



# ***Saltash Town Council***

***Konsel An Dre Essa***



*The Guildhall*  
*12 Lower Fore Street*  
*Saltash*  
*PL12 6JX*  
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[www.saltash.gov.uk](http://www.saltash.gov.uk)

3 February 2022

Dear Councillor

I write to summon you to the **Meeting of the Services Committee** to be held at the Guildhall on **Wednesday 9th February 2022 at 6.30 pm.**

All persons must wear a face covering unless medically exempt when entering the Guildhall building and in communal areas. Councillors can remove face covering once seated, members of the public and press are to continue wearing a face covering.

Prior to attending Town Council meetings please review the Guildhall Covid-19 Physical Face to Face Council Meetings Risk Assessment here: <https://modern.saltash.gov.uk/documents/s3207/Guildhall%20Covid-19%20Physical%20Face%20to%20Face%20Council%20Meetings%20Risk%20Assessment.pdf>

We ask everyone to respect each other's space and to consider their own unique circumstances before attending Town Council meetings. Please do not attend if you feel unwell or tested positive for Covid-19.

The meeting is open to members of the public and press. Any member of the public requiring to put a question to the Town Council must do so 24 hours prior to the meeting by email [enquiries@saltash.gov.uk](mailto:enquiries@saltash.gov.uk)

Yours sincerely,

S Burrows  
Acting Town Clerk

To:

<b>Essa</b>	<b>Tamar</b>	<b>Trematon</b>
R Bickford (Vice-Chairman) R Bullock G Challen J Foster M Griffiths S Lennox-Boyd	L Challen J Dent S Gillies S Martin J Peggs (Chairman) P Samuels	S Miller B Samuels D Yates Vacancy

## **Agenda**

1. Health and Safety Announcements
2. Apologies.
3. Declarations of Interest:
  - a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.
  - b. Acting Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.
4. Questions - A 15-minute period when members of the public may ask questions of Members of the Council  
Please note: Any member of the public requiring to put a question to the Council must do so 24 hours prior to the meeting by writing or email.
5. To receive and approve the minutes of the Services Committee held on Wednesday 8th December 2021 as a true and correct record (Pages 4 - 10)
6. To receive the current Committee budget statement and consider the recommended virement. (Pages 11 - 16)
7. To consider Risk Management reports as may be received
8. To receive and consider a request from Saltash Maritime Cadets to utilise Town Council land in Pillmere. (Pages 17 - 39)
9. To receive and note a report from the Service Delivery Department and consider any actions and associated expenditure. (Pages 40 - 42)
10. To consider festive lights, decorations and installation of a beacon for the Queens Platinum Jubilee celebrations and any actions and associated expenditure. (Pages 43 - 50)
11. To receive and note a report on the current Christmas Lights and 2022 Christmas Light Switch on Event and consider any actions and associated expenditure. (Pages 51 - 53)
12. To receive and note a report on non-herbicide weed control and consider any actions and associated expenditure. (Pages 54 - 57)
13. To receive a proposal for the renovation of Summerfield Park by Friends of Summerfield and consider any actions and associated expenditure. (Pages 58 - 75)

14. Public Bodies (Admission to Meetings) Act 1960:  
To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.
15. To consider any items referred from the main part of the agenda
16. Public Bodies (Admission to Meetings) Act 1960:  
To resolve that the public and press be re-admitted to the meeting.
17. To consider urgent non-financial items at the discretion of the Chairman.
18. To confirm any press and social media releases associated with any agreed actions and expenditure of the meeting.

Date of next meeting: Thursday 21<sup>st</sup> April 2022 at 6:30p.m.

## **SALTASH TOWN COUNCIL**

### **Minutes of the Meeting of the Services Committee held at the Guildhall on Wednesday 8th December 2021 at 6.30 pm**

**PRESENT:** Councillors: R Bickford (Vice-Chairman), J Dent, J Foster, S Gillies, S Lennox-Boyd, S Miller, J Peggs (Chairman) and D Yates.

**ALSO PRESENT:** S Burrows (Acting Town Clerk), R Enticknap (Service Delivery Manager), M Cotton (Assistant Service Delivery Manager) and D Joyce (Administration Officer)

**APOLOGIES:** Councillors: R Bullock, G Challen, L Challen, M Griffiths, S Martin, B Samuels and P Samuels.

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#### **64/21/22     HEALTH AND SAFETY ANNOUNCEMENTS**

The Chairman welcomed newly elected Councillor Jonathan Foster for Essa Ward.

The Chairman informed those present of the actions required in the event of a fire or emergency.

#### **65/21/22     TO ELECT A VICE CHAIRMAN.**

It was proposed by Councillor Dent, seconded by Councillor Lennox-Boyd and **RESOLVED** to appoint Councillor Bickford as Vice Chairman of the Services Committee.

#### **66/21/22     DECLARATIONS OF INTEREST:**

a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.

None.

b. Acting Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.

None.



**67/21/22      QUESTIONS - A 15-MINUTE PERIOD WHEN MEMBERS OF THE PUBLIC MAY ASK QUESTIONS OF MEMBERS OF THE COUNCIL**

None.

**68/21/22      TO RECEIVE AND APPROVE THE MINUTES OF THE SERVICES COMMITTEE HELD ON 14TH OCTOBER 2021 AND THE EXTRAORDINARY SERVICES COMMITTEE HELD ON 3RD NOVEMBER 2021 AS A TRUE AND CORRECT RECORD**

Please see a copy of the minutes on the STC website or request to see a copy at the Guildhall.

It was proposed by Councillor Peggs, seconded by Councillor Gillies and **RESOLVED** that the minutes of the Services Committee held on 14<sup>th</sup> October 2021 were confirmed as a true and correct record.

It was proposed by Councillor Gillies, seconded by Councillor Dent and **RESOLVED** that the minutes of the Extraordinary Services Committee held on 3<sup>rd</sup> November 2021 were confirmed as a true and correct record.

**69/21/22      FINANCE:**

a. To receive the current Committee budget statement.

It was **RESOLVED** to note.

**70/21/22      TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE RECEIVED**

No report.

**71/21/22      CORRESPONDENCE.**

None.

**TO RECEIVE AND CONSIDER CCTV PROVISIONS FOR AN ADDITIONAL CAMERA AND ANY ASSOCIATED EXPENDITURE.**

The Acting Town Clerk reminded Members of the commercially sensitive information contained within the CCTV report and asked Members to be mindful when discussing the agenda item.

Members discussed the proposal and the inclusion of an eighth camera to be situated at Alexandra car park.

Members talked of various funding streams available for the shortfall of capital costs.

Members agreed an application to the s106 panel would be made but would exclude costs for the two cameras not located in the high street (funding stipulation).

Members agreed further investigations and applications to be made to alternative funding sources to cover the capital costs of the Waterside and Leisure Centre.

It was proposed by Councillor Peggs, seconded by Councillor Bickford and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 13<sup>th</sup> January 2022:

1. To approve an additional camera to be situated at Alexandra car park at an additional capital cost for the supply and installation.
2. To approve maintenance option A for the annual maintenance costs, inclusive of all labour and replacement of parts for all eight cameras, subject to further clarification of warranty parameters.
3. To give delegated authority to the Chairman and Vice Chairman liaising with the Acting Town Clerk to further progress a s106 application for funding towards the six cameras at the locations specified within the Town Centre:

Camera 1 - on the existing Christmas lights pole, Top of Fore Street

Camera 2 - on streetlight R013, Fore Street

Camera 3 - on streetlight R006, Top of Lower Fore Street

Camera 4 - next to streetlight C050, Lower Fore Street

Camera 5 - on streetlight B051, Old Ferry Road

Camera 6 – Alexandra car park.

4. To give delegated authority to the Chairman and Vice Chairman liaising with the Acting Town Clerk to further progress alternative means of funding identified such as the Police and Crime Commissioners Office, Safer Streets and National Lottery Community Funding for the remaining cameras not situated in the Town Centre:

Camera 7 - adj. to streetlight A108, outside The Union Inn

Camera 8 – by the Leisure Centre.

**73/21/22     TO RECEIVE AND NOTE A REPORT FROM THE SERVICE DELIVERY DEPARTMENT AND CONSIDER ANY ASSOCIATED EXPENDITURE.**

The Service Delivery Manager informed Members of further developments relating to the content outlined in the report provided.

**Christmas Lights**

It was **RESOLVED** to note and to add the Christmas lights and switch on period for further discussion to the 9<sup>th</sup> February 2022 Services agenda.

**Wild Flower Meadows**

It was proposed by Councillor Peggs, seconded by Councillor Gillies and **RESOLVED** to approve:

1. The purchase of yellow rattle seed at a cost of £72.00 to be allocated to budget 6506 Grounds Maintenance and Watering
2. The wild flower meadows at the suggested locations by the Celtic Cross and Primrose Walk, Pillmere.

**Hedge Row – Homer Park**

It was proposed by Councillor Peggs, seconded by Councillor Lennox-Boyd and **RESOLVED** that the Service Delivery Department undertake the works to reduce the height of the hedge working within the Health and Safety guidelines.

**Sharps Incidents**

The SDM requested Members consideration to approve the offer from 'We Are With You' to provide a free needle exchange facility that can be operated on a Tuesday and Wednesday from the Maurice Huggins Room.

It was proposed by Councillor Peggs, seconded by Councillor Foster and **RESOLVED** to:

1. Accept the offer of a needle exchange through the organisation 'We Are With You' posters to be displayed to inform the community of this facility.
2. Further investigate alternative preventative options that may be available to assist in the disposing of needles with a report to be received at a future Services Committee meeting.

**74/21/22      TO RECEIVE AND NOTE A REPORT ON THE LAND MARK TREE IN CELEBRATION OF THE QUEEN GREEN CANOPY.**

The Acting Town Clerk informed Members that a response from Cormac had not yet been received relating to the planting location at Jubilee Green.

It was proposed by Councillor Peggs, seconded by Councillor Gillies and **RESOLVED** to:

1. Delegate authority to the SDM together with Cornwall Council's Project Officer to agree a location reporting back to the Services Committee by email.
2. Delegate authority to the Mayor's Secretary to continue with the planting arrangements inviting the Mayor of Saltash together with local groups and schools reporting back to the Services Committee by email.

**75/21/22      TO RECEIVE AND CONSIDER THE RESULTS OF A DOG FOULING SURVEY MONKEY POLL AND ANY ASSOCIATED EXPENDITURE.**

Members received the survey monkey poll results and considered locations identified as problematic areas.

It was proposed by Councillor Peggs, seconded by Councillor Yates and **RESOLVED**:

1. To revisit the possibility of a Service Level Agreement between Cornwall Council and the Town Council at a future Services Committee meeting upon receipt of further information being provided from Cornwall Council's Community Protection Team.
2. The Service Delivery Department to progress the free installation of Enforcement Signs provided by Cornwall Council at Chapel Field and Sports Pitches subject to the signs being received and the necessary consents for installation being granted.
3. The Service Delivery Department to progress with educational stencil on school routes and cinder paths identified as problematic areas subject to permissions being granted from Cornwall Council.
4. The Administration Department to assist in publishing free educational material to the community through social media channels, noticeboards and promotion of Cornwall Council's reporting system and the 'pooper Snooper' mobile phone application.

5. The Administration Department to approach local schools to run a competition assisting in raising awareness of the importance and necessity of collecting and disposing of dog waste appropriately to form in-house signs to be located in other problematic areas.
6. The Administration Department to approach the local school for permission to promote the dog fouling video through social media and the Town Council website.

**76/21/22      TO RECEIVE AND CONSIDER A WEEDING REPORT AND ANY ASSOCIATED EXPENDITURE**

Members discussed in length the various weeding options. Members agreed herbicides would not be used to tackle any weeding issues.

It was proposed by Councillor Dent, seconded by Councillor Bickford and **RESOLVED** that:

1. Any issues relating to Health and Safety are to be reported to Cornwall Council Highways Department for further action to be taken.
2. Saltash Town Council will not carry out weed control within Saltash, but where significant Town Council issues are reported, the Service Delivery Department may use mechanical methods to remove the weeds, subject to the departments availability.

**77/21/22      PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:**

To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.

**78/21/22      TO CONSIDER ANY ITEMS REFERRED FROM THE MAIN PART OF THE AGENDA**

None.

**79/21/22      PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:**

To resolve that the public and press be re-admitted to the meeting.

80/21/22 **TO CONSIDER URGENT NON-FINANCIAL ITEMS AT THE DISCRETION OF THE CHAIRMAN.**

None.

81/21/22 **TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.**

It was proposed by Councillor Gillies, seconded by Councillor Dent and **RESOLVED** to issue the following press and social media releases:

1. Educational promotion – Dog fouling
2. Queen Green Canopy landmark tree – upon approval of location
3. Weeding methods
4. Wildflowers Meadows.

**DATE OF NEXT MEETING**

Wednesday 9 February 2022 at 6.30 pm

Rising at: 8.07 pm

Signed: \_\_\_\_\_  
Chairman

Dated: \_\_\_\_\_

**Services Committee - Guildhall Budget**  
Saltash Town Council  
As at 31st January 2022

Account	Actual Received/ Spend 2020/21	EMF Balances B/F 2020/21	To/From Reserves & Budget Virements 2021/22	Budget 2021/22	Actual Received/Spend YTD 2021/22	Actual Funds to Receive/ Available to Date 2021/22	Notes
<b>Guildhall Operating Income</b>							
<b>Guildhall Income</b>							
4200 GH Income - Guildhall Bookings	5,842	0	0	5,100	1,543	3,557	
4201 GH Income - Guildhall Refreshments	0	0	0	130	58	72	
4202 GH Guildhall Piano	0	0	0	10	0	10	
4206 GH Income - Guildhall Misc Property Income	8,143	0	0	115	1	114	
<b>Total Guildhall Income</b>	<b>13,985</b>	<b>0</b>	<b>0</b>	<b>5,355</b>	<b>1,602</b>	<b>3,753</b>	
<b>Total Guildhall Operating Income</b>	<b>13,985</b>	<b>0</b>	<b>0</b>	<b>5,355</b>	<b>1,602</b>	<b>3,753</b>	
<b>Guildhall Operating Expenditure</b>							
<b>Guildhall Expenditure</b>							
6400 GH Rates - Guildhall (6400)	8,608	0	0	8,691	8,608	83	
6401 GH Water Rates - Guildhall (6401)	271	0	0	750	221	530	
6402 GH Gas - Guildhall (6402)	1,538	0	0	2,000	1,152	848	
6403 GH Electricity - Guildhall (6403)	3,406	0	0	4,000	2,076	1,924	
6404 GH Fire & Security Alarm - Guildhall (6404)	758	0	0	1,237	1,177	60	
6405 GH Fire Extinguishers - Guildhall (6405)	361	0	0	0	0	0	
6408 GH Cleaning Materials & Equipment - Guildhall (6408)	1,132	0	0	1,000	934	66	
6409 GH Boiler Service & Maintenance	609	0	0	1,006	195	811	
6410 GH General Repairs & Maintenance	1,154	0	0	2,515	2,303	212	
6411 GH TV License & PRS	128	0	0	375	21	354	
6412 GH Lift Service & Maintenance	1,685	0	0	2,500	2,107	393	
6413 GH Refreshment Costs - Guildhall	0	0	0	190	29	161	
6414 GH Replace Equipment - Guildhall	30	0	0	1,000	263	737	
6418 GH Professional Fees	0	0	0	1,026	0	1,026	
6420 GH Legionella Risk Assessment (Guildhall)	280	0	0	443	315	128	
<b>Total Guildhall Expenditure</b>	<b>19,960</b>	<b>0</b>	<b>0</b>	<b>26,733</b>	<b>19,401</b>	<b>7,332</b>	
<b>Guildhall Staffing Expenditure</b>							
Guildhall Staffing Expenses	27	0	0	402	113	289	
6678 ST GH Staff Training (Guildhall)	0	0	0	500	215	285	
Guildhall Staffing Costs	26,121	0	0	22,931	18,771	4,160	
<b>Total Guildhall Staffing Expenditure</b>	<b>26,148</b>	<b>0</b>	<b>0</b>	<b>23,833</b>	<b>19,099</b>	<b>4,734</b>	
<b>Total Operating Expenditure</b>	<b>46,108</b>	<b>0</b>	<b>0</b>	<b>50,566</b>	<b>38,499</b>	<b>12,067</b>	
<b>Total Guildhall Operating Expenditure</b>	<b>46,108</b>	<b>0</b>	<b>0</b>	<b>50,566</b>	<b>38,499</b>	<b>12,067</b>	
<b>Total Guildhall Operating Surplus/ Deficit</b>	<b>(32,123)</b>	<b>0</b>	<b>0</b>	<b>(45,211)</b>	<b>(36,897)</b>	<b>(8,314)</b>	
<b>Guildhall EMF Expenditure</b>							
6470 GH EMF Guildhall Maintenance	3,916	32,593	0	15,000	0	47,593	
6696 ST GH EMF Staff Contingency (Guildhall)	0	1,840	0	1,160	0	3,000	
<b>Total Guildhall EMF Expenditure</b>	<b>3,916</b>	<b>34,433</b>	<b>0</b>	<b>16,160</b>	<b>0</b>	<b>50,593</b>	
<b>Total Guildhall Expenditure (Operational &amp; EMF)</b>	<b>50,023</b>	<b>34,433</b>	<b>0</b>	<b>66,726</b>	<b>38,499</b>	<b>62,660</b>	
<b>Total Guildhall Budget Surplus/ (Deficit)</b>	<b>(36,039)</b>	<b>(34,433)</b>	<b>0</b>	<b>(61,371)</b>	<b>(36,897)</b>	<b>(58,907)</b>	

