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## Saltash Town Council



Konsel An Dre Essa

The Guildhall 12 Lower Fore Street Saltash PL12 6JX

Telephone: 01752 844846 www.saltash.gov.uk

1 April 2022

### **Dear Councillor**

I write to summon you to the **Meeting of Saltash Town Council** to be held at the Guildhall on **Thursday 7th April 2022 at 7.00 pm**.

All persons are encouraged to 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 encouraged to continue wearing a face covering. 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.

Prior to attending Town Council meetings please review the Guildhall Covid-19 Physical Face to Face Council Meetings Risk Assessment.

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

Planning applications can be viewed by Members of the Council prior to the meeting on the Cornwall Council's website <a href="www.cornwall.gov.uk">www.cornwall.gov.uk</a>. Members of the public may view planning applications during normal working hours of 9:30 a.m. – 4:30 p.m. online at Saltash Library.

Yours sincerely,



S Burrows Acting Town Clerk

### To:

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

### Agenda

- 1. Health and Safety Announcements
- 2. Prayers.
- 3. Apologies.
- 4. 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.
- 5. Chairman's Report (Page 6)
- 6. Monthly Crime Figures (Pages 7 8)
- 7. Report by Community Enterprises PL12 (Pages 9 10)
- 8. Cornwall Gateway Community report for noting or matters arising (Pages 11 28)
- 9. Cornwall Gateway Community Action Points for Reports (Page 29)
- 10. To receive a report on behalf of Safer Saltash
- 11. To receive a report from Saltash Chamber of Commerce
- 12. To receive a report from the Climate Change and Environmental Working Group
- 13. To receive a report from Cornwall Councillors
- 14. To consider Risk Management reports as may be received
- 15. 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.
- 16. To ratify minute number 421/21/22 of the Saltash Town Council Meeting held on the 3rd March 2022.
- 17. To receive and approve the Minutes of the Full Town Council Meeting held on Thursday 3rd March 2022 and the Extraordinary Full Town Council meeting held on Tuesday 15th March 2022 as a true and correct record (Pages 30 45)
- 18. Finance:

- a. To advise the following receipts in: (Page 46)
  - i. February 2022
- b. To advise the following payments in: (Pages 47 48)
  - i. February 2022
- c. Urgent and essential works actioned by the Acting Town Clerk under Financial Regulations.
- d. To note that bank reconciliations up to 28th February 2022 were reviewed as correct by the Chairman of Policy & Finance Committee and the Acting Town Clerk.
- e. To note that an audit on recent supplier payments was conducted by the Chairman of Policy & Finance in line with the Councils Financial Regulations. It was noted that there are no discrepancies to report.
- 19. To receive and note the minutes of the following Committees and consider any recommendations:
  - a. Policy and Finance held on Tuesday 8th March 2022 (Pages 49 71)
  - b. Extraordinary Personnel held on Thursday 10th March 2022 (Pages 72 75)
  - c. Planning and Licensing held on Tuesday 15th March 2022 (Pages 76 80)
  - d. Personnel held on Tuesday 29th March 2022 (Pages 81 88)

### 20. Correspondence:

- a. To receive a letter from The Lord Lieutenant's and Bishop of Truro's Cornish Platinum Jubilee Parade. (Page 89)
- 21. To receive and consider approving Cornwall Councils Town Vitality Grant Offer Letter and Terms and Conditions relating to the allocation of the Town Vitality Fund as the Accountable Body. (Pages 90 116)
- 22. To note the Declaration of Result of Poll for Saltash Neighbourhood Plan Referendum for the Saltash Neighbourhood area and consider any actions. (Page 117)

- 23. To receive, consider and approve the use of the Town Seals on all publications for the Queens Jubilee Celebrations. (Page 118)
- 24. To receive and consider the following s106 application:
  - a. Saltash Gateway CIC t/a Community Enterprises PL12. (Pages 119 126)

### 25. Planning:

- a. To note that Councillor Lennox-Boyd will vote upon the information before her at the meeting but in the light of subsequent information received at Cornwall Council, Councillor Lennox-Boyd may vote differently at that meeting.
- b. To note that if Councillor Lennox-Boyd wishes to recommend opposite to the Town Council's view she will contact the Town Council by email. Considering time constraints, the Town Council will then hold an online poll of Councillors to determine whether to accept the Officer's view or to ask for the application to be called into committee. The results of these polls will be read into the record at the next Town Council meeting. Members of the public may request, via the Clerk, to be copied into any correspondence.
- c. Applications for consideration:

### PA22/00721

Mr Knipe – Land North West of Dartana Forder Cornwall PL12 4QR

Conversion of redundant outbuilding into a single dwelling.

Ward: Trematon

Date received: 14/03/22 Response date: 21/04/22

https://planning.cornwall.gov.uk/online-

applications/applicationDetails.do?activeTab=summary&keyVal=R6A021FGJ

5300

26. Meet your Councillors: The next scheduled meeting date is Saturday 9th April 2022 outside Bloom Hearing, Fore Street.

### 27. 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.

28. To consider any items referred from the main part of the agenda.

- Public Bodies (Admission to Meetings) Act 1960
   To resolve that the public and press be re-admitted to the meeting.
- 30. To consider urgent non-financial items at the discretion of the Chairman.
- 31. To confirm any press and social media releases associated with any agreed actions and expenditure of the meeting.
- 32. Date of next meeting: The Annual Meeting of Saltash Town Council to be held on Thursday 5th May 2022 at 7:00 p.m.
- 33. Common Seal:

To Order that the Common Seal of the Council be affixed to all Deeds and Documents necessary to give effect to the foregoing Acts and Proceedings.

Date of Next Meeting: Annual Meeting of Saltash Town Council Thursday 9 June 2022 at 7.00 pm

## MAYOR'S REPORT TO SALTASH TOWN COUNCIL THURSDAY 7<sup>TH</sup> APRIL 2022

Since the last meeting, the Mayor has attended the following:

Tuesday 8 <sup>th</sup> March	7pm	Licensing of Revd. Richard Magrath St Mary's Church, Botus Fleming
Saturday 12 <sup>th</sup> March	11am	Library Science Fair opening
Sunday 13 <sup>th</sup> March	11.30am	Lord Mayor's Civic Service St Mary's Church, Plympton
Thursday 17 <sup>th</sup> March	10am	Mayors of Cornwall meeting, virtual attendance
Tuesday 22 March	11.45am	Saltash Rock Choir event, Saltash Baptist Church
Friday 1 <sup>st</sup> April	10.30am	Armed Forces and Veterans Breakfast Club, Ploughboy Pub, Saltash
Friday 1 <sup>st</sup> April	7.30pm	Concert for Ukraine, Saltash Methodist Church
Saturday 2 <sup>nd</sup> April	10.30am	Saltash Heritage 1940's exhibition opening



### **Devon & Cornwall Police**

### Building safer communities together

### Crimes Recorded - 01/02/2022 to 30/03/2022 - Saltash Town

Offence	Recorded Crime 01/02/2022 to 30/03/2022	Recorded Crime 01/02/2021 to 30/03/2021	Recorded Crime % Difference
Violence with Injury	17	12	41.7%
Violence without Injury	17	9	88.9%
Stalking and Harassment	18	7	157.1%
Rape	1	4	-75.0%
Other Sexual Offences	3	2	50.0%
Burglary Dwelling	0	7	-100.0%
Burglary Non-Dwelling	1	3	-66.7%
Vehicle Offences	0	10	-100.0%
Theft from the Person	1	1	0.0%
Shoplifting	9	3	200.0%
All Other Theft Offences	5	4	25.0%
Arson	1	1	0.0%
Criminal Damage	14	27	-48.1%
Public Order Offences	8	8	0.0%
Possession of Weapons	1	2	-50.0%
Trafficking of Drugs	3	1	200.0%
Possession of Drugs	5	8	-37.5%
Other Offences	3	2	50.0%
Total	107	111	-3.6%

Non Notifiable Offences 11 21 -47.6%



### **Devon & Cornwall Police**

### Building safer communities together

### Incidents Recorded - 01/02/2022 to 30/03/2022 - Saltash Town

Incident Closing Category	Incidents - 01/02/2022 to 30/03/2022	Incidents - 01/02/2021 to 30/03/2021	Incidents % Difference
Anti Social Behaviour	33	41	-19.5%
Crime Not Recorded	6	1	500.0%
Crime Recorded	46	66	-30.3%
Public Safety	122	144	-15.3%
Transport	48	42	14.3%
Total	255	294	-13.3%

## Community Enterprises PL12 Chair's Report to Saltash Town Council

The plans for the Community Kitchen are running smoothly, with a "soft opening" & a very enjoyable feast night held for key volunteers, with a vegetarian feast cooked with surplus food. Volunteers are being trained, classes are being booked, & there is a general buzz of excitement around it; it will be a welcoming, comfortable community space. After a very lengthy & time-consuming process, we have been awarded funding Social Enterprise Fund, to employ a Kitchen Manager for 2 years.

We have also been awarded £2500 from Tresorys Kernow for a Community Kitchen food-based project, "Feed the Soul - Food, Culture and Community" I am liaising with Weatherhead Shop Designers, who funded the refit, to get some of their employees volunteering, & instigating some skill-sharing in different enterprises. A core team have been meeting regularly to guide Transport into profitability, sadly our plans are currently not working & we are seeing very few bums on seats for our day trips, and Transport continues to run at a loss.

Our Observer advert & editorial this month stress the "Use it or Lose it" situation. The Community Fridge and Mobile Larder both continue to be popular and wellreceived, and we are publicising the ethos behind it; saving perfectly good food from wasted. the food is available to anyone who beina The Dementia Voice Café moves into the Community Kitchen in April. The dementia groups are well-supported. We are looking to start a "Memory Lane" café in April. I attended a Dementia Conference in Ivybridge last week, which was very informative came away with some ideas & some useful Our CIO application has currently stalled, with the Charities Commission unhappy about a number of elements of our organisation being community-led rather than charity-led. David, Peter & I are meeting with our solicitor to discuss. We have received two nominations for a Community Award in this year's Town Council/ Rotary Citizen of the Year awards. The winners will be announced at the Civic Service on Sunday 3<sup>rd</sup> April, unfortunately I am on holiday so I am looking to fellow Directors to attend.

I have met with Charlotte from The Core to discuss how we can work together to provide activites & food for youngsters during the summer holidays; we aim to put a joint funding application together to cover activities.

David & I are exploring other funding opportunities, as our income post-Covid is very depleted.

We have been delaying discussions on our Strategic Priorities. Now that the Kitchen is open, we need to meet to discuss roles, responsibilities, & the future of CEPL12. We are continuing our plans to implement a tiered management structure, with lead volunteers in place for the shop and Community Fridge.