**Services Committee - Library Budget**  
Saltash Town Council  
As at 31st January 2022

Account	Actual Received/ Spend 2020/21	EMF Balances B/F 2020/21	To/From Reserves & Budget Virements 2021/22	Budget 2021/22	Actual Received/Spend YTD 2021/22	Actual Funds To Receive/ Available to Date 2021/22	Notes
<b>Library Operating Income</b>							
<b>Library Income</b>							
4517 LI Library - Fines (Collected on behalf of CC)	5	0	0	568	179	389	
4518 LI Library - Photocopying Fees	0	0	0	566	180	386	
4519 LI Hire of Video, DVDs & Books (Collected on behalf of CC)	0	0	0	110	0	110	
4524 LI Library Book Sales	307	0	0	151	283	(132)	
4525 Library - Miscellaneous Income	353	0	0	0	0	0	
4526 LI Library Activity Income	0	0	0	100	0	100	
4527 LI Library Cafe Rental Income	0	0	0	3,000	0	3,000	
4528 Library Merchandise Income	0	0	0	425	0	425	
<b>Total Library Income</b>	<b>664</b>	<b>0</b>	<b>0</b>	<b>4,920</b>	<b>642</b>	<b>4,278</b>	
<b>Total Library Operating Income</b>	<b>664</b>	<b>0</b>	<b>0</b>	<b>4,920</b>	<b>642</b>	<b>4,278</b>	
<b>Library Operating Expenditure</b>							
<b>Library Expenditure</b>							
6900 LI Rates - Library	13,473	0	0	14,004	13,473	531	
6901 LI Water Rates - Library	0	0	0	323	0	323	
6902 LI Gas - Library	1,251	0	0	1,730	691	1,039	
6903 LI Electricity - Library	1,742	0	0	1,412	1,267	145	
6904 LI Fire & Security Alarm - Library	504	0	0	915	822	93	
6905 LI Fire Extinguishers - Library	227	0	0	0	0	0	
6908 LI Cleaning Materials & Equipment - Library	337	0	0	1,643	490	1,153	
6909 LI Boiler Service & Maintenance - Library	205	0	0	1,006	64	942	
6910 LI General Repairs & Maintenance - Library	692	0	0	2,012	808	1,204	
6911 LI TV License & PRS - Library	283	0	0	1,258	57	1,201	
6913 LI Refreshment Costs - Library	0	0	(252)	252	0	0	
6914 LI Replace Equipment - Library	979	0	0	1,026	168	858	
6918 LI Professional Fees (Private Contractors)	945	0	0	1,006	0	1,006	
6920 LI Legionella Risk Assessment - Library	280	0	0	516	350	166	
6921 LI IT & Office Costs - Library	4,118	0	0	5,131	3,826	1,305	
6922 LI Library Activities	575	0	252	1,400	1,415	237	
6923 LI PWLB Loan Repayment & Interest	0	0	(21,500)	21,500	0	0	
<b>Total Library Expenditure</b>	<b>25,613</b>	<b>0</b>	<b>(21,500)</b>	<b>55,134</b>	<b>23,430</b>	<b>10,204</b>	
<b>Library Staffing Expenditure</b>							
Library Staff Expenses	264	0	0	1,900	167	1,733	
6682 ST LI Staff Training (Library)	340	0	0	1,509	592	917	
Library Staffing Costs	84,234	0	20,691	94,903	90,239	25,355	
<b>Total Library Staffing Expenditure</b>	<b>84,837</b>	<b>0</b>	<b>20,691</b>	<b>98,312</b>	<b>90,998</b>	<b>28,005</b>	
<b>Total Operating Expenditure</b>	<b>110,450</b>	<b>0</b>	<b>(809)</b>	<b>153,446</b>	<b>114,427</b>	<b>38,210</b>	
<b>Total Library Operating Expenditure</b>	<b>110,450</b>	<b>0</b>	<b>(809)</b>	<b>153,446</b>	<b>114,427</b>	<b>38,210</b>	
<b>Total Library Operating Surplus/ Deficit</b>	<b>(109,786)</b>	<b>0</b>	<b>809</b>	<b>(148,526)</b>	<b>(113,786)</b>	<b>(33,931)</b>	
<b>Library EMF Expenditure</b>							
6971 LI EMF Saltash Library Property Maintenance (from CC)	11,298	11,788	0	16,500	0	28,288	
6972 LI EMF Library Equipment & Furniture	583	14,417	0	17,500	17,542	14,375	
6973 LI EMF Loan Repayments	0	23,000	21,500	0	0	44,500	
6698 ST LI EMF Staff Contingency (Library)	0	15,941	(12,097)	0	0	3,844	
<b>Total Library EMF Expenditure</b>	<b>11,881</b>	<b>65,146</b>	<b>9,403</b>	<b>34,000</b>	<b>17,542</b>	<b>91,007</b>	
<b>Total Library Expenditure (Operational &amp; EMF)</b>	<b>122,331</b>	<b>65,146</b>	<b>8,594</b>	<b>187,446</b>	<b>131,970</b>	<b>129,216</b>	
<b>Total Library Budget Surplus/ (Deficit)</b>	<b>(121,667)</b>	<b>(65,146)</b>	<b>(8,594)</b>	<b>(182,526)</b>	<b>(131,328)</b>	<b>(124,938)</b>	

Notes

To/From Reserves & Budget Virements 2021/22

1. £10,000 vired from 6698 EMF Library Staff Contingency to Library Staffing Costs
2. £5,105 from 6971 EMF allocated to the Library Refurbishment Project
3. £252 vired from 6913 Refreshment costs to 6922 Library Activities
4. £21,500 vired from 6923 PWLB Loan Repayment to 6973 EMF Loan Repayments for 2022/23 Loan Repayment



**Services Committee - Maurice Huggins Budget**  
Saltash Town Council  
As at 31st January 2022

Account	Actual Received/ Spend 2020/21	EMF Balances B/F 2020/21	To/From Reserves & Budget Virements 2021/22	Budget 2021/22	Actual Received/Spend YTD 2021/22	Actual Funds To Receive/ Available to Date 2021/22	Notes
<b>Maurice Huggins Operating Income</b>							
<b>Maurice Huggins Income</b>							
4207 GH Maurice Huggins Room Income	0	0	0	0	458	(458)	
<b>Total Maurice Huggins Income</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>458</b>	<b>(458)</b>	
<b>Total Maurice Huggins Operating Income</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>458</b>	<b>(458)</b>	
<b>Maurice Huggins Operating Expenditure</b>							
<b>Maurice Huggins Expenditure</b>							
7000 MA Rates - Maurice Huggins	(268)	0	0	0	209	(209)	
7001 MA Water Rates - Maurice Huggins	0	0	0	0	58	(58)	
7003 MA Electricity - Maurice Huggins	(192)	0	0	0	236	(236)	
7004 MA Fire & Security Alarm - Maurice Huggins	157	0	0	0	443	(443)	
7005 MA Fire Extinguishers - Maurice Huggins	44	0	0	0	0	0	
7008 MA Cleaning Materials & Equipment - Maurice Huggins	0	0	0	0	49	(49)	
7010 MA General Repairs & Maintenance - Maurice Huggins	0	0	0	0	235	(235)	
7020 MA Legionella Risk Assessment - Maurice Huggins	280	0	0	0	350	(350)	
<b>Total Maurice Huggins Expenditure</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,580</b>	<b>(1,580)</b>	
<b>Total Maurice Huggins Operating Expenditure</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,580</b>	<b>(1,580)</b>	
<b>Total Maurice Huggins Operating Surplus/ (Deficit)</b>	<b>(21)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(1,122)</b>	<b>1,122</b>	
<b>Maurice Huggins EMF Expenditure</b>							
6472 EMF Maurice Huggins Room	0	2,000	0	0	0	2,000	
7071 MA EMF Maurice Huggins (Furniture & Sundry Items)	394	606	0	0	0	606	
<b>Total Maurice Huggins EMF Expenditure</b>	<b>394</b>	<b>2,606</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,606</b>	
<b>Total Maurice Huggins Expenditure (Operational &amp; EMF)</b>	<b>415</b>	<b>2,606</b>	<b>0</b>	<b>0</b>	<b>1,580</b>	<b>1,026</b>	
<b>Total Maurice Huggins Budget Surplus/ (Deficit)</b>	<b>(415)</b>	<b>(2,606)</b>	<b>0</b>	<b>0</b>	<b>(1,122)</b>	<b>(1,484)</b>	

Notes

To/From Reserves & Budget Virements 2021/22

1. £2,000 6472 EMF to be used for operational expenditure 2021/22

**Services Committee - Isambard House (Station Building) Budget**  
Saltash Town Council  
As at 31st January 2022

Account	Actual Received/ Spend 2020/21	EMF Balances B/F 2020/21	To/From Reserves & Budget Virements 2021/22	Budget 2021/22	Actual Received/Spend YTD 2021/22	Actual Funds To Receive/ Available to Date 2021/22	Notes
<b>Isambard House Operating Income</b>							
<b>Isambard House Income</b>							
4301 SA Isambard House - Bookings	0	0	0	1,250	1,733	(483)	
4302 SA Isambard - Refreshment Income	0	0	0	2,500	15	2,485	
<b>Total Isambard House Income</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,750</b>	<b>1,748</b>	<b>2,002</b>	
<b>Total Isambard House Operating Income</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,750</b>	<b>1,748</b>	<b>2,002</b>	
<b>Isambard House Operating Expenditure</b>							
<b>Isambard House Expenditure</b>							
6800 SA Rates - Isambard House	3,583	0	0	3,659	3,543	116	
6801 SA Water Rates - Isambard House	53	0	0	572	(53)	625	
6802 SA Gas - Isambard House	159	0	0	1,869	433	1,436	
6803 SA Electricity - Isambard House	159	0	0	2,775	(159)	2,934	
6804 SA Fire & Security Alarm - Isambard House	77	0	0	954	946	8	
6805 SA Fire Extinguishers - Isambard House	184	0	0	0	0	0	
6808 SA Cleaning Materials & Equipment - Isambard House	0	0	0	1,500	1,493	7	
6810 SA General Repairs & Maintenance - Isambard House	300	0	0	500	292	208	
6811 SA TV License & PRS - Isambard House	0	0	0	2,080	0	2,080	
6813 SA Refreshments Costs - Isambard House	0	0	0	105	400	(295)	
6814 SA Replace Equipment - Isambard House	81	0	0	965	954	11	
6818 SA Professional Costs - Isambard House	250	0	0	1,026	250	776	
<b>Total Isambard House Expenditure</b>	<b>4,846</b>	<b>0</b>	<b>0</b>	<b>16,005</b>	<b>8,098</b>	<b>7,907</b>	
<b>Isambard House Staffing Expenditure</b>							
6671 Staff Expenses - Isambard House	0	0	0	250	0	250	
6672 ST SA Staff Training - Isambard House	0	0	0	1,000	0	1,000	
6627 ST SA Caretaking & Cleaning Staff - Gross Pay - Isambard House	0	0	7,000	0	0	7,000	
<b>Total Isambard House Staffing Expenditure</b>	<b>0</b>	<b>0</b>	<b>7,000</b>	<b>1,250</b>	<b>0</b>	<b>8,250</b>	
<b>Total Operating Expenditure</b>	<b>4,846</b>	<b>0</b>	<b>7,000</b>	<b>17,255</b>	<b>8,098</b>	<b>16,157</b>	
<b>Total Isambard House Operating Expenditure</b>	<b>4,846</b>	<b>0</b>	<b>7,000</b>	<b>17,255</b>	<b>8,098</b>	<b>16,157</b>	
<b>Total Isambard House Operating Surplus/ (Deficit)</b>	<b>(4,846)</b>	<b>0</b>	<b>(7,000)</b>	<b>(13,505)</b>	<b>(6,350)</b>	<b>(14,155)</b>	
<b>Isambard House EMF Expenditure</b>							
6473 SA EMF Station Building (Purchase & Capital Works)	143,272	82,273	51,439	0	40,256	93,456	
6870 SA EMF Isambard House	0	5,000	0	20,000	6,210	18,790	
6695 ST SA EMF Staff Contingency - Isambard House	0	9,000	(7,000)	0	0	2,000	
<b>Total Isambard House EMF Expenditure</b>	<b>143,272</b>	<b>96,273</b>	<b>44,439</b>	<b>20,000</b>	<b>46,466</b>	<b>114,246</b>	
<b>Total Isambard House Expenditure (Operational &amp; EMF)</b>	<b>148,118</b>	<b>96,273</b>	<b>51,439</b>	<b>37,255</b>	<b>54,564</b>	<b>130,403</b>	
<b>Total Isambard House Budget Surplus/ (Deficit)</b>	<b>(148,118)</b>	<b>(96,273)</b>	<b>(51,439)</b>	<b>(33,505)</b>	<b>(52,816)</b>	<b>(128,401)</b>	

Notes

To/From Reserves & Budget Virements 2021/22

1. £7,000 vired from 6695 EMF Isambard House Staff Contingency to Station Staffing Costs
2. £16,439 EMF 6473 Income received from S106 External Funding for Refurbishment Works
3. £35,000 EMF 6473 Funding received towards the Station Building Fencing

Account	Actual Received/S pend 2020/21	EMF Balances B/F 2020/21	To/From Reserves & Budget Virements 2021/22	Budget 2021/22	Actual Received/Spend YTD 2021/22	Actual Funds To Receive/ Available to Date 2021/22	Notes
<b>Service Delivery Operating Income</b>							
<b>Service Delivery Income</b>							
<b>Grounds &amp; Premises Income</b>							
4500 SE Allotment Rents	2,512	0	0	3,000	3,301	(301)	
4510 SE Public Footpath Grant	1,223	0	0	1,240	1,526	(286)	
4512 SE Misc Income Grounds & Premises	96	0	0	0	56	(56)	
4523 SE Service Delivery Income - Seagull Bags	677	0	0	1,710	1,201	509	
<b>Total Grounds &amp; Premises Income</b>	<b>4,507</b>	<b>0</b>	<b>0</b>	<b>5,950</b>	<b>6,084</b>	<b>(134)</b>	
<b>Town &amp; Waterfront Income</b>							
4521 SE Waterfront Income - Annual Mooring Fees	6,095	0	0	8,500	7,939	561	
4522 SE Waterfront Income - Daily Mooring Fees	50	0	0	3,000	1,339	1,661	
4530 SE Waterfront Income - Dinghy Park	0	0	0	0	0	0	
4532 SE Contract Income	0	0	0	3,000	0	3,000	
<b>Total Town &amp; Waterfront Income</b>	<b>6,145</b>	<b>0</b>	<b>0</b>	<b>14,500</b>	<b>9,277</b>	<b>5,223</b>	
<b>Total Service Delivery Income</b>	<b>10,652</b>	<b>0</b>	<b>0</b>	<b>20,450</b>	<b>15,361</b>	<b>5,089</b>	
<b>Total Service Delivery Operating Income</b>	<b>10,652</b>	<b>0</b>	<b>0</b>	<b>20,450</b>	<b>15,361</b>	<b>5,089</b>	
<b>Service Delivery Operating Expenditure</b>							
<b>Service Delivery Expenditure</b>							
<b>Grounds &amp; Premises Expenditure</b>							
6209 PF Oyster Beds	0	0	0	1	0	1	
6503 SE Allotments	1,162	0	0	800	211	589	
6506 SE Grounds Maintenance & Watering (6506)	24,761	0	0	8,500	4,902	3,598	
6508 SE Public Toilets (Operational Costs)	6,403	0	0	4,000	3,353	647	
6517 SE Cross (Maintenance)	2,728	0	0	2,515	124	2,391	
6525 GR Public Toilets (Repairs & Maintenance Costs)	1,853	0	0	1,000	2,008	(1,008)	
6526 SE Tools, Equipment & Materials (Store & All Areas)	5,595	0	0	4,000	2,614	1,386	
6529 G&P Refuse Disposal	3,706	0	0	5,030	3,872	1,158	
6907 SE Seagulls Bags	780	0	0	1,774	792	982	
<b>Longstone Expenditure</b>							
7100 LO Rates - Longstone	0	0	0	2,104	0	2,104	
7101 LO Water Rates - Longstone	0	0	0	401	381	20	
7103 LO Electricity - Longstone	574	0	0	1,893	771	1,122	
7104 LO Fire & Security Alarm - Longstone	265	0	0	895	648	247	
7105 LO Fire Extinguishers - Longstone	142	0	0	0	0	0	
7107 LO Rent - Longstone	0	0	0	4,500	3,750	750	
7108 LO Cleaning Materials & Equipment - Longstone	326	0	0	600	291	309	
7110 LO General Repairs & Maintenance - Longstone	1,513	0	0	733	238	495	
7114 LO Replace Equipment - Longstone	1,352	0	0	1,000	625	375	
7121 LO IT & Office Costs - Longstone	1,057	0	0	1,006	989	17	
6419 GH Longstone Depot	495	0	0	0	(2,000)	2,000	
<b>Total Longstone Expenditure</b>	<b>5,724</b>	<b>0</b>	<b>0</b>	<b>13,132</b>	<b>5,692</b>	<b>7,440</b>	
<b>Total Grounds &amp; Premises Expenditure</b>	<b>52,710</b>	<b>0</b>	<b>0</b>	<b>40,752</b>	<b>23,570</b>	<b>17,182</b>	
<b>Town &amp; Waterfront Expenditure</b>							
6504 SE Street Furniture (Maintenance)	1,119	0	0	2,000	895	1,105	
6505 SE Street Lighting	302	0	0	200	137	63	
6511 SE Tourism & Signage	0	0	0	1,000	0	1,000	
6512 SE Bus Shelters (Maintenance)	0	0	0	500	0	500	
6515 SE Festive Lights Maintenance & Electricity	1,364	0	0	900	630	270	
6519 SE Flags & Bunting	1,831	0	0	3,078	2,494	584	
6522 SE Pontoon (Maintenance Costs) (6522)	2,431	0	0	5,478	2,794	2,684	
6524 SE Vehicle Maintenance and Repair Costs	10,360	0	0	8,000	7,802	198	
6527 SE Salt Bins Refill	629	0	0	1,006	521	485	
6528 SE Pontoon Accommodation	1,776	0	0	10,563	5,193	5,370	
6530 SE Contract Expenditure	0	0	0	1,006	0	1,006	
<b>Total Town &amp; Waterfront Expenditure</b>	<b>19,811</b>	<b>0</b>	<b>0</b>	<b>33,731</b>	<b>20,466</b>	<b>13,265</b>	
<b>Total Service Delivery Expenditure</b>	<b>72,521</b>	<b>0</b>	<b>0</b>	<b>74,483</b>	<b>44,036</b>	<b>30,447</b>	
<b>Service Delivery Staffing Expenditure</b>							
Service Delivery Staffing Expenses	2,779	0	0	4,829	4,512	317	
6676 ST Services Delivery Staff Training	3,668	0	0	7,500	3,316	4,184	
Service Delivery Staffing Costs	113,817	0	5,357	195,078	152,591	47,844	
<b>Total Service Delivery Staffing Expenditure</b>	<b>120,264</b>	<b>0</b>	<b>5,357</b>	<b>207,407</b>	<b>160,419</b>	<b>52,345</b>	
<b>Total Operating Expenditure</b>	<b>192,786</b>	<b>0</b>	<b>5,357</b>	<b>281,890</b>	<b>204,455</b>	<b>82,792</b>	
<b>Total Service Delivery Operating Expenditure</b>	<b>192,786</b>	<b>0</b>	<b>5,357</b>	<b>281,890</b>	<b>204,455</b>	<b>82,792</b>	
<b>Total Service Delivery Operating Surplus/ (Deficit)</b>	<b>(182,134)</b>	<b>0</b>	<b>(5,357)</b>	<b>(261,440)</b>	<b>(189,094)</b>	<b>(77,703)</b>	
<b>Service Delivery EMF Expenditure</b>							
<b>Grounds &amp; Premises EMF Expenditure</b>							
6471 GH EMF Heritage Centre	0	5,056	0	0	96	4,960	
6571 SE EMF Saltash Recreation Areas	0	26,809	0	4,000	1,249	29,560	
6588 EMF Victoria Gardens	0	0	0	10,000	0	10,000	
<b>Longstone EMF Expenditure</b>							
7170 LO EMF Longstone Depot Capital Works	0	500	0	0	0	500	
<b>Total Longstone EMF Expenditure</b>	<b>0</b>	<b>500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500</b>	
<b>Total Grounds &amp; Premises EMF Expenditure</b>	<b>0</b>	<b>32,365</b>	<b>0</b>	<b>14,000</b>	<b>1,345</b>	<b>45,020</b>	
<b>Town &amp; Waterfront EMF Expenditure</b>							
6570 SE EMF Notice Boards (Repair & Replace)	13	1,839	0	0	0	1,839	
6572 SE EMF Festive Lights (6572)	17,675	5,582	0	5,000	9,263	1,319	
6573 SE EMF Public Art & Maintenance	520	1,443	0	0	0	1,443	
6574 SE EMF Salt Bins	0	2,728	0	0	264	2,464	
6575 SE EMF Street Furniture (New & Replace)	0	2,749	0	0	301	2,448	
6578 SE EMF Equipment and Vehicles (Capital Works)	49,816	(10,213)	0	30,000	3,053	16,734	
6582 SE EMF Town War Memorial (6582)	0	1,978	0	0	0	1,978	
6584 SE EMF Pontoon Maintenance Costs	0	10,697	0	0	0	10,697	
7000 EMF Staff Contingency (Service Delivery)	76,999	54,596	(5,357)	0	29,004	20,235	
<b>Total Town &amp; Waterfront EMF Expenditure</b>	<b>145,021</b>	<b>71,399</b>	<b>(5,357)</b>	<b>35,000</b>	<b>41,885</b>	<b>59,157</b>	
<b>Total Service Delivery EMF Expenditure</b>	<b>145,021</b>	<b>103,764</b>	<b>(5,357)</b>	<b>49,000</b>	<b>43,229</b>	<b>104,178</b>	
<b>Total Service Delivery Expenditure (Operational &amp; EMF)</b>	<b>337,807</b>	<b>103,764</b>	<b>0</b>	<b>330,890</b>	<b>247,684</b>	<b>186,970</b>	
<b>Total Service Delivery Budget Surplus/ (Deficit)</b>	<b>(327,155)</b>	<b>(103,764)</b>	<b>0</b>	<b>(310,440)</b>	<b>(232,323)</b>	<b>(181,881)</b>	

Notes  
To/From Reserves & Budget Virements 2021/22

1. £30,000 vired from 7000 EMF Service Delivery Staff Contingency to Service Delivery Staffing Costs
2. Adjustment to point 1. £24,643 to be vired from Service Delivery Staffing Costs to 7000 Service Delivery Staffing Contingency to cover Agency Fees. Amount difference in point 1&2 is £5,357.

### **Virement**

Members, there is an overspend on budget code 6525 Public Toilets (Repairs & Maintenance) of a total amount of £1,008.

Members are to consider viring £1,500 from budget code 6522 Pontoon (Maintenance Costs) to budget code 6525 Public Toilets (Repair & Maintenance).

The above recommendation is within the Services budget allocation.

End of report.



Saltash Maritime Cadets  
T.S. Defiance SMC  
Unit 7 Castle Buildings  
Gilston Road  
PL12 6TW

28<sup>th</sup> January 2022

Dear Saltash Council

We have been running our Cadet Force in Saltash for the last 9yrs with great success and have been desperately searching for some land to offer training in Bush Craft etc.

Behind our unit at Castle Buildings there is a plot of unused scrub land which would be the answer to our requirements.

I have approached the Land Registry who have determined it is owned by Saltash Town Council (details attached)

The plot is land locked between the Junkyard Skatepark building, the play area in Pillmere, and the Industrial Units as the map attached shows.

I have put a black border around it and it is marked with "A".

We would benefit greatly with our training if we could use this plot, clearing the undergrowth and using it for training our cadets with basic survival skills, bivvy building, etc.

There is access from the rear car park at Castle buildings where we rent our unit, so it is ideally located for us to utilise whenever we need to.

I have attached several photographs to enable you to see its current condition and lack of use, there are also 4 trees in desperate need of attention as it appears they are dead, and branches have started falling off.

If you could consider allowing us to use it, clear the undergrowth a little, look after it, and make it a functioning piece of land, we would benefit greatly with the added training facility this would offer.

If you wish I can show the location in detail to a representative of the Council.

Best regards

*Richard Fry*

Trustee SMC

Email [saltashmaritimecadets@hotmail.co.uk](mailto:saltashmaritimecadets@hotmail.co.uk)



# Official copy of register of title

Title number CL179736

Edition date 09.03.2016

- This official copy shows the entries on the register of title on 28 JAN 2022 at 13:18:51.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 28 Jan 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Plymouth Office.

## A: Property Register

This register describes the land and estate comprised in the title.

CORNWALL

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Pillmere, Saltash.

NOTE: The land tinted green on the filed plan is not included in the title.

- 2 (15.01.1999) The mines and minerals are excluded from the registration of the land edged and numbered 6 and 7 in blue on the title plan.

- 3 (01.06.2000) There are excluded from the registration of the land edged and numbered 9 in blue on the title plan the minerals excepted by the Conveyance dated 29 October 1930 referred to in the Charges Register in the following terms:-

"(Except the minerals and substrata which belong to the Duke of Cornwall)."

- 4 (15.01.1999) The land edged and numbered 6 and 7 in blue on the title plan has the benefit of the following rights granted by a Deed dated 2 August 1939 made between (1) John Wesley Goodfellow (Grantor) (2) Lilian Grace Collings (Mortgagee) and (3) William Hocking (Grantee):-

"the Grantor has agreed to allow the Grantee to lay such supply pipe subject to the following terms and conditions:-

1. The Grantee doth on or before the execution of this Deed pay to the Grantor the sum of TEN POUNDS (the receipt whereof the Grantee doth hereby acknowledge).

2. The said supply pipe shall not exceed three-quarter inch diameter and shall be laid at a depth of not less than three feet below the level of the said garden.

3. The said supply pipe shall be laid by the side of the Western fence of the said garden as indicated by the dotted line on the said plan.

4. The said pipe shall be laid and all necessary connections made at the expense of the Grantee to the satisfaction of the Grantor.

5. Immediately on completing the said works the Grantee shall restore the surface of the said garden to the satisfaction of the Grantor and

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



## A: Property Register continued

make good any damage to the said walls or fences.

6. IN the event of the said pipe bursting at any time or times or in any other way becoming a source of damage danger or inconvenience to the said dwellinghouse or the occupiers thereof the Grantee will at his own expense forthwith on notice in writing being given to him at his above mentioned address repair and make good the same.

7. The Grantee may from time to time on giving notice in writing of his desire so to do enter the said garden and open up the ground for the purpose of repairing the said pipe as occasion shall arise doing no unnecessary damage to the said garden wall or walls fence or fences and restoring the surface whenever open up and making good any damage to the said wall or walls fence or fences forthwith.

8. In case the Grantee shall fail to repair the said pipe from time to time when required or to restore the surface of the said garden as aforesaid or to make good any damage to the said wall or walls fence or fences as aforesaid it shall be lawful for the Grantor to remove the said water pipe from the said garden the cost of such removal and making good the surface and any other necessary works to prevent damage to be paid by the Grantee forthwith or in lieu of so doing to cut off the said supply."

NOTE: The dotted line shown on the deed plan is shown by a brown broken line on the title plan.

- 5 (15.01.1999) The land edged and numbered 6 and 7 in blue on the title plan has the benefit of the following rights granted by a Deed dated 27 October 1958 made between (1) Henry Garfield Blight and Olive Blight (Grantors) and (2) William John Ambrose Gregory (Grantee):-

"the Grantors as trustees hereby grant unto the Grantee FULL RIGHT AND LIBERTY for the Grantee and his successors in title the owners and occupiers of the property known as Higher Pill Farm Saltash aforesaid shown on the said plan and thereon coloured green forthwith to lay down one pipe not exceeding two inches in bore of such strength and so jointed in every part so as not to permit the escape of any water passing through the same within and under the said land coloured pink the site and position whereof is shown by a broken blue line on the said plan and to be laid at such a depth from the surface as will protect the pipe from frost and secure the same against any horticultural or agricultural operations connected with the surface AND PROVIDED ALWAYS that the right or interest as aforesaid of the Duke of Cornwall to the mines minerals and sub strata of the land coloured pink shall not thereby be interfered with TOGETHER with full right and liberty from time to time to inspect take up cleanse repair remove and replace the said pipe or any part thereof entering upon the perambulating over the land adjoining and through which the pipe shall pass doing as little damage as possible to the said land and making compensation for all damage that may be done TO HOLD the same unto the Grantee in fee simple

2. THE Grantee hereby covenants with the Grantors that the Grantee and his successors in title will at all times hereafter

(a) Pay all rates and taxes water and any other charges which may be imposed in respect of the rights hereby granted

(b) Exercise the rights hereby granted in such manner as to do as little damage as possible to the property of the Grantors

(c) Forthwith from time to time repair and make compensation for all damage that may be caused by the exercise of the right hereby granted

(d) Keep the Grantors and their successors in title indemnified against all claims by the said Duke of Cornwall or any other person in respect of damage done or arising out of the said works or by reason of the escape of water due to want of repair or otherwise."

NOTE: The broken blue line on the deed plan is shown by a blue broken line on the title plan. The land coloured pink is The Bungalow and New House, Homer Park and the land coloured green forms part of the land

## A: Property Register continued

edged and numbered 6 and 7 in blue on the title plan.