In March we became a collection point for essential aid for Ukrainian refugees, we sent two packed minibuses to the Romanian Orthodox Church, and Devon Ukraine support. A coffee morning in the Kitchen raised £142 for the Red Cross Ukraine Appeal.





### **Notes**

Meeting:	Cornwall Gateway Community Network Panel Meeting
	Virtual MS Teams Meeting
Date and Time:	Wednesday 16 March 2022 at 6.00pm

Present:	Title/Representing:			
Chair - Cornwall Councillor Hilary Frank	Saltash Essa Division			
Vice-Chair - Cllr Gary Davis	Deputy Mayor, Torpoint Town Council			
Cornwall Councillors:				
Cornwall Councillor Kate Ewert	Rame Peninsula & St Germans Division			
Cornwall Councillor Hilary Frank	Saltash Essa Division			
Cornwall Councillor Sheila Lennox-Boyd	Saltash Tamar Division			
Cornwall Councillor John Tivnan	Torpoint Division			
Cornwall Councillor Martin Worth	Saltash Trematon & Landrake Division			
Town and Parish Councils:				
Antony Parish Council	Cllr Peter Bulmer			
Botus Fleming Parish Council	Chair, Cllr Dave Edwards			
Landrake with St Erney Parish Council	Vice-Chair, Cllr Graeme Francis			
Landulph Parish Council	Vice-Chair, Cllr Libby Gawith			
Maker with Rame Parish Council	Cllr Wendy Ferguson			
Millbrook Parish Council	Chair, Cllr Nicky Roberts			
Saltash Town Council	Deputy Mayor, Cllr Richard Bickford			
Saltash Town Council	Cllr Sarah Martin			
Saltash Town Council	Cllr Steve Miller			
Sheviock Parish Council	Cllr Diana Lester			
St Germans Parish Council	Cllr Nigel Witton			
St John Parish Council	Vice-Chair, Cllr Roy Hoskin			
Torpoint Town Council	Deputy Mayor, Cllr Gary Davis			
Guest speakers, organisations and Corn	wall Council officers:			
Caitlin Hill	Project Support Co-ordinator, Drive EV2 Project (min			
	no 4)			
Will Glassup	Highways Manager, CORMAC (min no 5)			
Derek Holley	SARS (Saltash Area Road Safety) (min no 5)			
James Millidge	Chair, Safe38 (min no 6)			
Louise Wood	Service Director for Planning & Housing, Cornwall			
	Council / CLT Representative			
Catherine Thomson	Community Link Officer, Cornwall Council			
Lisa Grigg	Communities Support Assistant, Cornwall Council			
Apologies for absence: Cllr Anne-Marie Sutcliffe (Maker with Rame Parish Council), Cllr Peter				

**Apologies for absence:** Cllr Anne-Marie Sutcliffe (Maker with Rame Parish Council), Cllr Peter Samuels (Mayor, Saltash Town Council), Cllr Alan Hodge (Vice-Chair, St Germans Parish Council), Inspector Arron Clarke (Devon & Cornwall Police). Apologies for early departure were also received from Cllr Peter Bulmer (Antony Parish Council) and Cllr Richard Bickford (Saltash Town Council).

No.	Key/Action Points	Action by:
1.	Welcome and Declarations of Interest  The Chair of the Panel, Cornwall Councillor Hilary Frank, welcomed all present and invited everyone to introduce themselves.	,
	Following the Cornwall Council staffing restructure, the Chair was pleased to report that Catherine has been confirmed in post as Community Link Officer for the Cornwall Gateway Community Network Area but would also be taking on Caradon as an additional network. Louise Wood has also been appointed as Service Director for Planning & Housing. Congratulations were extended to both Catherine and Louise.	
	There were no declarations of interest.	
2.	Public Participation There were no members of the public present.	
3.	Devon & Cornwall Police Update  Due to unforeseen circumstances, apologies were received from Sector Inspector Arron Clarke.	
	Derek Holley reported on concerns from residents that there appears to be less foot patrols in Saltash, despite it being understood that officer numbers are back to their full complement? Action: CT to feedback to Inspector Clarke to ascertain if there has been any reductions or changes to resources.	СТ
4.	Drive EV2 Project – Caitlin Hill, Project Support Co-ordinator Please see attached presentation for an overview of the Drive EV2 Project.	
	Questions, Comments and Answers  Q. Is there an update on what locations are included in the project?  A. Site scoping is currently being undertaken. An initial list will be notified following the scoping exercise and a briefing will be arranged for Members.	
	Q. Landrake are looking at the possibility of installing EV charging points in their village hall car park. Could this potentially be included in the project or is it just for Cornwall Council owned car parks?  A. At this stage the project only applies to Cornwall Council owned and operated car parks, however, the parish council can submit an expression of interest to <a href="mailto:driveev2@cornwall.gov.uk">driveev2@cornwall.gov.uk</a> so that it can be logged.	
	Q. There is a government grant fund which Town & Parish Councils can apply to for charging infrastructures - Grant schemes for electric vehicle charging infrastructure - GOV.UK (www.gov.uk) - is this also only available for local authority owned and operated car parks?  A. Action: CH to check with the project officer and report back.	СН
	<b>C.</b> Millbrook has successfully applied for grant funding towards the installation of a single EV point for twin charging. <b>Action:</b> CT/NR to provide further details for circulation to the panel.	CT/NR

Q. Are there any grants available to businesses to help them install EV charging points on their sites?
A. Action: CH to follow up and report back.
Q. Who will set the rates for the charging point prices? Will Cornwall Council have any input?
A. Cornwall Council are working closely with the supplier. Action: CH to raise at the next supplier meeting and report back with an update.

### 5. Highways and Transport

### **Community Network Highways Scheme**

Update on current schemes – Will Glassup, Highways Manager

For any further queries, please email driveev2@cornwall.gov.uk

- The latest update report was previously circulated with the agenda.
- Good progress has been made since the last meeting. The 6 schemes subject to public consultation are now able to proceed and are close to implementation.
- Following representations, it is hoped the Antony Road, Torpoint speed limit extension will be extended to the Wilcove junction.
- Barkers Hill & Burraton Coombe it was queried if the 20mph scheme could be extended through Forder village? Cllr Worth confirmed it has been included for the 20's Plenty scheme.
- The underspend from the previous scheme was queried and whether it could be used to fund a further mobile speed camera? CT/WG advised that the small amount of underspend had been used to fund the TRO deficit.
- Crafthole and Antony is the crossing still going ahead? CT/WG confirmed the crossing is going ahead but is a separate project to the Community Networks Highways Scheme. <u>Action:</u> CT to circulate an update to the parishes.

<u>Update on the expressions of interest received for Community Network Highways Scheme</u>

<u>2.0 to be followed by a prioritisation of schemes – Will Glassup and Catherine Thomson</u>

As Cllr Bickford had sent apologies for early departure, Cllr Sarah Martin was nominated as the voting representative for Saltash Town Council.

CT/WG presented an overview of each expression of interest that was submitted and the proposed schemes. WG had assessed each scheme to determine the projects deliverable in year 1 (green) and those deemed deliverable in years 2 and 3 (yellow and red), which would need to be rolled over to the next year for consideration. Please see attached prioritisation.

Comments were invited from the panel. The following points were noted;

- St John The waiting restriction signs for April to November will be undertaken separately outside of this scheme.
- Landulph How do we ensure that funds are allocated so that the yellow and red schemes can be progressed? CT advised that the panel would need to consider these schemes next year when allocating next year's funding. There would also need to be another call out for expressions of interest early 2023 as not all parishes had

submitted. WG assured the panel that he would continue to work on these schemes.

- CT highlighted that, as there were more schemes than available budget for years 2 and 3, town and parishes may need to consider match funding in order for them to proceed.
- <u>Action:</u> CT was asked to enquire as to the feasibility of allocating years 2 & 3 funding together to help simplify the process.
- Cllr Miller raised safety concerns regarding the speed humps installed at Old Ferry Road as part of a previous highways scheme. **Action**: Cllr Miller and WG to discuss.

CT

WG/ SM

### The panel agreed the following recommendation:

- 1. That the Cornwall Gateway CNP supports the expressions of interest that have been identified as green and therefore deliverable in year 1 with a caveat that the offers of match funding from Landrake with St Erney PC and St Germans PC are taken into account.
- 2. That the Cornwall Gateway CNP agrees that the expressions of interest that have been identified as yellow and red, therefore deliverable in years 2 and 3, be rolled over for consideration next year, with a further call for expressions of interest to made early in 2023.

CT/WG to draft client briefs for each endorsed scheme for submission to the Portfolio Holder by May 2022.

Thanks were extended to WG/CT for all their efforts in assessing the schemes and developing the proposals.

#### Post CNP meeting clarification:

In the previous 4 year programme the TRO element was funded separately to the to the CNA highways scheme budget. The change with the new programme is that the TRO cost will be picked up by each CNA so that whole scheme costs are reflected. However where possible TRO works in each CNA area are combined so that this is a single fee for all rather than per scheme. Design and consultation will still be reflected within each scheme taken forward for delivery.

### Update from Saltash Area Road Safety (SARS) – Derek Holley

• Speedwatch – Cllr Hilary Frank is putting out a plea for volunteers. It is hoped to recruit 5 volunteers to make it feasible and a training session will then be arranged by Cllr Frank.

### Tamar Crossings update - Cllr Martin Worth, Co-Chair

- Action: Item to be added as a standard agenda item for future CNP meetings.
- The latest Tamar Crossings newsletter was circulated to the panel prior to the meeting and contained a lot of helpful information.
- Next meeting of the Tamar Bridge and Torpoint Ferry Joint Committee to be held on 18 March. Meeting reports published on the Cornwall Council website;
   Browse meetings - Tamar Bridge and Torpoint Ferry Joint Committee - Cornwall Council

CT

- A fundamental issue remains the need for a detailed Business Plan. Traffic levels are still only 90% of pre-pandemic levels. More people are now working from home which has greatly impacted on the crossings, as up to 80-90% traffic volume is workrelated travel.
- The need for an Economic Impact Assessment of tolls on SE Cornwall was reiterated.
- A petition has been launched by Plymouth City Council lobbying Government to pay a contribution towards the maintenance of the A38 over Tamar Bridge;
   Petition · Government to pay a contribution towards the maintenance of the A38 over Tamar Bridge · Change.org

### 6. Update on priorities

### A38 – update from James Millidge, Chair of Safe38 Partnership

- Stakeholder meetings with National Highways postponed from March to June.
- Encourage people to write to the MP to lobby for maximum investment.
- Following the recent Air Quality meeting, Cllr Ewert updated that National Highways are keen to share data to add to the business case for the Trerulefoot to Carkeel improvements. Cllr Ewert to update at the next Safe38 partnership meeting.