- 6 (22.03.1989) By a Conveyance of the land edged and numbered 2 in blue on the title plan and other land dated 31 March 1966 made between (1) Florence Margaret Marsh (Vendor) and (2) Ernest Henry Taylor, Laura Daisy Taylor, Norman Henry Taylor and Thelma Edith Taylor (Purchasers) the said land was conveyed subject as follows and the registration of that land takes effect subject thereto:-

"Subject to (a) the right of the Duchy of Cornwall to the minerals thereunder and also subject to such reservations and liabilities as the same might be under any Inclosure Act or Award."

- 7 (22.03.1989) The Conveyance dated 31 March 1966 referred to above contains the following provision:-

"TOGETHER with the fences surrounding the said property."

- 8 (16.04.1987) By a Conveyance dated 21 December 1970 made between (1) William John Ambrose Gregory and Bessie Olive Gregory (Vendors) (2) William John Ambrose Gregory (Second Vendor) and (3) Gilston Estates Company (Purchaser) the land edged and numbered 1 in blue on the title plan and other land was conveyed subject as follows and the registration of that land takes effect subject thereto:-

"Subject to the mineral rights therein of the Duchy of Cornwall."

- 9 (01.06.2000) There are excluded from the registration of the land edged and numbered 10 and 15 in blue on the title plan the minerals excepted by a Conveyance thereof and other land dated 8 October 1976 made between (1) Ronald Charles Brock and Arthur John Brock (Vendors) and (2) Christopher Bernard Harrison and Jennifer Harrison (Purchasers) in the following terms:-

"Subject to the mineral rights of the Duchy of Cornwall and the Manor of Trematon so far as the same are still subsisting and capable of being enforced."

- 10 (15.01.1999) The land edged and numbered 6 and 7 in blue on the title plan has the benefit of the following rights reserved by a Transfer of the land edged and numbered 8 in blue on the title plan dated 1 February 1990 made between (1) David George Du Plessis and Vivian Martin Carne (Vendors) and (2) M.D. Pollard (Builders) Limited (Purchaser):-

"There are excepted and reserved in fee simple unto the Vendors and their successors in title owner or owners of the land shown coloured yellow on the plan ("the Retained Land") and their Lessees and Tenants and the occupiers for the time being of the Retained Land as set out in the First Schedule hereto

### THE FIRST SCHEDULE before referred to

1. All rights of water drainage support and other easements or quasi easements heretofore exercised or enjoyed by the Vendor and his predecessors in title in respect of the Retained Land over or in respect of the Property and without prejudice to the generality of the foregoing the right to drain surface water into the stream forming the northern boundary of the Property ("the said stream") and such rights as would be implied by statute or by reason of severance in favour of a Purchaser of such land as if the same had been conveyed to such Purchaser and the Property had been retained by the Vendor

2. The right at all times and for all purposes to pass and repass by foot over and along the paths laid or to be laid on the Property until such paths are adopted as public highways maintained at the public expense including the right to construct a bridge or other means of crossing the said stream so as to connect the footpaths on the Property with footpaths on the Retained Land for the purpose of providing reasonable pedestrian access to the Retained Land from the Property in such position as may first have been agreed with the Purchaser

3. The right (in common with the Purchaser and all others authorised by him) entitled thereto) of passage and running of water soil effluent

## A: Property Register continued

gas electricity telephone and other services through the Service Installations now or within the Perpetuity Period laid in on over or under the Property and through the Service Installations laid under the Property together with the right after the giving of reasonable notice in writing to enter upon the Property with or without workmen machinery or equipment to connect thereto any Service Installations now or within the Perpetuity Period on the Retained Land so far as the Service Installations to which connection is to be made are of adequate capacity to serve the Retained Land causing as little interference as possible with the Purchaser's use of his land and Service Installations and making good any damage caused

4. The right at any time before the expiration of the Perpetuity Period after the giving of reasonable notice in writing to enter on the Property other than the site of any building and to lay place or erect in or over or under the same and thereafter at all times to use any Service Installations required for the conveyance of water soil effluent gas electricity telephone and other services to or from the Retained Land causing as little interference as possible with the Purchaser's use of his land and making good any damage caused."

NOTE: The land edged and numbered 6 and 7 in blue on the title plan comprises part of the retained land coloured yellow on the Conveyance plan. "The Property" referred to is the land edged and numbered 8 in blue on the title plan.

- 11 (01.06.2000) The land has the benefit of but is subject to the rights granted by the Deed dated 2 May 2000 referred to in the Charges Register.
- 12 (04.06.2001) By a Deed of Variation and Covenant dated 30 May 2001 made between (1) M Baker (Property Services) Limited (2) Cofton Limited (3) Barratt Homes Limited and others and (4) The Governor and Company of the Bank of Scotland, the plans to the Deed dated 2 May 2000 referred above were varied as therein mentioned.

By the said Deed of Variation and Covenant dated 30 May 2001 clause 2 of Schedule Four to the said Deed dated 2 May 2000 referred to above was released.

NOTE: Original filed under CL49766.

- 13 (18.02.2002) By a Transfer dated 13 February 2002 made between (1) Cofton Limited (Transferor) and (2) Persimmon Homes (South West) Limited and others (Transferees) the rights granted by clause 2.1 of the Deed dated 2 May 2000 referred to above were released. The land is also subject to the rights granted by the said Transfer. The following are details of the terms of release and grant:-

"13.1 In this clause the following expressions shall have the following meanings:-

"Site" means the land already registered in the name of the Transferee and comprised in title number CL160160.

"Land" means the land hereby transferred

"Cofton Land" means the land already registered in the name of the Transferor and comprised in title number CL159783

"Deed of Grant" means the Deed of grant dated 2 May 2000 and made between the Transferor (1) and the Transferee (2) and M Baker (Property Services) Limited (3)

"Old Easements" means the rights granted by the Deed of Grant for the benefit of the Site over the Land and noted at entry number 7 of the Property Register of title number CL160160 and granted at clause 2.1 of the Deed of Grant

"New Easements" means the grant of new rights and easements identical to those granted by the Transferor at clause 2.1 of the Deed of Grant

13.2 The parties hereby release the Land from the Old Easements

## A: Property Register continued

13.3 Cofton hereby grants for the benefit of the Land the New Easements over the Cofton Land."

14 (24.12.2002) A new title plan with an amended extent based on the latest revision of the Ordnance Survey Map has been prepared.

15 (03.03.2003) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

16 (18.11.2003) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

17 (21.06.2004) The land has the benefit of the following rights reserved by a Transfer of the land tinted and numbered CL206380 in green on the title plan dated 28 May 2004 made between (1) Cofton Limited (2) Peter Roy Quick and Linda Mavis Quick:-

### "Definitions

'Fit Drain' means the covered drain and any other such drain conduit or pipe as may constructed or otherwise coming into existence during the Perpetuity Period which runs along the northern boundary of the Property and is shown for identification only coloured green on the plan

'Retained Land' means the land (or any part or parts thereof) remaining in the Transferors title being all that land registered at Land Registry under title number CL179736 as is not comprised in the Property

'Perpetuity Period' shall be 21 years from the date hereof

Rights reserved for the benefit of other land

For the benefit of the Retained land the following right is reserved from the Property:

Full right and liberty to enter upon such parts of the Property as may from time to time be necessary for the purposes of constructing laying connecting with inspecting testing cleaning maintaining repairing and altering renewing the Fin Drain but not so as to confer any right to enter upon any land lawfully occupied by any building and subject to the person exercising any such rights making good any damage so caused as soon as reasonably practicable."

*NOTE: Copy plan filed.*

18 (20.10.2004) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered CL210042 in green on the title plan dated 3 September 2004 made between (1) Cofton Limited (Transferor) and (2) Persimmon Homes Limited (Transferee):-

### "Definitions

13.1 In this Deed the following definitions apply where the context so admits:

13.1.1 "Access Roads" means and includes all roads and footpaths constructed within the Perpetuity Period on the Retained Land which are intended to become adopted public highways

13.1.2 "Agreement" means the Agreement for Sale dated [ ] 2004 made between the parties hereto relating to (inter alia) the Property

13.1.3 "Adjoining Land" means the land comprised in Title Number CL159734

13.1.4 "Development" means the construction on the Property and the Adjoining Land of dwelling houses gardens infrastructure and ancillary works of residential development

## A: Property Register continued

13.1.5 "Perpetuity Period" means the period of Eighty years commencing on the date of this Transfer

13.1.6 "Plan" means the plan annexed to this Transfer

13.1.7 "Retained Land" means the land comprised in Title Number CL179736 (excluding the Property)

13.1.8 "Services" means foul and surface water drainage electricity water supply gas telephone and any other services to be provided to the Property and the Adjoining Land

13.1.9 "Service Installations" means all sewers drains pipes cables wires channels conduits services systems and conducting media

13.2.1 The Property is transferred together with the benefit of the rights set out in the First Schedule

13.2.2 The Property is sold subject to the rights (which to the extent not granted are hereby reserved) specified in the Second Schedule hereto for the benefit of the Transferor and all persons authorised by it and each and every part of the Retained Land

13.2.3 The rights and reservations referred to in Clause 13.2.1 13.2.2 above are subject to the following:

(i) The siting of the rights shall be determined and the exercise of them shall commence within the Perpetuity Period

(ii) The rights may be exercised with or without workmen contractors machinery tools or equipment

(iii) The party or other person or persons exercising any of the rights shall in doing so cause as little damage as reasonably possible and shall make good any damage so caused as soon as reasonably practicable.

.....  
..

13.5 In addition to the Transferor granting to the Transferee for the benefit of the Property the rights set out in the First Schedule to this Transfer the Transferor hereby grants to the Transferee the rights set out in the First Schedule to this Transfer for the benefit of the Adjoining Land

### The First Schedule

#### Rights and Easements Granted

1. The right to connect into and thereafter the right for the free passage and running of Services through any Service Installations for such Services now or within the Perpetuity Period laid or constructed in on under through or over the Retained Land subject only to the payment of a fair proportion of the cost of maintaining repairing such of the Service Installations as are not adopted and maintained or repaired by the Local Authority or other responsible Public Service Undertaking or Public Utility Authority

2. The right at any time within the Perpetuity Period to enter upon the Retained Land to lay connect into maintain construct repair service renew and if required to facilitate residential development on the Property and the Adjoining Property divert the Service Installations now or within the Perpetuity Period laid or constructed in on under over or through the Retained Land and to lay and thereafter maintain and repair new Service Installations in the Retained Land for provision of services causing as little damage as reasonably possible and making good as soon as reasonably possible and to the reasonable satisfaction of the Transferor any damage caused or compensation the Transferor or the other owner or owners for the time being of the Retained Land for such physical damage occasioned by such entry and the exercise of such rights but not further or otherwise



## A: Property Register continued

protection from the Property and the Adjoining Land and any buildings to be constructed thereon within the Perpetuity Period from the Retained Land

4. The right to go pass and repass at all times and for all purposes over and along the Access Roads on the Retained Land

5. The right to have maintained and keep the eaves gutters spouts downpipes foundations and other structures and boundary features serving the buildings on the Property and the Adjoining Land overhanging or protruding beneath the Retained Land and to enter at all reasonable times in the daytime upon the Retained Land so far as may be necessary but not otherwise for the purpose of inspecting cleansing painting repairing renewing rebuilding and maintaining a (sic) the structures and features herein before referred to upon giving reasonable notice (except in the case of emergency) causing as little damage as reasonably possible and making good all damage occasioned by the exercise of such rights as soon as reasonably practicable or by paying compensation in place thereof sufficient to enable the physical damage to be remedied but not further or otherwise

6. The right to go on to the Retained Land for the purposes of:-

6.1 constructing repairing maintaining altering rebuilding or inspecting any buildings or other structures and boundary features now or within the Perpetuity Period erected on the Property and the Adjoining Land; and

6.2 constructing on the Retained Land a noise bund to the north of the Property including any necessary tree planting; and

6.3 constructing a cycle link on the Retained Land from the Property to the main cycleway route constructed by the Transferor on the Retained Land

6.4 constructing a roadway and footpaths and ancillary works along a route to be agreed by the Transferor (such agreement not to be unreasonably withheld or delayed) so as to connect the Property with the existing road to the west of the same and thereafter to maintain and repair the same

6.5 such other access as may be required for the Transferee to implement the planning consent and comply with and construct any Section 106 requirements for the development of the Property

6.6 to carry out and construct the Works detailed as clause 10 of the Agreement in default of the Transferee

In each case subject to the Transferee causing as little damage as possible to the Retained Land and making good all damage caused to the reasonable satisfaction of the Transferor and subject further to the Transferee then maintaining such works (save those specified in paragraphs 6.2 and 6.6 pending their adoption and indemnifying the Transferor from and against all actions claims and demands arising from the presence and/or state of repair of the same

### THE SECOND SCHEDULE

#### Exceptions and Reservations

1. The right to connect into and thereafter the right to the free passage and running of Services through any Service Installations for such Services now or within the Perpetuity Period laid or constructed in on under through or which belong to the Property and the Adjoining Land and which are intended to serve the Retained Land subject only to the payment of a fair proportion of the cost of maintaining and repairing such of the Service Installations as are not adopted and maintained or repaired by the Local Authority or other responsible Public Service Undertaking or Public Utility Authority

2. The right at any time within the Perpetuity Period to enter upon the Property and the Adjoining Land to lay connect into maintain construct repair service and renew the Service Installations now or within with

## A: Property Register continued

the Perpetuity Period laid or constructed in on under or through the Property and the Adjoining Land and to lay and thereafter maintain and repair new Service Installations for foul and surface water drainage causing as little damage as reasonably possible and nevertheless making good as soon as reasonably possible and to the reasonable satisfaction of the Transferor any damage caused or compensating the Transferor or the other owner or owners for the time being of the Property and the Adjoining Land for physical damage occasioned by such entry in the exercise of such rights but not further or otherwise

3. Full and free right and liberty to lateral and subjacent support and protection for the Retained Land and any buildings to be constructed thereon within the Perpetuity Period from the Property and the Adjoining Land

4. The right to go pass and repass at all times and for all purposes over and along the Access Roads on the Property and the Adjoining Land

5. The right to go on to the Property and the Adjoining Land for the purposes of constructing repairing maintaining altering rebuilding or inspecting any buildings or other structures and boundary features now or within the Perpetuity Period erected or to be erected on the Retained Land."

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (09.03.2016) PROPRIETOR: SALTASH TOWN COUNCIL of The Guildhall, Lower Fore Street, Saltash PL12 6JX.
- 2 RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the consent of Barratt Homes Limited of Wingrove House, Ponteland Road, Newcastle Upon Tyne NE5 3DP, Persimmon Homes (South West) Limited of Persimmon House, Fulford, York YO1 4RL and Wimpey Homes Holdings Limited of 3 Shortlands, London W6 8EZ or solicitors acting on their behalf.
- 3 (20.10.2004) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without the consent of Persimmon Homes Limited of Persimmon House, Fulford, York YO19 4FE or a solicitor acting on its behalf.
- 4 (09.03.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants in the registers of title and of indemnity in respect thereof.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (06.07.1989) By a Conveyance dated 27 April 1917 made between (1) Mary Hannaford (Vendor) and (2) Joseph Henry Willcock (Purchaser) the land edged and numbered 3 in blue on the title plan together with other land was conveyed subject as follows:-

Subject to the right to continue the water pipe under the field Numbered 509 in the said Schedule the persons entitled thereto paying for any damage in repairing the same.

NOTE: The land edged and numbered 3 in blue on the title plan comprises part of the field numbered 509.

- 2 (01.06.2000) A Conveyance dated 29 October 1930 made between (1) Ernestine Dunstan (Vendor) and (2) John Ball (Purchaser) is expressed to convey the land edged and numbered 9 in blue on the title plan and other land subject as follows:-

## C: Charges Register continued

"Subject to the payment to the said Duke of Cornwall his heirs and successors of the annual sum of One pound and one penny."

By a Conveyance dated 19 April 1990 made between (1) Derek John Batten and Muriel Hilda Batten (Vendors) and (2) Secretary of State for Transport (Purchaser) this annual sum became payable exclusively out of the land edged and numbered 9 in blue on the filed plan (together with other land) in informal exoneration of other land affected thereby in the following terms:-

"4. IN so far as the same is still subsisting and payable the entirety of the annual sum mentioned in the 1930 Conveyance shall be charged exclusively on the residue of the property comprised in a Conveyance dated the First day of June One thousand nine hundred and eighty eight specified in the Third Schedule excluding the said land (hereinafter called "the retained land") but retained by the Vendors in exoneration of the said land The Vendor hereby charges the retained land with the payment of the entirety of such annual sum."

NOTE: The land edged and numbered 9 in blue on the title plan comprises part of the property comprised in the Conveyance dated 1 June 1988.

- 3 (22.04.1998) The land edged and numbered 3, 4 and 11 in blue and edged and numbered 5 and 14 in blue on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 14 December 1970 made between (1) Doris May Dennis (Vendor) and (2) Gilston Estates Company (Purchaser):-

"EXCEPT AND RESERVED to the Vendor and her successors in title the owner or occupier for the time being of all or any part of the land edged blue on the said plan and her or their servants and Licencees

(a) full right and liberty from time to time and at all times hereafter and for all purposes to pass and repass with or without animals and vehicles over and upon the roadway coloured brown on the said plan and every part thereof to or from the said land edged blue on the said plan the Purchaser or its successors in title being under no obligation to put and keep such roadway into any particular state of repair or condition and

(b) full right and liberty to the free passage and running of water soil gas electricity or other service through or along soil and service water sewers and drains watercourses gas and electricity and other pipes wires cables and mains now or within Twenty one years made in under or over the property hereby conveyed together with the right to enter upon the property hereby conveyed for the purposes of laying inspecting repairing maintaining and renewing the said soil and service water sewers and drains watercourses gas and electricity and other pipes wires and cables and mains and making connections thereto the person or persons exercising such rights making good all damage occasioned thereby."

NOTE: The land edged blue referred to adjoins the southern boundary of the land in this title. The roadway coloured brown referred to is edged and numbered 5 and 14 in blue on the title plan.

- 4 (06.07.1989) The parts of the land affected thereby are subject to the following rights granted by a Conveyance of land lying to the north dated 1 February 1973 made between (1) Gilston Estates Company (Vendor) (2) Midland Bank Limited (Mortgagee) and (3) The South Western Electricity Board (Board):-

"TOGETHER with a right to place underground electric lines under the land shown for the like purpose of identification coloured brown on the said plan and thereafter to use the said lines the Board making good any damage caused as soon as practicable."

NOTE: The land coloured brown referred to is shown hatched blue on the title plan so far as it affects the land in this title.

- 5 (16.04.1987) By a Conveyance of the land edged and numbered 1 in blue on the title plan and other land dated 20 January 1982 made between (1)



## C: Charges Register continued

Trustive Investment Company Limited (Vendor) (2) Stanley David Samwell (Liquidator) (3) B L Holdings Limited (Trustee) and (4) Moorage (Property Developments) Limited (Purchaser) the land was conveyed subject as follows:-

"Subject to:-

Any public rights in respect of ways or otherwise and any rights of the public or the Government or any Company or Local or other Authority in respect of cables wires poles conduits or apparatus for telegraph telephone or electricity supply purposes sewers or drains (including manholes connected therewith) or water or gas mains pipes or apparatus and subject to and with the benefit of the agreements affecting the same (if any)

(f) any liability to make up repair or contribute to the repair upkeep and maintenance of roads footpaths watercourses pipelines sewers drains gutters ditches hedges or fences party walls and all agreements or other arrangements with respect to any such repair upkeep or maintenance as aforesaid and all rights of adjacent owners as regards the same respectively or as regards the supply of water gas drainage or other like matters."

- 6 (22.04.1998) By a Conveyance dated 20 January 1982 made between (1) Trustive Investment Company Limited (Vendor) (2) Stanley David Samwell (Liquidator) and (3) B L Holdings Limited (Purchaser) the land edged and numbered 3, 4 and 11 in blue and edged and numbered 5 and 14 in blue on the title plan together with other land was conveyed subject as follows:-

"Subject to:-

such mineral rights therein as may be vested in the Duchy of Cornwall

any public rights in respect of ways or otherwise and any rights of the public or the Government or any Company or Local or other Authority in respect of cables wires poles conduits or apparatus for telegraph telephone or electricity supply purposes sewers or drains (including manholes connected therewith) or water or gas mains pipes or apparatus and subject to and with the benefit of the agreements affecting the same (if any)

any liability to make up repair or contribute to the repair upkeep and maintenance of roads footpaths watercourses pipelines sewers drains gutters ditches hedges or fences party walls and all agreements or other arrangements with respect to any such repair upkeep or maintenance as aforesaid and all rights of adjacent owners as regards the same respectively or as regards the supply of water gas drainage or other like matters."

- 7 (16.04.1987) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 3 June 1985 made between (1) Moorage (Property Developments) Limited (Grantor) and (2) The Cornwall County Council (Grantee):-

"WHEREAS:-

(1) The Grantor is the owner of a piece of land adjoining the roadway known as Gilston Road Saltash in the County of Cornwall (hereinafter called "the roadway") and part of which said piece of land is shown on the plan annexed hereto and thereon hatched blue

(2) The Grantee is the highway authority in respect of the roadway

(3) The Grantor has at the request of the Grantee agreed to enter into this Deed to allow the Grantee access onto the Grantor's said land for the purposes hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

1. THE Grantor as beneficial owner hereby grants unto the Grantee in fee simple the following:-

## C: Charges Register continued

(i) The right and liberty for the Grantee and its successors in title to use for the passage conveyance and disposal of surface water from the roadway the surface water drain between points "A" and "B" on the said plan and all other ancillary works thereto

(ii) The right and liberty from time to time for the Grantee its officer servants workmen and agents with or without machinery materials and appliances to enter upon the said piece of land to inspect cleanse maintain repair or renew the said drain and ancillary works or any part or parts thereof doing as little damage as possible to such land and repairing and making good the same forthwith upon the exercise and completion of the above right to the reasonable satisfaction of the owner or occupier for the time being thereof

2. THE Grantee hereby indemnifies the Grantor and its successors in title from and against any loss damage claim action or any other matters arising out of the exercise of its said rights as aforesaid."

NOTE: The land hatched blue on the deed plan mentioned in Recital (1) is edged and numbered 1 in blue on the title plan. The points "A" and "B" on the Deed Plan mentioned in clause 1 (i) are reproduced on the filed plan.

- 8 (23.06.1997) A Deed dated 18 June 1997 pursuant to section 106 of the Town and Country Planning Act 1990 made between (1) Caradon District Council (2) M Baker (Property Services) Limited (3) Midland Bank Plc and (4) South West Water Services Limited contains covenants and provisions relating to the residential development associated site works and access to the land edged and numbered 2, 3, 4 and 11 in blue on the title plan and other land.

NOTE: Copy filed under CL46018.

- 9 (09.12.1997) An Agreement dated 30 September 1997 made between (1) Derek John Batten and Muriel Hilda Batten (2) The Cornwall County Council and (3) M Baker (Property Services) Limited contains provisions for the grant of rights over the land in this title and other land in the circumstances therein mentioned.

NOTE: Copy filed under CL30879.

- 10 (15.01.1999) A Deed dated 30 September 1997 pursuant to section 106 of the Town and Country Planning Act 1990 made between (1) Caradon District Council (2) M Baker (Property Services) Limited (3) Midland Bank Plc (4) Jacqueline Mary Du Plessis (5) Christopher Bernard Harrison and Jennifer Harrison (6) Lloyds Bank Plc (7) Derek John Batten and Muriel Hilda Batten (8) Westgrove Projects Limited and (9) South West Water Services Limited contains covenants and provisions relating to the residential development associated site works and access to the land in this title and other land.

NOTE: Copy filed under CL143451.

- 11 (15.01.1999) A Deed dated 25 September 1998 pursuant to section 106 of the Town and Country Planning Act 1990 made between (1) Caradon District Council (2) M Baker (Property Services) Limited (3) Midland Bank Plc (4) Jacqueline Mary Du Plessis (5) Christopher Bernard Harrison and Jennifer Harrison (6) Derek John Batten and Muriel Hilda Batten (7) Westgrove Projects Limited and (8) South West Water Limited contains covenants and provisions relating to the residential development associated site works and access to the land in this title (and other land).

NOTE: Copy filed under CL143451.

- 12 (01.06.2000) A Deed dated 2 May 2000 made between (1) M Baker (Property Services Limited (2) Barratt Homes Limited (3) Cofton Limited (4) Persimmon Homes (South West) Limited and (5) Wimpey Homes Holdings Limited contains restrictive covenants.

NOTE: Copy filed under CL178044.

- 13 (08.06.2000) An Agreement dated 2 May 2000 pursuant to section 111 of the Local Government Act 1972, sections 38, 72 and 278 of the Highways

## C: Charges Register continued

Act 1980 and section 106 of the Town and Country Planning Act 1990 made between (1) The Cornwall County Council and (2) Cofton Limited contains an estate contract to transfer the land edged and numbered 11 and 14 in blue on the title plan to the Cornwall County Council within 21 years from the date of the said Agreement.

*NOTE: Copy filed under CL159783.*

- 14 (04.09.2001) An Agreement dated 9 April 2001 made between (1) Caradon District Council (2) Cofton Limited and (3) The Governor and Company of The Bank of Scotland pursuant to Section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

*NOTE: Copy filed under CL159783.*

- 15 (01.10.2002) An Agreement dated 20 September 2002 made between (1) The Cornwall County Council and (2) Cofton Limited and (3) De Montfort Insurance Company Plc relates to the construction maintenance and adoption of an estate road and contains an option for the Council to call for a conveyance of the same. Clause 9 of the Agreement contains a restrictive condition.

*NOTE: Copy filed.*

- 16 (01.10.2002) An Agreement dated 23 September 2002 made between (1) The Cornwall County Council and (2) Cofton Limited and (3) De Montfort Insurance Company Plc relates to the construction maintenance and adoption of an estate road and contains an option for the Council to call for a conveyance of the same. Clause 9 of the Agreement contains a restrictive condition.

*NOTE: Copy filed.*

- 17 (13.03.2003) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 1 in yellow on the title plan dated 14 November 2003 referred to in the schedule of leases hereto:-

"1.1 In this Lease, unless the context otherwise requires, the following words have the following meanings:

"Accessway" that part of the Retained Property coloured green on the Plan which provides access to and egress from the Property;

"Cables" any wire, cable, tube, pipe, conductor or other similar thing (including its casing or coating) placed on or in the ground for transmitting or distributing electricity or both, together with cooling systems and junction boxes and other ancillary equipment;

"Cable Route" that part of the Retained Property coloured green on the Plan;

"Retained Property" the land coloured green which is part of the Landlord's adjoining property

2.1(a) together with the rights contained in schedule 1

Schedule 1  
Rights granted

1. The right for the Tenant and all persons expressly or by implication authorised by the Tenant:

(a) to pass and repass at all times with or without vehicles and machinery over the Accessway

(b) to use the Cables under the Accessway and the Cable Route at all times during the Term;

(c) at reasonable times and on reasonable notice (but in emergency at any time and without notice) to enter and remain on both the Accessway and the Retained Property; and (d) to inspect, repair, renew and maintain the Cables under the Accessway and the Cable Route.

## C: Charges Register continued

making good any damage caused

2. The right of support for the Property from the Retained Property."

*NOTE: Copy plan filed.*

- 18 (13.03.2003) The parts of the land affected thereby are subject to the rights granted by the Lease of the land edged and numbered 2 in yellow on the title plan dated 14 November 2002 referred to in the schedule of leases hereto which are identical to those contained in the Lease dated 14 November 2002 referred to above.

*NOTE: Copy plan filed.*

- 19 (28.10.2003) An Agreement dated 23 October 2003 pursuant to Section 25 of the Highways Act 1980 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 made between (1) The Cornwall County Council (2) Cofton Limited and (3) De Montfort Insurance Company PLC contains an estate contract to transfer the cycleways defined therein to The Cornwall County Council within 21 years from the date of the said Agreement.

*NOTE: Copy filed.*

- 20 (17.05.2004) An Agreement dated 12 May 2004 made between (1) The Cornwall County Council (2) Cofton Limited and (3) De Montfort Insurance Company PLC relates to the construction, maintenance and adoption of estate roads and contains an option for the Council to call for a transfer of the same.

*NOTE: Copy filed.*

- 21 (20.10.2004) The parts of the land affected thereby are subject to the following rights granted by a Transfer of adjoining land dated 3 September 2004 made between (1) Cofton Limited and others and (2) Persimmon Homes Limited (Transferee):-

"12.4 Cofton Limited grants to the Transferee and its successors in title the following rights of access onto the land comprised in title number CL179736 ("the Cofton Land"):-

12.4.1 constructing on the Cofton Land a noise bund to the north of the Property including any necessary tree planting; and

12.4.2 constructing a cycle link on the Cofton Land from the Property to the main cycleway route constructed by Cofton Limited on the Cofton Land

12.4.3 constructing a roadway and footpaths and ancillary works along a route to be agreed by Cofton Limited (such agreement not to be unreasonably withheld or delayed) so as to connect the Property with the existing road to the west of the same and thereafter to maintain and repair the same

12.4.4 such other access as may be required for the Transferee to implement the planning consent and comply with and constructing any Section 106 requirements for the development of the Property

12.4.5 to carry out and construct the Works detailed as clause 10 of the Agreement in default of Cofton Limited

In each case subject to the Transferee causing as little damage as possible to the Cofton Land and making good all damage caused to the reasonable satisfaction of Cofton Limited and subject further to the Transferee then maintaining such works (save those specified in paragraphs 12.4.1 and 12.4.5 pending their adoption and indemnifying Cofton Limited from and against all actions claims and demands arising from the presence and/or state of repair of the same."