### Air quality – update from Cllr Kate Ewert

- Positive, productive meeting held on 11 March with National Highways together with St Germans Parish Council representatives and Cornwall Council officers.
- First tranche of indoor monitors now in place.
- New digital external monitors are also in place and functioning well.
- Vehicle recognition data is being analysed weekly with the air quality officers and software providers. The quality of data and the level of detail is of a high standard.
- The next step is to make the data more user friendly so that it can be shared with local residents and stakeholders.

### Water transport – update from Cllr Gary Davis

- Meeting next week to discuss the final draft of the Strategic Outline Business Case to develop the bottom end of Fore Street, enabling a jetty to be built and unlocking the potential for the introduction of a water transport service
- LW advised that the Levelling Up funding or Shared Prosperity are good opportunities. The Government want shovel-ready schemes and Torpoint are in a good space for this.
- The Business Case for the introduction of a water transport service needs to continue to be championed at a strategic level.
- Potential links to the new National Marine Park were highlighted. <u>Action:</u> CT/LW & Cllr Frank to discuss a possible presentation at the next CNP or a single topic focus session.

### Climate change – update from Catherine Thomson

- Focus session held on 16 February with Becky Hughes, Nature Recovery Team.
- Climate Change Network Panel held on 10 March. Really useful meeting to hear of the vast amount of good work going on in communities and to share information, ideas and guidance.

CT/LW HF

CT

### 7. Community Emergency Plans – Insight from Catherine Thomson

- CT has been contacted by some parishes wishing to review/start a Community Emergency Plan, particularly in light of the pandemic and the recent storms.
- It was highlighted that the plans can be developed for any emergency and that templates/contacts etc are available which can be shared with the panel. <u>Action:</u> CT to circulate.
- It was noted that the parishes in the Rame Cluster are considering the possibility of producing an overarching plan for the Rame Cluster area.

## 8. Town and Parish Councils - An opportunity for Town and Parish Council representatives to raise issues of wider relevance to the CNA.

### **Landulph**

- Climate Change Working Group held two informative workshop sessions, and both were well attended.
- The Broadband rollout project is expected to be completed by end of April. Currently 170 out of 260 households are connected.
- The Queen's Platinum Jubilee planning preparations are progressing well.

### Landrake with St Erney

- The Village Hall Committee are standing down, so the parish are trying to get new volunteers in place.
- Impact of Storm Eunice left the village without power for 48hours. The parish are looking into developing an emergency plan.
- The parish are disappointed not to be included on the Open Reach Broadband list.
- The parish are looking to install EV charging points in the village hall car park.

### Millbrook

- The parish council received a letter from Calstock Town Council seeking support in lobbying government for a policy on holiday lets and second homes requiring change of use when dwellings are used for holiday/tourism purposes. The parish council discussed the matter and agreed to draft its own manifesto for the parish to help tackle the current housing crisis.
- Discussion followed on whether a collective approach could be more effective. LW
  offered to facilitate a focus session together with Homechoice. <u>Action:</u> LW/CT and
  Cllr Frank to discuss.

### CT/LW HF

### Saltash

- The Mayor and Deputy Mayor Elect have been chosen; Cllr Richard Bickford (Mayor Elect) and Cllr Julia Peggs (Deputy Mayor Elect).
- Neighbourhood Development Plan referendum taking place on 17 March.
- Congratulations extended to Sinead Burrows, Acting Town Clerk who has successfully passed her CiLCA qualification.
- The Town Council now has a full complement of 16 Councillors following a recent cooption.

### Post CNP addendum

92% of people voting in the Saltash NDP Referendum voted 'Yes'.

### **Sheviock**

- Outdoor adult gym equipment installed next to the children's play area.
- The parish are planning a celebration to rename the area 'Platinum Park' in conjunction with the Queen's Platinum Jubilee celebrations.

#### **Torpoint**

- Refurbishment of the play parks due to start w/c 21 March.
- 9. Cornwall Councillors and CLT Representative An opportunity for Cornwall Councillors and CLT Representative to update the panel regarding issues relevant to the whole (or a significant part) of the CNA.

The impact of recent changes to the Go Cornwall bus services was raised, including difficulties in people getting to Derriford Hospital and the loss of the Portwrinkle 70B service. Representations are being made and discussions ongoing with the Public Transport User Groups.

### 10. | Future meeting dates

Wednesday 15 June (AGM)

ALL

- Wednesday 14 September
- Wednesday 7 December

The meeting closed at 9.05pm

### **Contact Officers:**

If you have any queries about the Community Network Panel, please contact:

Name	Role	Telephone	Email
Catherine	Community Link Officer	07769 724877	catherine.thomson@cornwall.gov.
Thomson			<u>uk</u>
Lisa Grigg	Communities Support Assistant	01726 223604	lisa.grigg@cornwall.gov.uk

Website: Cornwall Gateway - Cornwall Council

Cornwall Gateway community network highways scheme 2.0 – expressions of interest overview

16.3.22

**Budget -** £55,000 p.a.

Purpose – the Cornwall Gateway CNP is requested to recommend schemes that can be delivered in year 1

**Colour coding** – Green = deliverable in year 1; Yellow and Red = deliverable in years 2 and 3

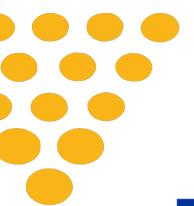
Applicant	Location	Issue	Proposed solution	Cost estimate / deliverability
Landulph PC	Road from Landulph Cross towards Callington to Wayton	Speeding concerns; school walking route and the access points to public footpaths.	30 mph speed limit to be installed as a buffer zone to the current 20mph (near Wayton)	£10,000
Antony PC	Antony school - one way system for traffic	Traffic congestion caused by vehicles, including delivery vans passing Antony School when children are being dropped off and picked up from the school. It is hard for two vehicles to pass in the narrow lane.	One way system around the school	£15,000
Landrake with St Erney PC	Church Street & Tideford Road	Badly parked cars have caused damage to properties and at times prevented access to St Erney, Poldrissick, Markwell and Treluggan. Access for emergency vehicles needs to be kept clear.	On street parking restrictions double yellow lines	£10,000
Botus Fleming PC	Speed reduction in the village	Speeding through the narrow village of Botus Fleming causing issues for pedestrians.	30mph limit	£10,000

Saltash TC	Old Ferry Road/Tamar Street	Pedestrians cannot safely walk from one path by the park leading to the Waterside car park.	Virtual footway to connect two existing paths across the slipway	£7,000
Saltash TC	Albert Road	The pavement is of poor quality with both sides are often obstructed by vehicles parking on them making it dangerous for pedestrians (wheelchair user/pushchair). Sight lines from vehicles are often obstructed making even simple manoeuvres risky. This stretch of road is also unlit making it even worse at night. This short section of road is the main route for those walking to or from the station area to the town centre, often for an interchange with local bus services.	Install new double yellow lines 40m either side of road from the station to the Station Road junction	£10,000
Maker with Rame PC	Jackmans Meadow	Parents and pedestrians cannot cross the road safely to access the nursery, crossing the road through parked cars.	Build out and double yellow lines to create safe refuge crossing area	£30,000
Maker with Rame PC	Kingsand and Cawsand	Very narrow streets through the villages, unsafe for pedestrians.	Speed reduction to 20mph limit, specifically around Fourlanesend school	£15,000
Millbrook PC	Blindwell Hill	Children walking to Millbrook School via Blindwell Hill have to cross the junction of Fore Street, Newport Street and Blindwell Hill, where the pedestrian approach is on a blind bend with no pavement.	Buildout to improve footways and create visibility for crossing	£15,000

Millbrook PC	St John's Road	Access to Millbrook School from the Southdown side of the village requires crossing St John's Road. Currently, the main crossing point to St John's Close (on which the rear access to the school is located) has vehicles parked both on the roadside and on the pavement.	Buildout to improve footways and create visibility for crossing	£35,000
Millbrook PC	The Narrows	Problems here have resulted in pedestrians being clipped by vehicles and sustaining injury, houses being damaged by HGVs, congestion blocking the main route into and out of the peninsula.	We will be led by the feasibility study results	TBC
St Germans PC	B2349 St Germans to Polbathic	Pedestrian safety walking from Polbathic to St Germans.	Additional signage highlighting pedestrians in the highway	£5,000
Sheviock PC	Finnygook Lane, gateway entrance to Portwrinkle car park	To request the words "SLOW" be painted onto the road at the gateway entrance to Portwrinkle. To deter/warn vehicles speeding downhill on the steep Finnygook Lane on their approach to the busy seafront narrow area.	Install 2x new 'SLOW' markings, at the gateway signage to Portwrinkle and at the location of the new warning signage	£2,000
Sheviock PC	B3247 Crafthole Terrace narrows between Post office and Gateway to Crafthole East	The removal and redesign of 2 x current speed bumps within the Crafthole narrows to cushioned speed bumps as found elsewhere in the parish. To reduce/prevent repetitive road closures and consistent damage currently being caused to homes and underground utilities adjacent to the current speed bumps.	Consultation to change the current full width traffic calming to cushions similar to other areas within the village. Full road closure to	£10,000

			remove existing and install 3x new speed cushions. Road markings to be realigned and installed	
St John PC	Replacement of existing Freathy signs and 2x new Tregonhawke signs and posts	The different areas and residential zones along the Whitsand Bay cliffs area are not clearly signed, this creates confusion with visitors and delivery drivers causing congestion and blockages during busy summer months. Clear signage showing what each main area is called would rectify the issue and enhance community and road safety.	Replace 2x 'Freathy' signs on existing posts, install 4x new posts and 2x new 'Tregonhawke' signs	£3,000
Landulph PC	Highdown, Landulph Cross to Pentille/A388	Single track road with limited vision due to alignment, topography and hedges. Number of accidents including a serious road traffic accident in summer 2021 have occurred. This unclassified road is main access to our parish for agricultural, lorries, school buses, public cars, bikes, horses and walkers. It's a constant traffic blackspot as a single-track road with poor visibility due to hedge sightlines and limited passing places. Requirement for traffic approaching Landulph to give priority to traffic leaving. Wait at top of High Down where road widens. Requirement for Priority Signs. Give Way to oncoming vehicles.	Acquire the land for and install a passing bay	£35,000





# **Drive EV2 Project**







www.cornwall.gov.uk

# Prive EV2: project headlines

Cornwall Council's charge points:

- 150 ERDF funded public charge points installed by March 2023
- Priority is Cornwall Council owned and operated car parks
- Rapid charge points in at least three locations where gaps have been identified in Cornwall's existing charge point network
- £2,900,000 ERDF grant with £725,000 match from Cornwall Council's Climate Change and Renewable Energy Capital Fund (Carbon Neutral Cornwall)
- Project managed by Transport and Infrastructure Service's Car Park Service
- Charge points owned by Cornwall Council and installed, operated, and managed by a supplier until 2033 with option to extend until 2038

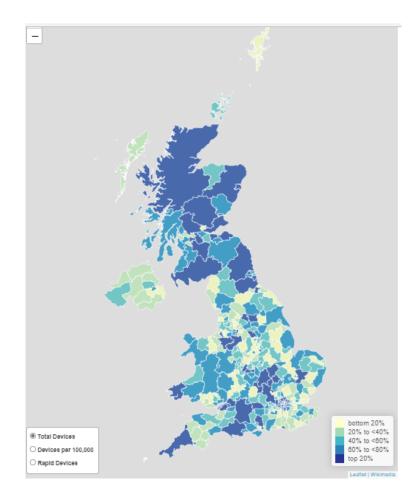






## Context in numbers

- **2,841** registered plug-in electric vehicles in Cornwall incl. plug-in hybrids.
- Cornwall Council has installed 51 incl. 17 rapids
- 2 further rapids recently installed with OZEV Taxi funding in Bodmin and Redruth









# Project timeline (subject to change)

•Project team: established October 2021 🗸



•SWARCO contracted: March 2022

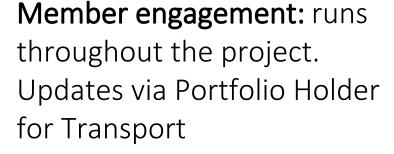


•Consultancy work:

- 1) Accessibility work: in progress
- 2) Charge point demand study: in progress
- •Site scoping: in progress
- •Installation: Summer 2022-March 2023
- •Awareness raising: Autumn 2022-March 2023







## Limitations

- Project start delayed due to Covid 19, timeframe and ERDF requirements limits options such as sites beyond car parks
- Technical issues such as grid capacity
- Cost of living squeeze and cost of EVs. UK Govt. grants for EVs cut.

# Benefits

- Greater number of available charge points
- Reduction in 'range anxiety'
- Reduction in greenhouse gas (GHG) emissions in Cornwall from transport use
- Encouragement for the adoption of EVs rather than fossil-fuelled vehicles
- Cornwall Council tackling the Climate Emergency
- Cleaner air
- Additional jobs







# Drive EV2 and beyond...

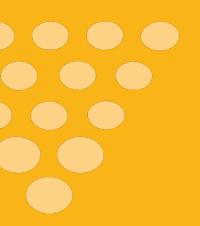
- Possible additional charge points dependant on additional funding and the tender from potential suppliers
- Alternative options for towns/parishes
- -Grant schemes for electric vehicle charging infrastructure -GOV.UK (www.gov.uk)
- -Community charging e.g. <u>Co Charger Neighbourhood EV</u> <u>charger sharing made easy (co-charger.com)</u> and <u>chargemystreet.co.uk | EV charge point community benefit society</u>
  - -Towns Fund
  - -Work with local businesses











## driveev2@cornwall.gov.uk

# Thank you









#### **CNP Actions:**

### 5. Highways and Transport

### **Community Network Highways Scheme**

Update on the expressions of interest received for Community Network Highways Scheme 2.0 to be followed by a prioritisation of schemes – Will Glassup and Catherine Thomson

As Cllr Bickford had sent apologies for early departure, Cllr Sarah Martin was nominated as the voting representative for Saltash Town Council.

CT/WG presented an overview of each expression of interest that was submitted and the proposed schemes. WG had assessed each scheme to determine the projects deliverable in year 1 (green) and those deemed deliverable in years 2 and 3 (yellow and red), which would need to be rolled over to the next year for consideration. Please see attached prioritisation.

Comments were invited from the panel. The following points were noted;

- St John The waiting restriction signs for April to November will be undertaken separately outside of this scheme.
- Landulph How do we ensure that funds are allocated so that the yellow and red schemes can be progressed? CT advised that the panel would need to consider these schemes next year when allocating next year's funding. There would also need to be another call out for expressions of interest early 2023 as not all parishes had submitted. WG assured the panel that he would continue to work on these schemes.
- CT highlighted that, as there were more schemes than available budget for years 2 and 3, town and parishes may need to consider match funding in order for them to proceed.
- Action: CT was asked to enquire as to the feasibility of allocating years 2 & 3 funding together to help simplify the process.
- Cllr Miller raised safety concerns regarding the speed humps installed at Old Ferry Road as part of a previous highways scheme. Action: Cllr Miller and WG to discuss.

### 10. Future meeting dates

- Wednesday 15 June (AGM)
- Wednesday 14 September
- Wednesday 7 December

### **SALTASH TOWN COUNCIL**

Minutes of the Extraordinary Meeting of the Saltash Town Council held at the Guildhall on Tuesday 15th March 2022 at 6.00 pm

**PRESENT:** Councillors: R Bickford (Vice-Chairman), R Bullock, J Dent,

J Foster, S Gillies, S Martin, S Miller, J Peggs, B Samuels,

P Samuels (Chairman), B Stoyel and D Yates.

ALSO PRESENT: H Frank (Cornwall Council), S Burrows (Acting Town Clerk)

and F Morris (Planning and General Administrator)

**APOLOGIES:** G Challen, M Griffiths and S Lennox-Boyd.

### 425/21/22 HEALTH AND SAFETY ANNOUNCEMENTS

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

### 426/21/22 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.

Councillor Miller arrived and joined the meeting.

### 427/21/22 TO ELECT THE MAYOR ELECT FOR THE YEAR 2022-23.

A recorded vote was requested.

There was one candidate submission for the position of Mayor Elect for the year 2022-23 Councillor R Bickford.

Bickford	For		
Bullock	For		
G Challen	Absent		
L Challen	Absent		
Dent	For		
Foster	For		
Gillies	For		
Griffiths	Absent		
Lennox-Boyd	Absent		
Martin	For		
Miller	For		
Peggs	For		
B Samuels	For		
P Samuels	For		
Stoyel	For		
Yates	For		

Following a recorded vote, it was proposed by Councillor Yates, seconded by Councillor Miller and **RESOLVED** that Councillor R Bickford be appointed Mayor Elect for the year 2022/2023.

### 428/21/22 TO ELECT THE DEPUTY MAYOR ELECT FOR THE YEAR 2022-23.

A recorded vote was requested.

There was one candidate submission for the position of Deputy Mayor Elect for the year 2022-23 Councillor J Peggs.

Bickford	For		
Bullock	For		
G Challen	Absent		
L Challen	Absent		
Dent	For		
Foster	For		
Gillies	For		
Griffiths	Absent		
Lennox-Boyd	Absent		
Martin	For		
Miller	For		
Peggs	For		
B Samuels	Abstained		
P Samuels	Abstained		
Stoyel	For		
Yates	For		

Following a recorded vote, it was proposed by Councillor Dent, seconded by Councillor Bickford and **RESOLVED** that Councillor J Peggs be appointed Deputy Mayor Elect for the year 2022/2023.

### 429/21/22 DATE OF NEXT MEETING:

Thursday 7th April 2022 at 7.00pm

### 430/21/22 **COMMON SEAL:**

It was **RESOLVED** that the Common Seal of the Council be affixed to all Deeds and Documents necessary to give effect to the foregoing Acts and Proceedings.

### **DATE OF NEXT MEETING**

Thursday 7 April 2022 at 7.00 pm	
Rising at: 6.14 pm	
Signed:	
	Chairman
Dated:	

### **Public Document Pack**

### SALTASH TOWN COUNCIL

## Minutes of the Meeting of the Saltash Town Council held at the Guildhall on Thursday 3rd March 2022 at 7.00 pm

**PRESENT:** Councillors: R Bickford (Vice-Chairman), R Bullock, J Dent,

J Foster, S Gillies, M Griffiths, S Lennox-Boyd, S Martin, S Miller, J Peggs, B Samuels, P Samuels (Chairman), B Stoyel

and D Yates.

ALSO PRESENT: S Burrows (Acting Town Clerk) and D Joyce (Administration

Officer)

**APOLOGIES**: Councillors: G Challen and L Challen.

The Chairman announced the first item of business would be agenda item 2 – Prayers and asked those attending to observe two minutes silence to reflect and pay tribute to those affected by the conflict in Ukraine.

### 390/21/22 PRAYERS.

Reverend Tim Parkman led prayers followed by a two minute silence for those who have been affected by the conflict in Ukraine.

### 391/21/22 HEALTH AND SAFETY ANNOUNCEMENTS

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

### 392/21/22 <u>DECLARATIONS OF INTEREST</u>

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.

Councillor	Agenda Item	Pecuniary/No n-Pecuniary	Reason	Left the Meeting
Bickford	20b	Non-Pecuniary	Member of the Regatta Committee	Yes
Martin	20b	Non-Pecuniary	Member of the Regatta Committee	Yes
Dent	23	Non-Pecuniary	Chairman of Saltash Heritage	Yes

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

None.

### 393/21/22 CHAIRMAN'S REPORT

It was **RESOLVED** to note.

### 394/21/22 MONTHLY CRIME FIGURES

It was **RESOLVED** to note.

### 395/21/22 REPORT BY COMMUNITY ENTERPRISES PL12

It was **RESOLVED** to note.

### 396/21/22 CORNWALL GATEWAY COMMUNITY REPORT FOR NOTING OR MATTERS ARISING - NO REPORT

No Report.

## 397/21/22 CORNWALL GATEWAY COMMUNITY ACTION POINTS FOR REPORTS - NO ACTIONS

No Actions.

### 398/21/22 TO RECEIVE A REPORT ON BEHALF OF SAFER SALTASH

The next meeting for Safer Saltash is due to be held on Friday 4<sup>th</sup> March 2022 therefore there was nothing to report.

## 399/21/22 <u>TO RECEIVE A REPORT FROM SALTASH CHAMBER OF COMMERCE</u>

It was **RESOLVED** to note.

## 400/21/22 TO RECEIVE A REPORT FROM THE CLIMATE CHANGE AND ENVIRONMENTAL WORKING PARTY

Councillor Gillies confirmed the date for the first event to be held at Isambard House is scheduled for Friday 6<sup>th</sup> May 2022.

It was **RESOLVED** to note.

### 401/21/22 TO RECEIVE A REPORT FROM CORNWALL COUNCILLORS

Members were informed that the Cornwall Councillors report was received at the Annual Meeting with Parishioners of Saltash.

## 402/21/22 TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE RECEIVED

None.