*NOTE: The land transferred was registered under title number CL159734.*

- 22 (09.03.2016) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

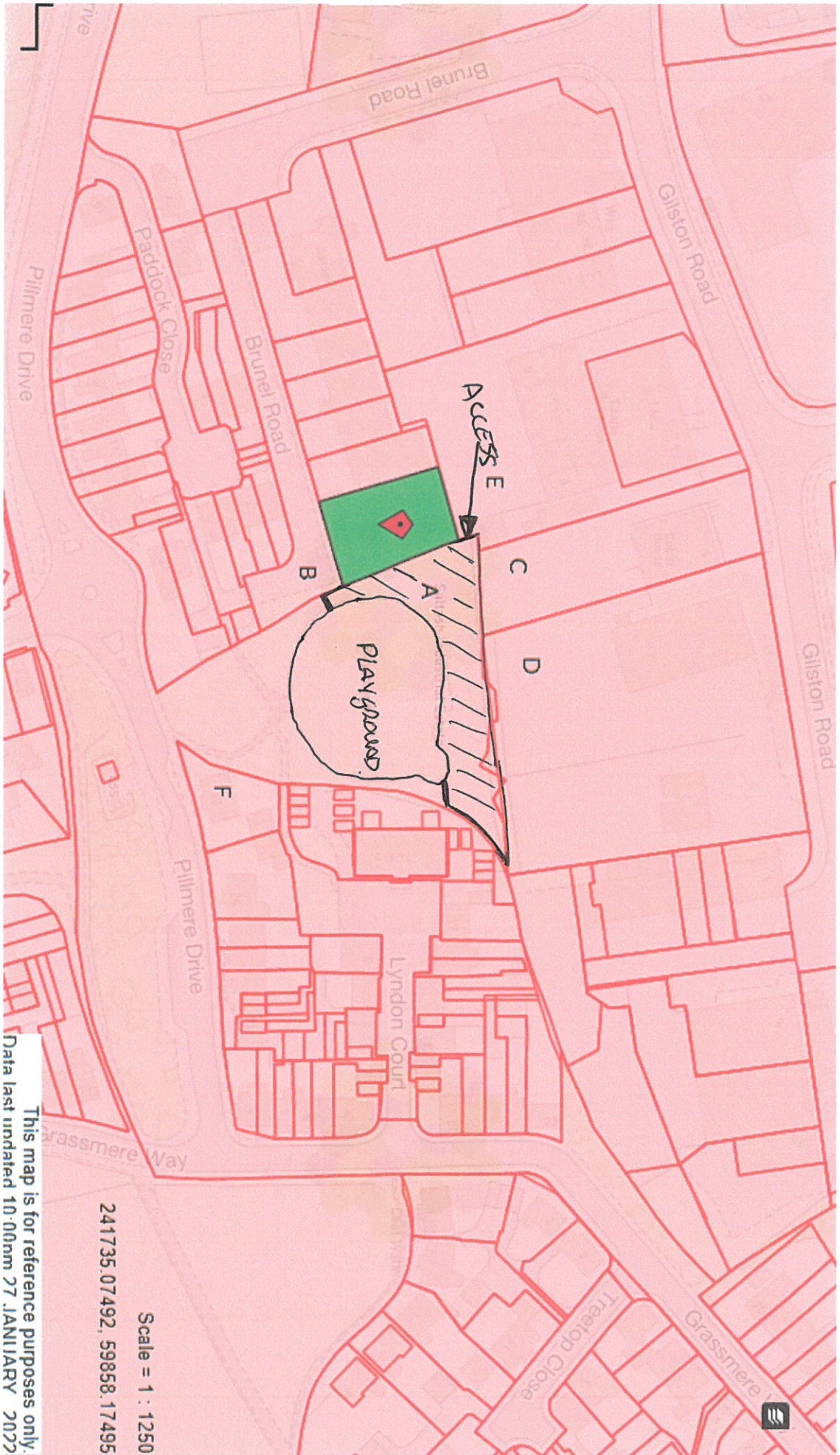
## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	13.03.2003 Edged and Numbered 1 in yellow	Electricity Sub-station site	14.11.2002 99 years from 14.11.2002	CL192605
NOTE: See the entry in the Charges Register relating to the rights granted by this lease				
2	13.03.2003 Edged and numbered 2 in yellow	Electricity Sub-station site	14.11.2002 99 years from 14.11.2002	CL192606
NOTE: See the entry in the Charges Register relating to the rights granted by this lease				

End of register

























**To receive and note a report from the Service Delivery Department and consider any associated expenditure**

**Sharp's Incidents** – it is to be noted that incidents involving Sharp's and other drug paraphernalia have reduced in recent weeks.

Sharp's handling kits have been created and are now available in each STC vehicle with additional kits stored at the Guildhall and at Longstone Depot. Each kit includes: Needle Stick proof gloves, Sharp's picker, 1 litre sharp's boxes, disinfectant spray, paper towels and sealable yellows waste bags.

Suppliers for the Sharp's bins and disposal of bins have been reviewed to ensure a reliable and cost effective solution.

All existing SDD Team members have commenced a Vaccination Program for Hepatitis A and Hepatitis B and Tetanus.

Reports of each incident are being made to Devon and Cornwall Police, so that a history is built up and D&C Police may increase patrols to the problem areas. SDM has spoken to a local Police Officer regarding the incidents, so that they are aware of the issue, and was informed that a Police presence will take place from time to time depending on availability.

SDM has approached the representative from 'We Are with You', and is currently awaiting confirmation regarding the initialisation of the Needle Exchange for Saltash, and Posters to be displayed in the Public Toilets to advertise the Needle Exchange.

UV light fittings have been purchased for the Public Toilet Blocks and will be installed in due course.

**Are there any other options for Sharps Handling and Disposal that Council wish to be investigated?**

**Pontoon** – 3 contractors were approached for quotations to repair the damage caused by Storm Arwen. One price has been received, one contractor has declined and the other is struggling with the logistics of the repair so may not submit. The received quote has been provided to the Finance Officer for the Insurance Company.

**Wild Flower Meadows** – the Yellow Rattle seed was ordered on the 14<sup>th</sup> December 2021. Finally being delivered on the 18<sup>th</sup> January 2022. Works to sow the seed are to be undertaken shortly.

**Grounds Maintenance Sites** – the works to reform the path edges and remove moss at various sites have been completed. However, the application of a moss control treatment was cancelled due to the decision to no longer use herbicides. Moss removal will now be undertaken using cultural methods.

The maintenance of the pathways throughout Pillmere has now been completed, with SDM to inspect and draw up a snagging list. There are some piles of green waste in some

locations that will need to be removed or chipped on site. SDM will decide the best way forward after inspection.

The reformative work to shrubs beds commenced at the start of February. Sites to be worked on are Huntley Gardens, Silver Street, The Station, CO Op car park, North Road, Brunel statue & Brunel Bust, outside Merkur Slots, Bridge Slip road and the Celtic Cross. We shall be digging borders over and removing weeds. The plans to apply a residual herbicide have been cancelled and weeds will now be controlled using cultural methods

The Play Areas at Ashton way, Grassmere Way and Honeysuckle way will have hedges and shrubs pruned.

**Winter Bedding** – the SDD is monitoring the bedding, removing weeds, dead heading and irrigating as required.

**Trees** – The tree survey report was finally received on the 27<sup>th</sup> January 2022. Quotations for the necessary works highlighted in the reports are now being sourced.

**Ashton way Play Area** – The hedgerow reduction planned for Ashton Way Play Area is yet to be undertaken

**Allotments** – hedge trimming is yet to be undertaken at the allotment sites. This is scheduled for February / March 2022.

**Churchtown Cemetery Grounds maintenance** – Maintenance of the shrub borders was completed in early December 2021, including the buxus hedges. The perimeter hedgerows are scheduled to be cut in February / March.

**St Stephens Churchyard** – The reforming of pathways and moss sweeping was completed in the Autumn 2021. However, the application of a moss control treatment was cancelled due to the decision to no longer use herbicides. Moss removal will now be undertaken using cultural methods.

The works to cut hedges, prune shrubs and remove self-set elders is scheduled for February / March.

**Public Toilets** – Waterside Cubicle repair is completed and open for use, with decoration required along with Flush repairs in another cubicle. Graffiti was removed from the internal and externals of Longstone Park Toilets. New Toilet block signs have been installed on each block. Blockages have been cleared at Belle Vue and Longstone Park toilets.

**Building Premises** – maintenance and repairs of the STC buildings has been ongoing with various light fittings and electrical switches replaced at the Guild Hall along with a toilet mechanism replacement. Emergency lighting replacement and Security Light replacement at the Maurice Huggins Room. Replacement of an Emergency Bulkhead light at the Library. Internal Light replaced at the Cemetery Hut.

**PAT Testing** – the testing is ongoing with only some areas of the Guild hall remaining incomplete at the time of writing. PAT testing is now undertaken by the SDD instead of using a contractor.

**Vehicles and Equipment** – Servicing of vehicles is being undertaken as they fall due. Winter servicing of the horticultural equipment is in progress to ensure everything is ready to use when required.

**Dog Fouling** – Update from Cornwall Council Highways and Environment Officer relating to permissions for pavement markings:

“I have passed your email to the Asset Team within Cornwall Council as this is not a standard Highways request”.

“Unfortunately this is not a request that can be given permission. Road marking via paint was agreed during the COVID social distancing measures, but is not a process Cornwall Council want adopted for other versions of signing”.

Cornwall Council Officer.

The administration department are working on the ‘educational’ promotion.

**Statutory Inspections** – weekly inspections continue to all premises including fire and security systems, emergency lighting and legionella tap running. Vehicles and equipment are inspected weekly with daily pre start checks. Play area equipment is inspected weekly for any faults by a ROSPA qualified team member. During the checks any issues arising are identified and included in the SDD work programs, prioritising emergency and Health and Safety issues first.

The SDD management team monitor and ensure that Statutory checks requiring a contractor are undertaken at the required frequencies.

**Covid-19 Town Centre and Water Front** –the public toilet cleaning round continues at a frequency of twice per day. Covid-19 Protocols continue. All the benches, bins and other touch points are being spray sanitised once each day (weather dependant).

**Covid-19 Play Areas** – the play equipment, benches, bins, gates and other touch points in the 3 play areas (Grassmere Way, Honeysuckle Way and Ashton Way) are being spray sanitised once per day.

**Covid-19 SDD logistics** – the SDD continue following the Covid-19 Risk Assessments, with team members working in team bubbles with staggered start/finish times and dedicated vehicles to each team. Vehicles and equipment are sanitised at the end of a shift. All premises in use, including the public toilets, are sanitised with a fogging machine at the end of the day (The Library and the Guildhall is fogged early mornings). Other premises not in use daily are cleaned and fogged after use – Station and MHR).

**End of Report**  
**Service Delivery Manager**

## **Platinum Jubilee – Beacon Report**

**Cllr Richard Bickford**

**8<sup>th</sup> Feb 2022**

### **Condition of the old beacon**

The old beacon was removed from its original location around 5 years ago. The oak post that was underground looked a little rotten, but the reality is that it was almost certainly strong enough. The main issue with using the beacon was that the boat park had been created after it was installed so the location became unsuitable for any realistic use.

The beacon parts were retained and stored at the cemetery. After inspection they look like they are reusable. The oak post is 3.5m now, probably a bit shorter than originally. The basket is usable if a little rusty and the sign is good. SDM is supportive of reinstalling it, subject to agreement at Services.

### **Possible new location**

I have marked a star where I think it could go on/near Jubilee Green as this is where we have chosen for the main STC celebrations. This would of course need the permission of Cornwall Council, and fairly swiftly too, along with a design of how it would be installed.

I think it would all be much better in that area if the scruffy bush was removed. I can't see it brings any significant benefit. In fact CC have to trim it a lot as it overgrows the path and car park. It looks like it is responsible for that bit of the car park being quite messy too. It is also something for people to hide behind.

If it were taken out entirely then I think there would be enough space to place it in that corner, away from the other small tree and the festival light string.

If installed here, the area lends itself to being fairly easy to cordon off when the beacon is to be used with good line of sight from Jubilee Green and Old Ferry Road.

### **Costs**

Installation costs are not yet clear, but will involve a digger to form the foundations and some concrete to give a stable base. If we chose to continue then I would suggest we could delegate the detail and installation to the Service Delivery Manager.

### **Budget**

£500 was allocated towards the Jubilee beacon costs in January

£1440 is available in the 6573 SE EMF Public Art & Maintenance budget

Further budget could be made available from a Grounds Maintenance budget

If the Services committee wish to proceed then I suggest we allocate a budget of up to £xxx (how much do we want to spend) from the above available budget lines to ensure a timely delivery.

### **Alternatives**

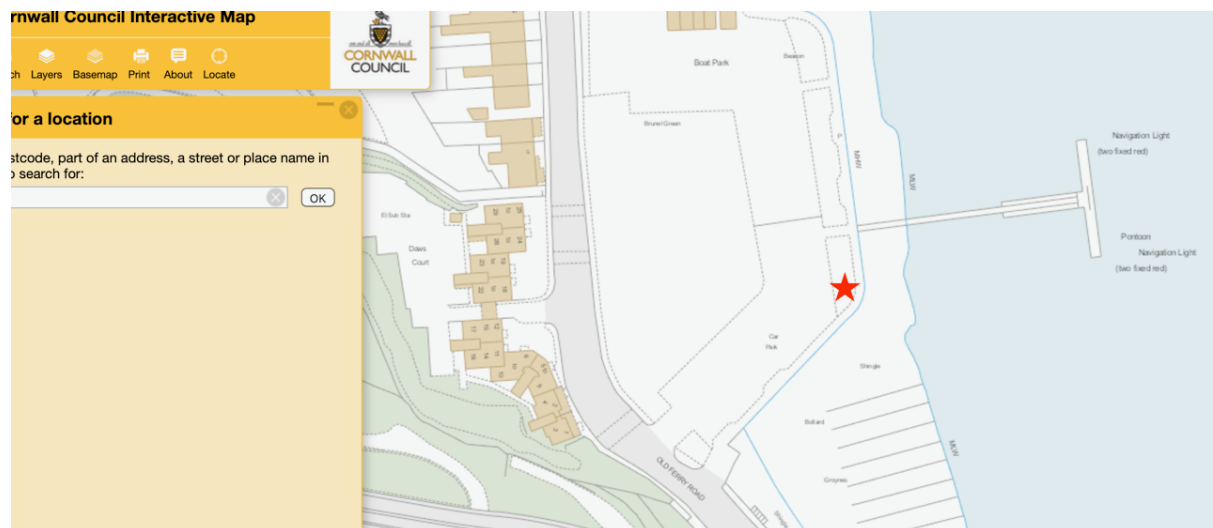
If we choose not to install the beacon, or if it cannot be installed for any reason, the alternative is to purchase the Jubilee gas beacon at £500, or reuse the Town Councils current gas beacon. Having reviewed the current beacon I can confirm that it is extendable to beyond 2.5m in height and would be entirely suitable.

























## **To review and consider the current Christmas Lights and 2022 Christmas Light Switch on Event and any associated expenditure**

The Christmas Lights for 2021 had various issues mainly associated with the electrical infrastructure, with water ingress playing a major part in the problems encountered. After Storm Arwen, there were significant problems, with further issues encountered as the festive period progressed. The appointed contractor was extremely helpful and responded in an efficient and timely manner to resolve the issues. Subsequently provisional plans for the summer of 2022 are in place for the lighting infrastructure to be inspected, with any defects to be repaired as required so that the same issues are not encountered in 2022.

It is noted that the current display has not been updated for several years. It is not possible to add additional 'cross street motifs' due to the fact there are no poles in place to do so. It is possible to update the 10 lamppost hangers, Fore Street tree snowfall lights and the River of Lights display. The photos below are of displays in other towns that could be considered to update the Saltash display.

It may be possible for the 'spheres' and 'snow fall' lights shown in the photos to be installed on the existing 'River of Lights' in Fore Street using the existing fittings. Note that this will enquire further investigation.

### Barbican, Plymouth





Swanage, Dorset

*Station Road at Night*



*'Sphere' close up*





*'Snowfall' close up*



It is recommended that:

- 1. The Festive Light Infrastructure is inspected and any repairs required are undertaken during the summer months of 2022.**
- 2. The updated display lights are researched and associated costs sourced to include 'the spheres' and 'snowfall' lights for the River of Lights.**

**Finance:**

Budget: 6572 SE EMF Festive Lights

Available Budget: Approximately £11,000 for the year 2022-2023

**End of Report**  
**Service Delivery Manager**

## **To receive and consider a non-herbicide weed control report and any associated expenditure**

At December's Services Committee Meeting it was resolved to discontinue the use herbicides for the control of weeds, and that the SDD will remove weeds mechanically and culturally at any highlighted problem areas.

For the SDD to be efficient and productive removing weeds the correct equipment will be required so that we operate productively and efficiently

With this in mind SDM and ASDM have attended a Demo Day in mid-January, where we looked at a range of equipment that is available to facilitate this work. The equipment looked at included thermal heat (can be used on Borders as well as hard surfaces), pedestrian power unit that takes various attachments including weed removal brushes, sweeper, mowers and a number of others (HAVS readings are extremely low allowing all day use), and brushes that use strimmers for a power unit (high HAVS meter readings providing limited use of approximately 10 – 15 minutes per day).

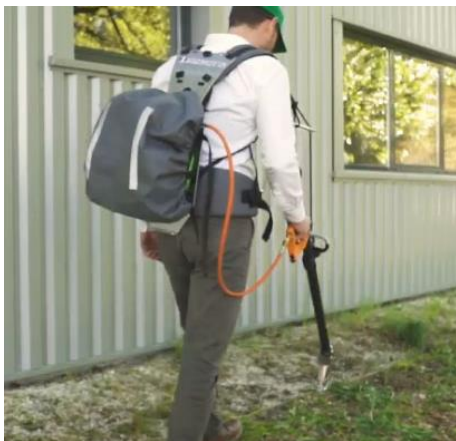
Following on from the demo day, SDM arranged a further demonstration with the supplier at the end of January of the pedestrian power unit with a mowing head as we were not able to see this in action at the Demo Day.

Quotations have been requested for the machinery that we feel will enable the SDD team to undertake the weed removal & control work productively, along with adding to our abilities to deliver a range of maintenance tasks in other areas.

Equipment prices:

1. NEW RipaGreen Mobile Kit - Thermal Heat lance and back pack priced at £1,950 + VAT

*RipaGreen Mobile Kit*



2. NEW RipaGreen Easy Kit - Thermal Heat lance, back pack and trolley kit priced at £2,300 + VAT

3. NEW Kersten UBS Hydro 2 PTO 2 wheeled Tractor c/w front sweeper attachment and weedbrush attachment priced at £14,250 + VAT

*Sweeper attachment on 2 wheeled tractor*



*Weed brush attachment on 2 wheeled tractor*



4. NEW Kersten TSM900 flail mower attachment to fit UBS power unit priced at £1,895 + VAT

*Flail mower attachment for 2 wheel tractor*



5. USED Kersten UBS 14 PTO 2 wheeled Tractor c/w front sweeper attachment and weedbrush attachment priced at £7,650 + VAT
6. NEW WeedGo Pro weed removal brush to fit strimmer priced at £445 + VAT

*WeedGo Pro on Stihl Strimmer*



The 2 wheeled tractor unit is extremely flexible with tasks, depending on which attachment is fitted. The attachments identified will enable us to undertake the weed removal efficiently and productively, around Saltash, but also enable the increase in quality of works to our existing site portfolio. The addition of the flail mower attachment will be beneficial as it will make pathway clearance works, and Cemetery mowing work more productive. We will then be able to sell some of the other equipment currently not greatly used as it will have become surplus to requirements.

**It is recommended that:**

1. **STC purchases no.1, no.4 and no.5 (if still available) and no.6 as listed above.**
2. **At a total cost of £11,940 + VAT split equally at £5,970 + VAT between:**
  - **BA EMF 6071 EMF Replace Machinery and Equipment**
  - **Services EMF 6578 Services EMF Equipment and Vehicles**

**Finance:**

Budget: 6071 **BA EMF** Replace Machinery and Equipment

Available Budget: £14,967 for the years 2021-2022

Budget: 6578 **Services EMF** Equipment and Vehicles

Available Budget: £16,734 for the year 2021-22

Available Budget: an additional £20,000 precept budget for the year 2022-23

**End of Report**

**Service Delivery Manager**



# **A proposal for the renovation of Summerfields Park**

By Friends of Summerfields Park

February 2022

## **1. Introduction**

I personally moved into Summerfields in 2006 when the park was mostly furnished. It had a toddler swing on the top level. 2 swings and a medium slide on the middle section. A bank slide from the middle section to the bottom and a see saw in the bottom corner. There was also space for another item in the other bottom corner but this had already been removed. Cormac has subsequently told me there was originally climbing apparatus there.

My own children with many other local youngsters living in the surrounding streets used to spend most of their weekends and school holidays playing in the park with. It was a lovely, local and safe space that they could all play in together.

Around 2009 equipment started to be removed, I contacted Cornwall Council when the swings were taken and was assured that they would be replaced. They never have been. Over the years more and more equipment was removed which led to local children no longer having an enjoyable place to play together. It has now led to many local children not knowing others who are their neighbours.

The area now has no play equipment at all and is not maintained as well as it could be. Trees and brambles have been left to grow over the boundaries considerably and the paths left to grow slippery moss. Some local residents have also allowed dogs to foul in the park amongst the long grass. All of this now makes it a dangerous place for our children to play.

*Lisa Mortimore – Summerfields Resident and Chair of Friends of Summerfield Park*

When I moved here in 2001 my son was two and loved the baby swing. As it was close to our house we used it every day and spent hours in there in each week, no matter the time of year. My daughter soon arrived and then it was a place of safety for them both to grow, learn and play also meeting children from the area. As they grew they could play on the bigger equipment and also using fallen branches to build dens, pirate ships and all manner of make believe. It was a big part of their childhood and we would like to bring it back to a place of safety for children to play and have fun.

*Sarah Hirst – Summerfields Resident and Friends of Summerfields Park committee member*



Like many of the local grandparents, I took my granddaughter to play in the park when the play equipment was in place. When it was removed, we were repeatedly told it would be replaced. Since then, there are now 2 new housing estates in St Stephens.

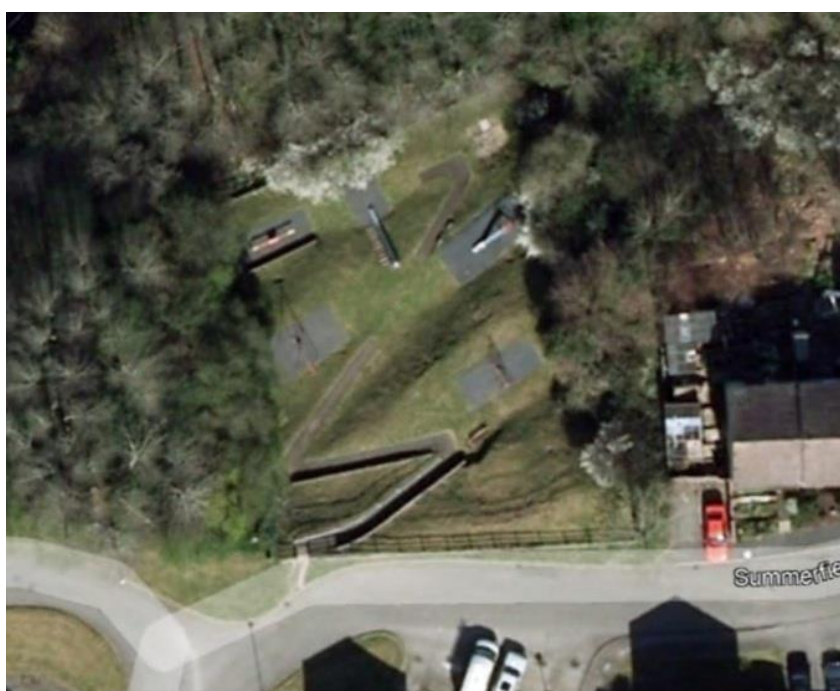
Local children are experiencing social problems affecting their wellbeing and Covid 19 has exacerbated this. Communities are rightly being urged to become greener and cut fuel consumption. Many local families cannot afford to travel to alternative sites and little children lack the strength to walk far. For these and many other reasons, we think it is vital that positive action is taken to ensure Summerfields Park is reinstated as soon as possible.

*Jane Scantlebury, Summerfields Resident and Secretary of Friends of Summerfields Park*

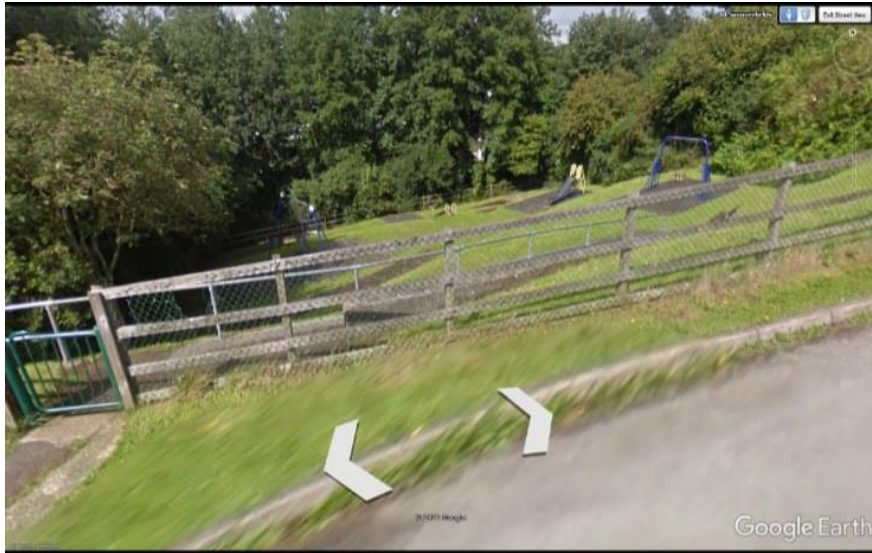
## **2. History**

One of the play equipment providers advising us did some research and told us the following:

“ This was a satellite image from 2007, it clearly shows the original locations of equipment. I would initially focus on all the areas where equipment once was, I have also attached a google street view from 2011 when the site was well maintained. It looks like between 2010 and 2015 the majority of the equipment was removed, and maintenance ceased in 2018/2019. ”







### **3. Vision**

The aim of Friends of Summerfields Park is:

“ To re-establish and promote Summerfields Park as a beautiful, fun and safe environment for young people and families to enjoy. “

We, and local residents as a whole, are desperate for the local play park to be refurbished.

We would like a multi play area with several pieces of equipment for all ages.

#### **3.1 Equipment specification**

When we conducted a consultation survey with local residents, we asked what play equipment they would like. This is what they said in order of preference:

- Swings
- Slide
- Climbing Frame / Monkey Bars
- Roundabout
- Obstacle / Trim Trail
- See Saw
- Toddler Swing
- Toddler Area
- Trampoline
- Zip Wire

In addition, we also contacted teachers in local primary schools who asked children in Early Years, Key Stage 1 and Key Stage 2 classes what they would like to see in the park. The children stated, in order of preference, that they would like to see:

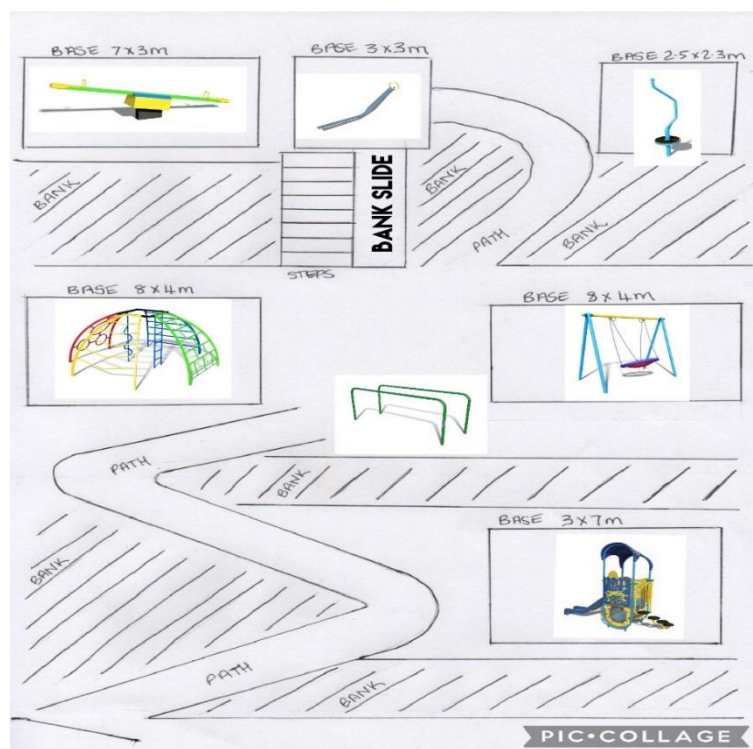
- Swings
- Climbing frame
- Slide
- See Saw

After considering the above feedback we have established the following wish list of preferred equipment:

- Bank Slide
- Swings
- Climbing Frame
- See Saw
- Roundabout
- Toddler Area

### 3.2 Location plan

Following advice received from Cormac and play equipment providers, we have devised the following location plan for the play equipment utilising the current spaces in the park and ensuring that the required falling space is provided:



We also would like to take advantage of the banks by planting wildflowers or plants that will attract wildlife. We also would like bird boxes and bug hotels to be placed around the site.

### **3.3 Durability, access and space considerations**

Cormac and play providers have advised us that we should opt for steel over wood as it has a much longer shelf life. Wood is also not a good choice for this site as it down in a dip and surrounded by tall trees. As we are limited on space, due to the width of each level, we have been advised that we should opt for a basket swing. This is also inclusive for disabled children and also suitable for toddlers and older children.

There is not the space to accommodate all the equipment in the wish list. There is a small space in the bottom right hand corner that will only fit a small item. We decided to opt for a spinner instead of a roundabout as this can be placed in this small space. If we were to go with a full sized roundabout we would lose either the climbing frame or swing.

### **3.4 A phased approach**

We would like to explore the possibility of completing the restoration in stages as we feel this will get equipment in the park quickly and generate more local support in fundraising as people see the progress step by step. This will help to maintain their interest and enthusiasm to reach each stage.

### **3.5 The current state of the site**

Below are some pictures of the site currently, as you can see the site is very overgrown and unkempt compared to the earlier pictures above when equipment was in place.

View from top





View from middle to bottom left corner



View from top of steps to bottom where bank slide was positioned



View from bottom path to right side



#### **4. Evidence of Need**

Since we established ourselves in autumn 2021, many local Saltash residents have come forward to offer help, support and feedback. The overwhelming evidence is that this park is really needed, the next local play area being over 1 mile away.

There are many families within the local area who will hugely benefit from the park being restored. Currently, children and their families are losing out. This park has been redundant for many years now and it is unfair that youngsters should have nowhere to play.

The park originally provided a safe community space for local children to play together, they now have nowhere to go. We now see in our community DIY swings being put up in trees in precarious positions over dangerous roads. A furnished park will stop these unofficial play areas sprouting up.

An outdoor play area is vital to support children and young people's positive wellbeing and social development. What better childhood is there than playing outside with your friends in a safe outdoor space?

Here's a photo of local children, residents and supporters, which accompanied an editorial in the local press in October 2021. We had very short notice to take the photo. We had a very good turn-out on the day considering we had less than 24 hours' notice and it was a weekday, meeting just after school.





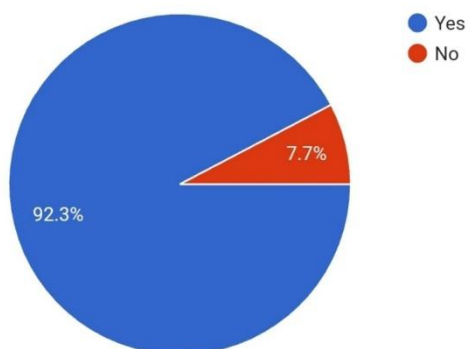
## 4.1 Our survey to assess evidence of need

A survey of local residents was devised and distributed in October / November 2021 asking for their views. We had an amazing response, receiving 286 responses. These results illustrate and reinforce how much Summerfields Park is needed by the local community.

A summary of the results follows:

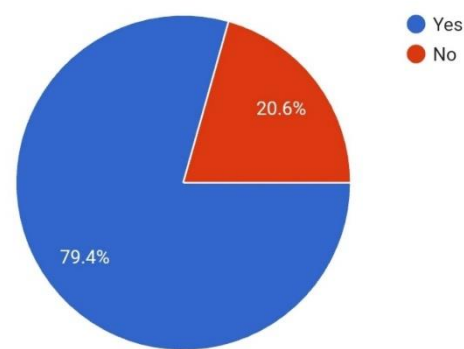
Would you like to see the park in Summerfields refurbished?