## 403/21/22 QUESTIONS - A 15-MINUTE PERIOD WHEN MEMBERS OF THE PUBLIC MAY ASK QUESTIONS OF MEMBERS OF THE COUNCIL

None.

# 404/21/22 TO RECEIVE AND APPROVE THE MINUTES OF THE FULL TOWN COUNCIL MEETING HELD ON 3RD FEBRUARY 2022 AND THE EXTRAORDINARY FULL TOWN COUNCIL MEETING HELD ON 10TH FEBRUARY 2022 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 Bickford, seconded by Councillor Foster and **RESOLVED** that the minutes of the Full Town Council Meeting held on Thursday 3<sup>rd</sup> February 2022 were confirmed as a true and correct record.

It was proposed by Councillor P Samuels, seconded by Councillor Gillies and **RESOLVED** that the minutes of the Extraordinary Full Town Council Meeting held on Thursday 10<sup>th</sup> February 2022 were confirmed as a true and correct record.

### 405/21/22 **FINANCE**:

- a. To advise the following receipts in:
  - i. January 2022

It was **RESOLVED** to note.

- b. To advise the following payments in:
  - ii. January 2022

It was **RESOLVED** to note.

c. Urgent and essential works actioned by the Acting Town Clerk under Financial Regulations.

None.

d. To note that bank reconciliations up to 31<sup>st</sup> January 2022 were reviewed as correct by the Chairman of Policy & Finance Committee and the Acting Town Clerk.

It was **RESOLVED** to note.

e. To note that an audit on recent supplier payments was conducted by the Chairman of Policy & Finance in line with the Councils Financial Regulations. It was noted that there are no discrepancies to report.

It was **RESOLVED** to note.

# 406/21/22 TO RECEIVE AND APPROVE A NOTICE BETWEEN SALTASH TOWN COUNCIL AND FIRST GREATER WESTERN LTD CONFIRMING THE LEASE WILL BE EXCLUDED FROM THE SECURITY OF TENURE PROVISIONS OF THE LANDLORD & TENANT ACT 1954.

It was proposed by Councillor P Samuels, seconded by Councillor Bullock and **RESOLVED** to approve the Chairman to sign a Notice between Saltash Town Council and First Great Western Ltd confirming the lease will be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954 relating to the land beneath the BT phone box.

# 407/21/22 THE MAYOR TO ANNOUNCE THE CALL FOR WRITTEN NOMINATIONS FOR THE OFFICE OF MAYOR AND DEPUTY MAYOR FOR THE YEAR 2022/23. AN EXTRAORDINARY MEETING OF THE TOWN COUNCIL, TO ELECT THE MAYOR ELECT AND DEPUTY MAYOR ELECT, IS SET FOR TUESDAY 15TH MARCH 2022 AT 6.00 P.M.

It was proposed by Councillor P Samuels, seconded by Councillor Bickford and **RESOLVED** to note the call and approve the Extraordinary Full Council meeting of the Town Council to elect the Mayor elect and Deputy Mayor elect on Tuesday 15<sup>th</sup> March 2022 at 6 p.m.

### 408/21/22 CORRESPONDENCE.

a. Saltash Baptist Church - Letter of thanks.

It was **RESOLVED** to note and to thank Saltash Baptist Church for setting up the project in the town.

Councillor Bickford and Martin declared an interest in the next agenda item and left the meeting.

b. Regatta Committee - Civic Parade to be held on Saturday 3rd September 2022.

It was proposed by Councillor P Samuels, seconded by Councillor Bullock and **RESOLVED** to approve a Civic Parade to be held on Saturday 3<sup>rd</sup> September 2022 for this year's Saltash Regatta.

Councillor Bickford and Martin were invited and returned to the meeting.

### 409/21/22 TO RECEIVE A VERBAL UPDATE ON SALTASH LEISURE CENTRE.

Councillor Bickford updated Members on the progress of the Saltash Leisure Centre Working Group.

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

- 1. In the short term, to support the Mayor and Deputy Mayor to represent Saltash Town Council at future meetings.
- 2. That Members submit ideas and questions to the Mayor and Deputy Mayor to raise at future meetings.
- That the Mayor and Deputy Mayor seek further clarification of the Saltash Leisure Centre Working Group Membership at the next meeting.

Councillor Bullock informed Members of a planned coffee morning to be held at the Leisure Centre between 9am and 1pm on Saturday 5<sup>th</sup> March 2022 in aid of Summerfields Play Park.

It was **RESOLVED** to note.

# 410/21/22 TO RECEIVE A VERBAL UPDATE FROM THE QUEENS JUBILEE WORKING GROUP AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE

Councillor Bickford informed Members on the associated costs to reinstall the wood burning beacon and the virtual trail sites: Saltash Library Hub, Maurice Huggins Room, Cornish Cross, Saltash Heritage, Mary Newman's Cottage, Isambard House and the noticeboard at Ashtorre Rock.

Members discussed the requirement of a rolling road closure from Victoria Gardens to the Waterside and a full road closure for Old Ferry Road. Members agreed the importance of appointing a specialist company to undertake the road closures and event management on the night, cost to be allocated to the approved budget code Civic Occasions.

It was **RESOLVED** to note.

Councillor Dent declared an interest in the next agenda item and left the meeting.

### 411/21/22 <u>TO RECEIVE AND CONSIDER APPROVING FUNDING APPLICATIONS.</u>

Councillor Peggs left the meeting.

Councillor Bickford informed Members on the draft application to be submitted for the Tresorys Kernow fund created to assist new cultural initiatives in a number of town centres across Cornwall. The idea is for STC to run a series of events that would appeal to a wide range of public, utilising Isambard House as a high quality flexible venue.

Councillor Peggs returned to the meeting.

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

- 1. Support in principle the Tresorys Kernow funding application delegating to the Acting Town Clerk to update the final application liaising with Cllrs Bickford, Bullock and Yates prior to submission.
- 2. Form a short term Working Group, comprising of Councillors Bickford, Bullock, Gillies and Peggs to drive forward plans for the proposed events to be held at Isambard House.

Cornwall Councillor Frank offered support to the working group in preparations for the bid and delivery of events should funding streams be approved.

Councillor Dent was invited and returned to the meeting.

### 412/21/22 TO RECEIVE AND CONSIDER APPROVING THE DRAFT DESIGN TOWN COUNCIL ANNUAL REPORT.

It was proposed by Councillor P Samuels, seconded by Councillor Griffiths and **RESOLVED** to approve the design of the Town Council Annual Report.

The final draft report is to be received by Members prior to publication in May 2022.

### 413/21/22 TO APPOINT A MEMBER TO THE PROPERTY MAINTENANCE SUB COMMITTEE.

It was proposed by Councillor B Samuels, seconded by Councillor Peggs and **RESOLVED** to appoint Councillor Stoyel to the Property Maintenance Sub Committee.

### 414/21/22 TO APPOINT A MEMBER TO THE WATERFRONT MANAGEMENT WORKING GROUP.

It was proposed by Councillor Bullock, seconded by Councillor Dent and **RESOLVED** to appoint Councillor Lennox-Boyd to the Waterfront Management Working Group.

### 415/21/22 TO RECEIVE AND NOTE THE MINUTES OF THE FOLLOWING COMMITTEES AND CONSIDER ANY RECOMMENDATIONS:

a. Joint Burial Board held on Tuesday 8th February 2022

It was **RESOLVED** to note. There were no recommendations.

b. Services held on Wednesday 9th February 2022

It was **RESOLVED** to note. There were no recommendations.

c. Extraordinary Policy and Finance held on Tuesday 22nd February 2022

#### **RECOMMENDATION 1:**

159/21/22 TO CONSIDER RECOMMENDING TO FULL COUNCIL THE APPROVAL TO USE THE TOWN SEALS FOR THE SALTASH NEIGHBOURHOOD PLAN REFERENDUM DOCUMENTS.

Councillor Yates reported that the Saltash Neighbourhood Plan referendum documents have now been sent for printing and it is too late to add the Town Seals.

It was proposed by Councillor Miller, seconded by Councillor Yates and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to approve the use of the Town Seals on any future Saltash Neighbourhood Plan documents.

It was proposed by Councillor Miller, seconded by Councillor Yates and **RESOLVED** to approve the above recommendation.

Councillor Miller proposed the following recommendations be taken on block. Members approved Cllr Millers proposal.

#### **RECOMMENDATION 2:**

#### 161/21/22 ANNUAL BUSINESS CONTINUITY PLAN

It was proposed by Councillor Miller, seconded by Councillor Yates and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Annual Business Continuity Plan for the year 2022-23 subject to the attached amendments.

### **RECOMMENDATION 3:**

### 162/21/22 <u>ANNUAL INTERNAL AUDIT AND BUSINESS RISK</u> ASSESSMENT

It was proposed by Councillor Griffiths, seconded by Councillor Bullock and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Annual Internal Audit and Business Risk Assessment for the year 2022-23 subject to the attached amendments.

#### **RECOMMENDATION 4:**

### 163/21/22 ANNUAL RESERVES POLICY

It was proposed by Councillor P Samuels, seconded by Councillor Griffiths and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Annual Reserves Policy for the year 2022-23 subject to the attached amendments.

#### **RECOMMENDATION 5:**

### 164/21/22 ANNUAL STATEMENT ON INTERNAL CONTROL

It was proposed by Councillor Gillies, seconded by Councillor Bullock and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Annual Statement on Internal Control for the year 2022-23 subject to the attached amendments.

#### **RECOMMENDATION 6:**

### 165/21/22 ANNUAL TREASURY MANAGEMENT STRATEGY

It was proposed by Councillor Miller, seconded by Councillor Bullock and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Annual Treasury Management Strategy for the year 2022-23 subject to the attached amendments.

#### **RECOMMENDATION 7:**

### 166/21/22 <u>ANTI BRIBERY POLICY STATEMENT AND ANTI</u> FRAUD AND CORRUPTION STRATEGY

It was proposed by Councillor Griffiths, seconded by Councillor B Samuels and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Anti-Bribery Policy Statement and Anti-Fraud and Corruption Strategy for the year 2022-23 subject to the attached amendments.

#### **RECOMMENDATION 8:**

### 167/21/22 FINANCE SCHEDULE AND PRECEPT PLAN

It was proposed by Councillor Miller, seconded by Councillor Griffiths and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Finance Schedule and Precept Plan for the year 2022-23 subject to the attached amendments.

#### **RECOMMENDATION 9:**

### 168/21/22 FINANCIAL REGULATIONS

It was proposed by Councillor Gillies, seconded by Councillor Bickford and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Financial Regulations for the year 2022-23 subject to the attached amendments.

### **RECOMMENDATION 10:**

### 169/21/22 <u>RECEIPTING OF INCOME AND BANKING PROCEDURES</u>

It was proposed by Councillor Miller, seconded by Councillor Yates and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Receipting of Income and Banking Procedures for the year 2022-23 subject to the attached amendments.

### **RECOMMENDATION 11:**

### 170/21/22 RISK MANAGEMENT PLAN STATEMENT

It was proposed by Councillor Yates, seconded by Councillor B Samuels and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Risk Management Plan Statement for the year 2022-23 subject to the attached amendments.

#### **RECOMMENDATION 12:**

#### 171/21/22 RISK MANAGEMENT STRATEGY

It was proposed by Councillor Bickford, seconded by Councillor Gillies and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Risk Management Strategy for the year 2022-23 subject to the attached amendments.

### **RECOMMENDATION 13:**

### 172/21/22 SCHEME OF DELEGATION

It was proposed by Councillor Stoyel, seconded by Councillor Miller and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 3rd March 2022 to adopt the Scheme of Delegation for the year 2022-23 subject to the attached amendments.

It was proposed by Councillor Miller, seconded by Councillor Yates and **RESOLVED** to approve the above recommendations.

# 416/21/22 TO RECEIVE AND NOTE THE MINUTES OF THE LIBRARY SUB COMMITTEE HELD ON WEDNESDAY 23RD FEBRUARY 2022 AND CONSIDER ANY RECOMMENDATIONS.

It was **RESOLVED** to note. There were no recommendations.

# 417/21/22 <u>MEET YOUR COUNCILLORS: THE NEXT SCHEDULED MEETING</u> DATE SATURDAY 12TH MARCH 2022 OUTSIDE BLOOM HEARING, FORE STREET.

a. The next scheduled meeting date Saturday 12<sup>th</sup> March 2022 outside Bloom Hearing, Fore Street.

It was **RESOLVED** for Councillors Dent, Martin and Peggs to attend. Councillor Yates will be attending the Neighbourhood Plan.

### 418/21/22 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.

### 419/21/22 <u>TO CONSIDER ANY ITEMS REFERRED FROM THE MAIN PART OF THE AGENDA.</u>

None.

### 420/21/22 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960

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

### 421/21/22 TO CONSIDER URGENT NON-FINANCIAL ITEMS AT THE DISCRETION OF THE CHAIRMAN.

### Support for Ukraine

The Chairman informed Members that The National Association of Local Councils (NALC) joined the Local Government Association (LGA) in endorsing a statement from the political leadership of the Council of European Municipalities and Regions (CEMR), which strongly condemns the multiple attacks and violations of the territorial integrity and sovereignty of Ukraine.

It was proposed by Councillor P Samuels, seconded by Councillor Bickford and **RESOLVED** that Saltash Town Council endorses the statement in support and solidarity with peers in Ukraine.

It was proposed by Councillor Stoyel, seconded by Councillor Griffiths and **RESOLVED** to give delegated authority to the Acting Town Clerk, liaising with the Mayor and Deputy Mayor to offer additional community support as deemed required and within the powers of the Town Council.

The above resolutions are to be ratified at Thursday 7<sup>th</sup> April 2022 Full Town Council meeting.

# 422/21/22 TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.

It was proposed by Councillor P Samuels, seconded by Councillor Bickford and **RESOLVED** to issue the following Press and Social Media releases:

- 1. Town Council's support for Ukraine
- 2. Saltash Neighbourhood Plan Referendum to be held on 17<sup>th</sup> March 2022.

### 423/21/22 DATE OF NEXT MEETING:

An Extraordinary Meeting of Full Town Council to be held on Tuesday 15<sup>th</sup> March 2022 at 6.00p.m.

### 424/21/22 <u>COMMON SEAL:</u>

It was **RESOLVED** that the Common Seal of the Council be affixed to all Deeds and Documents necessary to give effect to the foregoing Acts and Proceedings.

Rising at: 8.40 pm

Signed:		
	Chairman	
Dated:		

Saltash Town Council Receipts February 2022

Description	NET	VAT	GROSS
Allotment Rental Fees	173.58	-	173.58
Bank Transfer from Barclays Active Saver to Barclays Business Current Account - February Salaries 23/02/22	50,000.00	-	50,000.00
Bank Transfer from Barclays Active Saver to Barclays Business Current Account - February Expenditure 07/02/22	21,000.00	-	21,000.00
Bank Transfer from Barclays Active Saver to Barclays Business Current Account - February Expenditure 10/02/22	3,000.00	-	3,000.00
Barclays Loyalty Rewards	0.45	-	0.45
Churchtown Cemetery Fees	1,931.00	-	1,931.00
Cornwall Council - Library Income - Agreed Amount For Abolition Of Fines	869.90	173.98	1,043.88
Guildhall Bookings	111.00	-	111.00
HMRC SSP Claim	300.07	-	300.07
HMRC VAT Refund Qtr Oct to Dec 2021	1	14,328.81	14,328.81
Isambard House Bookings	100.00	20.00	120.00
Library Income - Book Sales	31.11	-	31.11
Library Income - Fees & Charges January 2022	39.80	7.96	47.76
Maurice Huggins Room Bookings	37.50	-	37.50
Public Sector Deposit Fund Interest	28.06	-	28.06
Service Delivery Income - Seagull Bags	72.92	14.58	87.50
Water & Sewerage Charges - Saltash Bowling Club - January 2022	26.36	2.07	28.43

Description	NET	VAT	GROSS
Alexandra - Staff Uniforms	60.47	12.09	72.56
All Seasons Window Cleaning - Isambard House	35.00	-	35.00
Amazon - Health & Safety Equipment	18.65	3.73	22.38
Amazon - Stationery P&F	134.48	26.90	161.38
Aquastorage System Cleaning Ltd - Monthly Legionella Monitoring - January 2022	140.00	28.00	168.00
Barclaycard Card Fee	32.00	-	32.00
Barclays Bank Charges Breakthrough Communications - Professional Costs	10.00 1,145.00	229.00	1,374.00
Budget Locksmiths Saltash - Public Toilets (Repairs & Maintenance Costs)	300.00	229.00	300.00
Celebration Pyrotechnics - Fireworks 2nd June 2022 - Queen's Jubilee	120.00	24.00	144.00
Cornwall Association of Local Councils - Councillor Training	40.00	8.00	48.00
Cornwall Association of Local Councils - HR Fees	1,215.00	243.00	1,458.00
Cornwall Council - 2nd December 2021 Election Recharges	10,693.60	-	10,693.60
Cornwall Council - Longstone Depot Monthly Rent - February 2022	375.00	-	375.00
Cornwall Council Rates 2021/22 Monthly Instalment - Maurice Huggins Room	52.00	-	52.00
Cornwall Pensions Fund Payment - February 2022	9,485.35	-	9,485.35
Dainton Group Services - Portacabin Hire For Waterfront - February 2022	300.00	60.00	360.00
DB Autos Ltd - Vehicle Maintenance	923.58	184.72	1,108.29
Deltor Creative Design & Print - Precept Leaflets	795.00	-	795.00
Denmans - Electrical Parts - Maintenance	465.66	93.13	558.79
Devon Contract Waste Ltd - Recycling Waste Collection	12.85	2.57	15.42
Diverse Events - Civic Occasions (Road Closures)	500.80	-	500.80
DVLA - 12 Month Vehicle Tax - Reg: BX15 HWJ	277.50	- EE 00	277.50
EE - Grounds Mobile Phones & Waterfront Broadband - February 2022	275.47	55.09	330.56
Efficient Comms Ltd - Telephone Call Charges - January 2022  Euro Car Parts - Vehicle Maintenance	110.59 126.01	22.12	132.71 151.21
Furniture Cloud Limited - 25 Meeting Tables - Restart Business Support Gant	604.40	25.20 120.88	725.28
Geoff Peggs Assoc RICS - Guildhall Professional Fees	1,422.00	192.00	1,614.00
Geoff Peggs Assoc RICS - Saltash Library Property Refurbishment	4,114.12	822.82	4,936.94
Glendale Grounds Management Ltd - Undertake Conditional Tree Surveys 12x STC Sites	1,422.00	284.40	1,706.40
Greenham - Staff Uniform	108.00	21.60	129.60
HMRC NIC Payment - February 2022	8,461.06	-	8,461.06
Howdens - General Repairs & Maintenance	49.81	9.96	59.77
ICS Industrial Component Supplies - Tools, Equipment & Materials	165.27	33.05	198.32
IRQ Systems Ltd - IT Maintenance	60.00	12.00	72.00
IRQ Systems Ltd - Monthly IT Maintenance & Broadband Fee	1,066.05	213.21	1,279.26
Jackman Peckover Maintenance Services - Guildhall General Repairs & Maintenance	141.50	28.30	169.80
Jackman Peckover Maintenance Services - Longstone General Repairs & Maintenance	193.28	38.66	231.94
Key West - Vehicle Maintenance & Repair Costs	130.00	26.00	156.00
Laser - Cemetery Electric 01/09/2021 to 30/11/2021	54.56	2.73	57.29
Laser - Guildhall Gas 31/12/2021 to 31/01/2022	250.28	50.06	300.34
Laser - Library Gas 30/11/2021 to 31/12/2021	300.33	60.07	360.40
Laser - Station Gas 30/09/2021 to 31/10/2021	54.85	2.74	57.59
Laser - Station Gas 30/11/2021 to 31/12/2021 Laser - Station Gas 31/07/2021 to 31/08/2021	67.98 47.25	3.40 2.36	71.38 49.61
Laser - Station Gas 31/08/2021 to 30/09/2021	45.30	2.30	47.57
Laser - Station Gas 31/10/2021 to 30/03/2021	56.66	2.83	59.49
Laser - Unmetered Supply - 01/01/2022 to 31/01/2022	9.56	0.48	10.04
Medland Sanders and Twose - Machinery Maintenance	61.76	12.35	74.11
MK Callington Stores Ltd - Newspapers Library	144.40	-	144.40
Moorepay - Health & Safety And Employment Law - 09/02/22 to 08/03/22	262.83	52.57	315.40
Moorepay - HR / Employment Law Consultancy - 20/02/22 to 19/03/22	318.75	63.75	382.50
Moorepay - HR / Employment law Consultancy - 22/02/22 to 21/03/22	74.37	14.87	89.24
More Than Art Gallery - Stationery P&F	91.76	-	91.76
Opayo (previously Sage) - Elavon EMS - Bank Charges	7.21	-	7.21
Opayo (Previously Sage) Card Machine Rental Charges - February 2022	13.00	2.60	15.60
People Safe - Staff Health & Safety	168.00	33.60	201.60
Pertemps Recruitment - Service Delivery Recruitment Fee	750.00	150.00	900.00
Pertemps Recruitment - Service Delivery Temp Fees - February 2022 Pertemps Recruitment - Service Delivery Temp Fees - January 2022	327.40 1,373.76	65.48 274.75	392.88 1,648.51
Plastic Sheets - Pillmere & Heritage Museum	1,373.76	25.86	1,648.51
Poolearth Limited - Staff Welfare	1,169.18	233.84	1,403.01
Print Minor - Neighbourhood Plan	1,109.18	200.04	190.00
Royal British Legion - Remembrance Wreaths	120.00	-	120.00
Saltash Amateur Boxing Club - Community Chest Grant	1,000.00	-	1,000.00
		_	90.00
	90.00		
Saltash Window Cleaning - Guildhall	90.00 253.20	50.64	303.84
•	253.20 711.64	50.64 142.33	303.84 853.97
Saltash Window Cleaning - Guildhall Seymore Signs - Public Toilets (Operational Costs)	253.20		

Description	NET	VAT	GROSS
South West Water - Alexandra Square Public Toilets 01/10/21 to 23/12/21	158.59	-	158.59
South West Water - Bowling Pavilions Longstone - 09/01/22 to 01/02/22	68.62	5.35	73.97
South West Water - Fairmead Road Allotment 28/09/21 to 22/12/21	28.09	-	28.09
South West Water - Guildhall 29/09/21 to 21/12/21	96.04	-	96.04
South West Water - Maurice Huggins Room 03/12/21 to 08/01/22	21.15	1.81	22.96
South West Water - Waterside Public Toilets 01/10/21 to 23/12/21	200.31	-	200.31
Sovereign Fire and Security Ltd - Repairs & Maintenance - Isambard House	75.00	15.00	90.00
Spot-On-Supplies - Cleaning Supplies & PPE	306.63	61.33	367.96
St John Ambulance - Staff Training	440.00	88.00	528.00
Staff Mileage Expenses - January 2022	93.60	-	93.60
Staff Salaries - February 2022	31,835.34	-	31,835.34
Sue Hooper Charitable Foundation - Community Chest Grant	700.00	-	700.00
Survitec - Health & Safety Equipment	55.33	11.07	66.40
Tartendown Nursery - Burial Authority Memorial Garden	9.16	1.83	10.99
Test Meter - CO2 Monitors	63.90	12.78	76.68
The Core - Commissioning Youth Work	5,000.00	-	5,000.00
Trade UK Account -Tools & Equipment	570.97	114.19	685.16
Travis Perkins Trading Company Ltd - General Repairs & Maintenance	15.36	3.07	18.43
UK Fuels Ltd - Vehicle & Machinery Fuel - February 2022	242.49	48.50	290.99
Underhill Engineering - Pontoon Maintenance Cost	4,566.00	913.20	5,479.20
Vacated Allotment Rental Refunds	96.56	-	96.56
Vincent Tractors Ltd - Machinery Maintenance	1,016.09	203.22	1,219.31
Vortex Designs - Staff Uniforms	183.70	36.74	220.44
West Country Embroidery	647.25	129.45	776.70
Westcare Supply Zone - Refreshment Costs - Guildhall	22.34	-	22.34
Westcare Supply Zone - Stationery - Service Delivery	188.22	37.64	225.86
Westcountry Skip Hire - Green Waste Disposal	58.63	11.73	70.36
Westcountry Skip Hire - Skip Removal Waterfront	270.00	54.00	324.00
WesternWeb Ltd - Website Maintenance	30.00	6.00	36.00
Wilf Dawes Tyres & Batteries - Vehicle Maintenance	71.67	14.33	86.00
Xero Accounting Software Monthly Subscription 09/01/22 to 08/02/22	26.00	5.20	31.20

### SALTASH TOWN COUNCIL

Minutes of the Meeting of an Extraordinary Meeting of the Policy and Finance Committee held at the Guildhall on Tuesday 8th March 2022 at 6.30 pm

PRESENT: Councillors: R Bullock, J Dent, J Foster, S Martin, S Miller

(Chairman), J Peggs, B Stoyel and D Yates (Vice-Chairman).

ALSO PRESENT: H Frank - Director of CIMCF and Treasurer of May Fair,

S Burrows (Acting Town Clerk).

**APOLOGIES**: R Bickford, G Challen, L Challen, S Gillies, M Griffiths,

S Lennox-Boyd, B Samuels and P Samuels.

### 173/21/22 HEALTH AND SAFETY ANNOUNCEMENTS.

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

### 174/21/22 <u>DECLARATIONS OF INTEREST:</u>

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.

Councillor	Agenda	Pecuniary/Non-	Reason	Left
	ltem	Pecuniary		Meeting
Foster	15B – FF106	Non-Pecuniary	Member of Saltash Lions Club	Yes

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

To award a dispensation to Saltash Town Council Members to allow agenda item 15b Application Number FF108 to be discussed and participate in any vote, or further vote taken on that business by Saltash Town Council.

Without the dispensation the number of persons unable to participate in the transaction of business would be so great as to impede the transaction of the business.

It was proposed by Councillor Miller, seconded by Councillor Yates and **RESOLVED** to approve a dispensation be granted to Saltash Town Council Members for this meeting only to allow agenda item 15b Application Number FF108 to be discussed and participate in any vote, or further vote taken on that business by Saltash Town Council.

### 175/21/22 QUESTIONS - A 15-MINUTE PERIOD WHEN MEMBERS OF THE PUBLIC MAY ASK QUESTIONS OF MEMBERS OF THE COUNCIL.

None.

# 176/21/22 TO RECEIVE AND APPROVE THE MINUTES OF THE POLICY AND FINANCE COMMITTEE HELD ON TUESDAY 11TH JANUARY 2022 AND THE EXTRAORDINARY MEETING HELD ON TUESDAY 22ND FEBRUARY 2022 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 Miller, seconded by Councillor Yates and **RESOLVED** that the minutes of the Policy and Finance Committee held on Tuesday 11<sup>th</sup> January 2022 were confirmed as a true and correct record.

It was proposed by Councillor Miller, seconded by Councillor Yates and **RESOLVED** that the minutes of the Extraordinary Policy and Finance Meeting held on Tuesday 22<sup>nd</sup> February 2022 were confirmed as a true and correct record.

### 177/21/22 <u>ALL ACCOUNTS AND BANK ACCOUNTS RECONCILED UP TO 31ST JANUARY 2022</u>

It was **RESOLVED** to note.

### 178/21/22 PETTY CASH RECONCILED UP TO 31ST JANUARY 2022.

It was **RESOLVED** to note.

### 179/21/22 TO RECEIVE A REPORT ON VAT.

It was **RESOLVED** to note.

### 180/21/22 TO RECEIVE A REPORT ON INVESTMENTS.

It was proposed by Councillor Miller, seconded by Councillor Dent and **RESOLVED** to note the report on investments and approve a virement of £150,000 from Cornwall Council Instant Access Account to Barclays Active Saver to cover operational expenditure.

# 181/21/22 TO NOTE THAT AN AUDIT ON RECENT SUPPLIER PAYMENTS WAS CONDUCTED BY THE CHAIRMAN OF POLICY & FINANCE IN LINE WITH THE COUNCILS FINANCIAL REGULATIONS. IT WAS NOTED THAT THERE ARE NO DISCREPANCIES TO REPORT.

It was **RESOLVED** to note.

### 182/21/22 <u>TO RECEIVE THE CURRENT STC AND COMMITTEE BUDGET STATEMENTS.</u>

It was **RESOLVED** to note.

### 183/21/22 TO RECEIVE A REPORT FROM THE FINANCE OFFICER.

It was **RESOLVED** to note the report.

It was proposed by Councillor Miller, seconded by Councillor Yates and **RESOLVED** to approve a virement of £1,000 from budget code 6676 Service Delivery Staff Training to budget code 6673 Service Delivery Clothing, to cover the newly appointed Service Delivery staff uniform.

It was proposed by Councillor Miller, seconded by Councillor Foster and **RESOLVED** to ratify the motor insurance renewal cover for the year 2022-23 at a cost of £2,527.08 allocated to budget code 6205 P&F Insurance.

### 184/21/22 <u>TO RECEIVE THE ACTING TOWN CLERKS REPORT ON DELEGATED AUTHORITY TO SPEND.</u>

It was proposed by Councillor Peggs, seconded by Councillor Dent and **RESOLVED** to approve the Acting Town Clerks delegated spend.

### 185/21/22 <u>TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE</u> RECEIVED.

No report.

### 186/21/22 <u>TO CONSIDER COMMUNITY CHEST AND FESTIVAL FUND</u> APPLICATIONS:

a. Community Chest:

None.

#### b. Festival Funds:

Application Number	Organisation	Amount Requested
FF105	Cornwall International Choral Festival	£250.00

It was proposed by Councillor Miller, seconded by Councillor Foster and **RESOLVED** to award £250.00 to Cornwall International Choral Festival.

Councillor Foster declared an interest in the next agenda item and left the room.

Application Number	Organisation	Amount Requested
FF106	Saltash Lions Club	£650.00

It was proposed by Councillor Dent, seconded by Councillor Martin and **RESOLVED** to award £500.00 to Saltash Lions Club subject to:

- 1. Clarification on the arrangements in place to ensure safeguarding of children and or young people and or vulnerable people.
- 2. Providing quotes for the portable toilet blocks and first aid coverage.

Councillor Foster was invited and returned to the meeting.

Application Number	Organisation	Amount Requested
FF107	May Fair Committee – Saltash May Fair	£2,976.72

It was proposed by Councillor Martin, seconded by Councillor Peggs and **RESOLVED** to award £2,976.72 to the May Fair Committee for Saltash May Fair.

Application Number	Organisation	Amount Requested
FF108	May Fair Committee – Big Jubilee Lunch	£1,500.00

It was proposed by Councillor Peggs, seconded by Councillor Stoyel and **RESOLVED** to award £1,500 to the May Fair Committee for the Big Jubilee Lunch on Fore Street.

The Chairman announced a 5 minute break at 7:20pm.

The Chairman continued the meeting at 7:25pm.

### 187/21/22 <u>TO RECEIVE AND CONSIDER RECOMMENDING TO FULL</u> COUNCIL THE FOLLOWING POLICIES:

### a. Civic Awards Policy

It was proposed by Councillor Miller, seconded by Councillor Foster and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 7<sup>th</sup> April 2022 to adopt the amendments to the Civic Awards Policy.

### b. Awarding the Freedom of the Town

It was proposed by Councillor Miller, seconded by Councillor Stoyel and resolved to **RECOMMEND** to Full Town Council to be held on Thursday 7<sup>th</sup> April 2022 to adopt the Awarding the Honorary Freedom of Saltash Policy.

# 188/21/22 TO RECEIVE AND CONSIDER APPROVING THE REVISED SALTASH TOWN COUNCIL DELIVERY OF PROFESSIONAL YOUTH WORK TENDER SPECIFICATION.

It was proposed by Councillor Bullock, seconded by Councillor Peggs and **RESOLVED** to approve the proposed amendments to the Delivery of Professional Youth Work in Saltash for the year 2022-23.

### 189/21/22 <u>TO RECEIVE REPORTS FROM PROFESSIONAL YOUTH WORK</u> ORGANISATIONS

### a. Junkyard Skatepark

It was proposed by Councillor Stoyel, seconded by Councillor Martin and **RESOLVED** to note the report and delegate to the Acting Town Clerk to write a letter of thanks to Junkyard Skatepark for their continued support and commitment to the young people of Saltash.

#### b. Livewire

It was proposed by Councillor Stoyel, seconded by Councillor Martin and **RESOLVED** to note the report and delegate to the Acting Town Clerk to write a letter of thanks to Livewire for their continued support and commitment to the young people of Saltash.

### 190/21/22 TO RECEIVE REPORTS FROM WORKING GROUPS AND OUTSIDE BODIES:

a. Neighbourhood Plan Steering Group:

Councillor Yates gave a verbal update on the Neighbourhood Plan:

- 1. Saltash Neighbourhood Plan Referendum for the Saltash Neighbourhood area is to be held on Thursday 17<sup>th</sup> March 2022 at various locations.
- 2. Leaflets are currently being distributed and available from the Guildhall and Library.
- 3. A number of informal events have been held in Fore Street and at the Library.
- 4. Join Gateway Cornwall Saltash on Thursday 10<sup>th</sup> March 2022 at 10:30am to find out more about the Neighbourhood Plan Referendum.
- b. Saltash Team for Youth:

The next Saltash Team for Youth Working Group meeting is to be held on Friday 11<sup>th</sup> March 2022, 1pm at Livewire.

c. Section 106 Panel:

No Report.

### 191/21/22 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

It was proposed by Councillor Miller, seconded by Councillor Dent and **RESOLVED** 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.

# 192/21/22 TO CONSIDER CORNWALL COUNCIL CONTINUING TO ACT ON BEHALF OF SALTASH TOWN COUNCIL FOR ANY COMPLAINTS RECEIVED BY IDENTIFIED PERSISTENT COMPLAINANTS.

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

- Continue to appoint Cornwall Council to act on behalf of Saltash Town Council for any complaints received by identified persistent complainants.
- 2. Review Saltash Town Council Unreasonable Persistent Complaints Policy to be received at the next Policy and Finance meeting.

### 193/21/22 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

It was proposed by Councillor Martin, seconded by Councillor Miller and **RESOLVED** that the public and press be re-admitted to the meeting.

### 194/21/22 <u>TO CONSIDER URGENT NON-FINANCIAL ITEMS AT THE</u> DISCRETION OF THE CHAIRMAN.

None.

# 195/21/22 TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.

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

- 1. To promote the Festival Fund Awards.
- 2. To thank Junkyard Skate Park and Livewire for their continued support and recognition of their work for the young people of Saltash.

### **DATE OF NEXT MEETING**

Tuesday 10 May 2022 at 6.30 pm
--------------------------------

Rising at: 8:10pm

Signed:		
	Chairman	
Dated:		



This is a policy/procedure document of Saltash Town Council to be followed by both Council Members and Employees.

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Current Document Status			
Version	2 DRAFT	Approved by	
Date	February 2022	Date	
Responsible Officer	AJT	Minute no.	
Next review date	One year following adoption		

Version History				
Date	Version	Author/Editor	Notes	
Nov 2021	1	AJT	New – review required	
February 2022	2 DRAFT	AJT		

## Document Retention Period Until superseded

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### **Awarding the Honorary Freedom of Saltash**

### 1. Introduction

The Honorary Freedom of the Town of Saltash is an award made at the discretion of the Town Council. This is the highest honour that the Town Council can bestow and will be awarded only on rare and exceptional occasions and in accordance with legislation<sup>1</sup>.

### 2. The Award

The award confers no special privileges or automatic entitlement to participate in the proceedings of council meetings or civic events. The award is for the lifetime of the individual and is not hereditary. It cannot be awarded posthumously.

The Honorary Freeman/Freewoman will have their name added to the roll of honour board in the Council Chamber. An engraved medallion and illuminated scroll will be presented.

The Honorary Freeman/Freewoman may be invited to participate in Civic Events and Civic Parades at the invitation of the current Mayor.

The maximum number of Honorary Freemen/Freewomen at any one time is not restricted.

The Town Council reserves the right to withdraw by resolution of the Council the Honour where the actions of a recipient are deemed to bring the award into disrepute.

The award will be promoted annually at a time determined by the Town Clerk with nominations normally received once a year although other circumstances may be considered. Nominations will not be considered until at least 28 days have elapsed following promotion of the award.

#### 3. Who can make a nomination?

Nominations may be made by anyone living within the town electoral boundaries and are on the electoral roll. They should refer to this policy and/or seek guidance from the administration team at the Guildhall.

### 4. Eligibility

- 4.1 Individuals from all walks of life and all sections of the community who have made a significant contribution to community life in Saltash are eligible to be nominated as Honorary Freemen/Freewomen.
- 4.2 In keeping with the exceptional nature of the award it shall be strictly limited to those who have made a very significant contribution to the community of Saltash or a significant national contribution relative to the Town and who have demonstrated 'service above self'.

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<sup>&</sup>lt;sup>1</sup> See Appendix 1

- 4.3 It would be expected that the nominee will have given extensive and distinguished service to the community that goes beyond local government i.e. service to other organizations, voluntary and community groups, in a largely voluntary capacity.
- 4.4 The nominee must have made such an outstanding contribution to the Town to make their contribution stand above that made by other people and normally involve one or more of the following factors:
  - A significant allocation of the person's time in serving members of the community for the improvement of their wellbeing.
  - The promotion, achievement and/or delivery of community services in which a real personal contribution has been made.
- 4.5 If the nomination is for service as a former Member of the Town Council, they should have served at least three terms of office (12 years) although these do not have to be consecutive.
- 4.6 Nominations will not be accepted for current serving members of the Town Council. A suitable qualifying period of at least one month must have elapsed since vacating their role as a Councillor before a nomination is accepted.

### 5. Nomination criteria

The following should be taken into account when consideration is given to granting the honour of Honorary Freeman/Freewoman of Saltash.

- 5.1 Preference should be given to a person who performs in a voluntary capacity but this should not preclude the honour being awarded to a person whose dedication and contribution is significantly above that expected from their occupation.
- 5.2 The contribution to the welfare of the community must involve a significant contribution of the person's time in serving members of the community for the improvement of their welfare or the promotion, achievement and/or delivery of community services in which a real personal role and contribution is made.

The contribution must be so outstanding that it can be seen to stand above the contributions of most other people.

### 6. Nomination procedure

6.1 Nominations should be made in confidence without the knowledge of the nominee as it would be unfair to raise expectations in case they are not met.

Nominations should be in writing on the form attached (Appendix 3) and sent to the Town Clerk.

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- 6.2 The Town Clerk will acknowledge receipt of the nomination(s) but no further correspondence will be entered into. The Mayor will be informed of the nomination(s).
- 6.3 The Mayor will call a meeting of the Panel<sup>2</sup> to review the nomination(s).

#### 7. Consideration of nominations

- 7.1 The Panel will consider whether the nomination(s) meet the criteria required. They may request further information in support of the nomination either by asking the Town Clerk to contact the proposer or making their own discreet enquiries. They may choose to hold a further meeting to consider further evidence.
- 7.2 On conclusion of the assessment the Mayor (or Member Chairing the Panel) will ask the Town Clerk to put the following item on the agenda for the next available meeting of the Full Council: 'To receive a report on a nomination/nominations for Honorary Freeman/Freewoman and consider calling an Extraordinary Meeting of the Council to make a decision on the award of the honour.'
  - (The item will be considered in Confidential Part II.)
- 7.3 The Full Council Meeting will receive a report from the Mayor or Member Chairing the Panel on the assessment of the nomination(s).
- 7.4 Members consider the nomination(s) and vote to consider whether the nomination should be received at an Extraordinary Meeting of the Town Council.
- 7.5 Where it is resolved to receive the nomination(s) at an Extraordinary Meeting the Mayor will call the meeting on a date and time arranged in consultation with the Town Clerk.
- 7.6 At the Extraordinary Meeting the nomination(s) will be considered in confidential session. The motion to make the award(s) should be approved by no less than two thirds of Members present and voting. The decision of the Town Council is final.
- 7.7 Where a resolution is passed to award the Honorary Freedom of the Town, the Town Clerk will contact the nominee(s) in writing informing them of the honour, what it confers and asking if they wish to accept.
- 7.8 Only when the honour has been accepted in writing will press and social media releases be issued confirming the award has been made, the name of the recipient, and why the award has been conferred.

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<sup>&</sup>lt;sup>2</sup> See Appendix 2

### 8. Presentation

The presentation of the award will be in line with the wishes of the recipient subject to approval by the Policy and Finance Committee of expenditure from the Civic Occasions budget.



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### Appendix 1

### Legislation

The Local Government Act 1972 (as amended by the Local Democracy, economic Development and Construction Act 2009) Section 249 (5) - (10) enables all local councils to confer honorary titles, namely "honorary freeman" or "honorary freewoman" to:

- a. Persons of distinction, and
- b. Persons who have, in the opinion of the authority, rendered eminent services to that place or area.<sup>3</sup>

Section 249 (7) (as amended) states that the power in subsection (5) is exercisable by resolution of the relevant authority.

Section 249 (8) (as amended) states that the resolution under subsection (7) must be passed:

- a. At a meeting which is specially convened for the purpose and where notice of the object of the meeting has been given; and
- b. By not less than two thirds of the members of the relevant authority who vote on it.

Section 249 (9) (as amended) states that:

"A relevant authority may spend such reasonable sum as it thinks fit for the purpose of presenting an address or a casket containing an address to a person on whom the authority has conferred the titled of honorary freeman or honorary freewoman under subsection (5)."

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<sup>&</sup>lt;sup>3</sup> Local Government Act 1972 (as amended) s.249 (5)

### **Appendix 2 - Procedure**

Process	Action	Notes
Promotion and application process starts	Town Clerk to action	
Nomination(s) received	Town Clerk acknowledges OR requests resubmission on nomination form.	Panel comprises Mayor, Deputy Mayor & Chair of P&F.
	No earlier