286 responses



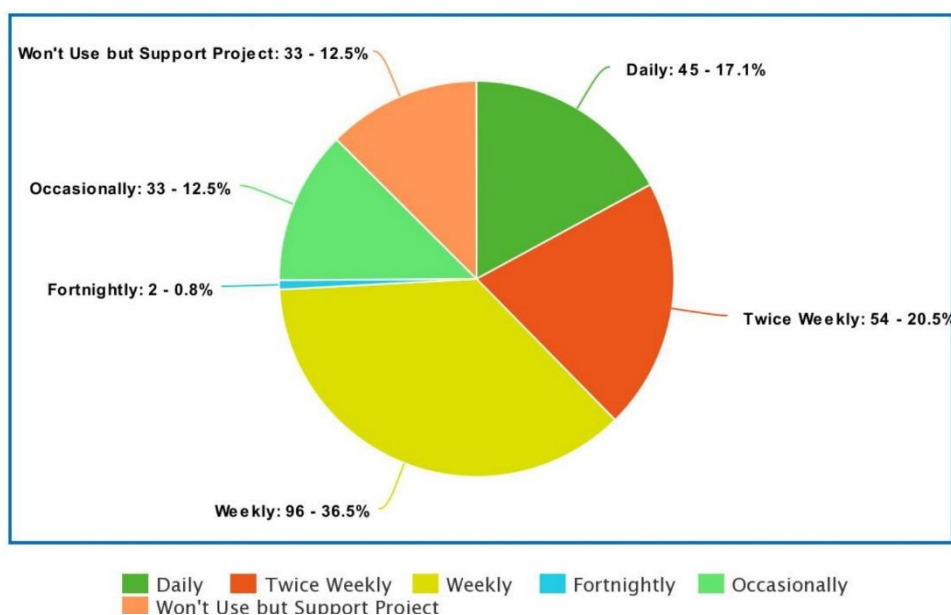
If the park were to be refurbished would you use it?

286 responses

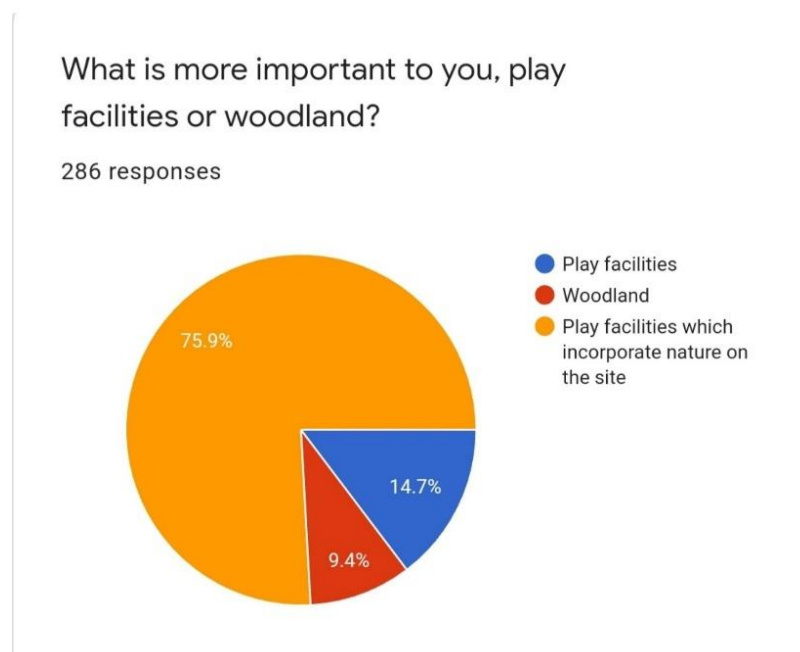


These 2 charts clearly show there is a lot of support for the park being refurbished with 92% of respondents saying they would like to see the park refurbished and 79% of respondents saying they would use it.

*How much would you use the park?*



You can see from the chart above that 74.9% of respondents have said that they would use the park regularly. 'Occasionally' refers to grandparents and people who visit the area. 'Won't use but support project' refers to people in the area who support the aim of the project but will not directly use it themselves.



75.9% of respondents would like to see play facilities that incorporate nature on site. We aim to incorporate nature by utilising the grass banks and placing bird and bug boxes around the site as mentioned earlier.

## 4.2 Comments from local residents in the survey

Here is a selection of the comments received:

"Saltash doesn't have any decent parks that my children enjoy visiting we always have to travel to Plymouth or outlying villages if we want to use a park. Parks like Central Park or St Dominick, Crafhole, Tothill Park, have so much to offer compared to Saltash."

"Having a park close to home for children is really important for their health, physical and mental. Additionally it's part of what creates a community. A nearby park which is safe to get to is key to building independence in children."

"Children need a place to play that is safe within a safe area. Children will use anything to play with. If they are not provided with safe things they will use anything and may hurt themselves as a result."

"The park was awesome when I was younger and brought all the kids together, not only from Summerfields but also the surrounding areas. I made so many friends and it was a big part of life growing up."

"My children and local children, even children visiting family have no safe park to play in, so sad a beautiful area such as this has no play area for kids and family to make memories and friends."

"As there are no other parks or safe spaces to play near to Summerfields it would be great if this was refurbished as there are more and more houses been built in the area."

"It's a great shame that this facility has fallen into disrepair. There are a lot of children and families in the area that would use it regularly if it was refurbished."

"I think it is important to have a local play area for the kids so they can make friends with local kids of different ages etc and not just kids from there school class."

"This play park would be brilliant; I live in the St Stephens area and have no park within short walking distance. More to the point the children would love it!"

"Would love to see a park that is a less than 20 minute walk, Summerfields would fulfil that nicely. Would also like to see a decently equipped park in Saltash."

"My grandson loves climbing frames. Perranporth has excellent play facilities. Play facilities are not distributed fairly around the County. It's not fair."

"Having the ability to take our kids somewhere local and safe to play is very important! Little things like this bring a community together."

"Local play facilities are needed for our children. Our grandchild is 9 months old and we would like somewhere to take him when he visits."

"Need play facilities within walking distance for little ones. Other playgrounds are too far away for little ones to walk to."

"There are many young children in the local area who would benefit massively from the play facilities being reinstated."

"I feel this is needed for that part of Saltash it would be a great asset to the area and will get a lot of good use."

"This area of Saltash does not have alternative play facilities/park in safe walking distance for smaller children."

"The park has been empty and unused for far too long. Getting it 'up and running' again is a splendid project."

"My sons used to play there with their friends from Summerfields , please give it back to the children."

"Children need somewhere to play. If it isn't provided and they cannot find it then that's when trouble arises."

"I loved playing in this park as a child and would love it to be restored for other children to enjoy."

"Would be amazing to have a decent park in Saltash. One that would accommodate smaller children too."

"So many happy memories of this park and growing up in Summerfields. So sad it's like this now. Really hope it's made into a park again for all the kids in the area."

"My children would absolutely love a park here."

"Kids need to keep active, as much time as possible outdoors in the fresh air, playing safely!!!!!"

"I would love to see the park come back to life; it is very much wanted for the local residents."

"I never had children but I believe children should be provided with local playgrounds to play in."

"My grandchild visits several times a week and I would like to walk to a playground with her."

"So important to have out of doors play facilities for everyone to get us out of the house."

"The reinstatement is LONG overdue as there are NO play facilities in the area at all."

"Other Saltash parks are too far away for little children to walk to from their homes."

"We have a baby and would like to be able to take her to the park and use baby swings."

"Although I have no children I think local children need a playground with equipment."

"We'd really appreciate it as there is no play equipment in this area for children."

"Thanks for all you're doing. Important to get this park re-established."

"We played here as kids and would like to continue to use with our kids."

"Important to have play facilities close by for visiting grandchildren."

"Not many parks for children in the area such a shame if not developed."

"Children currently cross a busy road to play on a non-maintained swing."

"It would be nice to be able to visit a park within walking distance."

"Vital to have this for youngsters as little else available nearby."

"Give children the option, a healthy lifestyle and fresh air."

"There are not enough safe places on the doorstep to play in."

"It is important to have play equipment for different ages."

"My children are grown up but I think playgrounds are important."

"There is section 106 money for the playground, spend it."

"My kids are so happy at the thought of getting a park."

"1 adult and 4 children here would use the playground."

"This is an incredibly important community facility."

"This area will help towards individuals wellbeing."

"Children need high quality safe play equipment."

"Would really like to see this park refurbished."

"My children would absolutely love a park here."

"This is very important for the local community."



"Play facilities are a real need for children."

"These spaces are important to the community."

"Desperately needed facility for the area."

"This is really what our community needs."

"Children need safe play facilities."

"I live locally and have 3 children."

"This has been a long time coming."

"Do not close any more parks!"

"Please don't close the park."

"I have 2 children under 7."

"Please make it happen."

"We need a park NOW."

"Please do it."

"We need it."

## **5. Friends of Summerfields Park Committee**

Friends of Summerfields Park was formally constituted as an unincorporated group on 1 November 2021 (the constitution is attached).

We decided to form an official committee to ensure the refurbishment of Summerfields Park happens. In addition to our constitution, we have set up a bank account and a Facebook page - Friends of Summerfields Park - to stay connected with local residents and informed about progress.

Forming an official committee also enables us to fundraise and apply for grants that Cornwall Council / Saltash Town Council cannot access and to set up our own fundraising activities.

Below is a list of all the residents who form the committee.

Chair – Lisa Mortimore

Secretary – Jane Scantlebury

Treasurer – Stacie Simpson

Committee Members – Sarah Hirst, Jodie Childs

## **6. Budget**

### **6.1 Draft expenditure for equipment and its installation.**

<b>Equipment</b>	<b>Cost £</b>	<b>Install £</b>	<b>Delivery £</b>	<b>Total £</b>
See Saw	4,882	7,323		12,205
Slide	7,861	11,791		19,652
Basket Swing	3,584	5,376		8,960
Toddler Multi Play	9,336	14,004		23,340
Climbing Frame	3,340	5,010		8,350
Spinner	982	1,473		2,455
Parallel Bars	519	778		1,297
<b>TOTAL</b>			<b>1,200</b>	<b>77,459</b>

These prices are based on information provided by Wicksteed Playgrounds. Installation cost is calculated at 1.5 times equipment cost as a working estimate as suggested by Cormac.

### **6.2 Income**

We understand from Cornwall Council that Section 106 money of £21k is available.

We plan to raise more money through applying for different grants and funds. We will also be doing our own fundraising events.

We currently have a small bank balance of £181.48 which was raised through kind donations by local residents in autumn last year.

## **7. Questions for Saltash Town Council**

We believe the proactive involvement of Saltash Town Council will be invaluable and essential to make the aspirations to refurbish Summerfields Park a reality.

We therefore put the following four questions to Saltash Town Council to assist the initial discussions:

1. Is Saltash Town Council interested in formally working with us?
2. If so, would Saltash Town Council be agreeable to either leasing the park at a peppercorn rent from Cornwall Council or through a license agreement with Cornwall Council?

3. Would Saltash Town Council also agree to managing the park including being responsible for its upkeep, safety and maintenance?
4. Would Saltash Town Council also agree to be the 'banker' for the project, settling bills for the refurbishment and drawing down the Section 106 funds from Cornwall Council? (Friends of Summerfields Park aren't in a position to do this due to very limited cashflow)

## **8. Provisional timeline for 2022**

- 9<sup>th</sup> Feb** Meeting of Services Committee of Saltash Town Council to discuss the proposal.
- 12<sup>th</sup> Feb** Friends of Summerfields Park committee meeting to discuss outcome of meeting and agree next steps.
- 26<sup>th</sup> Feb** Volunteer day to clear overgrown site, organised with Cormac.
- End of Apr** Governance and management arrangements confirmed between Cornwall Council and Saltash Town Council.
- Summer 22** Fundraising events.
- Autumn 22** New equipment begins to be installed as part of a phased approach.

## **9. Contact Details**

Lisa Mortimore, Chair of Friends of Summerfields Park

Tel: 07834955734

Email: [lisa6086@hotmail.co.uk](mailto:lisa6086@hotmail.co.uk)

# **Friends of Summerfields Park Constitution**

## **1. Aim**

To re-establish and promote Summerfields Park as a beautiful, fun and safe environment for young people and families to enjoy.

## **2. Governance**

Friends of Summerfields Park is constituted as an unincorporated group.

## **3. Membership**

Membership is open to individuals who:

- Support the aim of the group and are willing to give time to help achieve it
- Are aged 18 upwards
- Live and / or work in Saltash

## **4. Committee**

- 4.1 The business of the group will be carried out by a Committee elected at the Annual General Meeting.
- 4.2 The Committee will consist of Saltash residents and will compose of three officer roles: Chair, Secretary and Treasurer.
- 4.3 Further members maybe co-opted onto the Committee as necessary.
- 4.4 Members may resign at any time.
- 4.5 The Committee will meet as necessary and not less than four times a year.
- 4.6 Additional committee meetings will be called by the Chair or Secretary giving notice at least seven days prior to the meeting.

## **5. Roles of the officers**

- The Chair will be responsible for chairing all meetings, acting as spokesperson for the group and promoting its aims.
- The Secretary will be responsible for taking and circulating minutes, distributing meeting papers and publicising events.
- The Treasurer will be responsible for maintaining the accounts and presenting financial statements when necessary.



## **6. Annual General Meeting (AGM)**

- 6.1 An AGM will be held each year and will be held within fifteen months of the previous AGM.
- 6.2 All members will be notified in writing within three weeks of the AGM confirming the date, time and venue.
- 6.3 The quorum for the AGM will be 10% of the membership or 10 members, whichever is the greatest.

## **7. Code of Conduct**

- 7.1 The group will not discriminate on the grounds of gender, ethnicity, sexuality, disability, religious or political belief and age.
- 7.2 Any offensive behaviour, including racist, sexist or inflammatory remarks will not be tolerated.
- 7.3 Anyone behaving in an offensive way or not abiding to the equal opportunities policy may be asked to resign from the group if an apology is not given or the behaviour is repeated.
- 7.4 Any member not attending a meeting without giving apologies or a valid explanation over a three month period will be contacted by the Chair and asked if they wish to resign.
- 7.5 All questions that arise at any meeting will be discussed openly and the Chair will seek to find consensus on any decisions made.
- 7.6 If a consensus cannot be reached, a vote will be taken to reach a majority. If the numbers of votes on each side is equal, the Chair shall have the deciding vote.

## **8. Finances**

- 8.1 A bank account will be maintained by the group in the name of Summerfields Play.
- 8.2 Two signatories will be nominated by the Committee for the authorisation of expenditure. The signatories must not be related or members of the same household.
- 8.3 Financial records of income and expenditure will be maintained by the Treasurer and presented at every meeting.
- 8.4 All money raised by or on behalf of the Friends of Summerfield Park must only be used to further the aim of the group.

## **9. Amendments to this Constitution**

- 9.1 Any amendments to this Constitution can only be proposed and agreed at an AGM.

- 9.2 Any proposal to amend the Constitution must be circulated to members at least seven days prior to the meeting.
- 9.3 Any proposal to amend the Constitution must be agreed by at least two thirds of those present at the meeting and entitled to vote.

## **10. Dissolution**

- 10.1 If it is deemed necessary to close down the group, a special meeting will be called to agree its dissolution.
- 10.2 If the group is dissolved, any remaining funds and assets, once all outstanding debts have been paid, will be donated to an agreed local charity.

This constitution was agreed at a meeting of the Friends of Summerfields Park on:

Date: 1 November 2021

Signed:

Name

Position in group:

Signed:

Name:

Position in group: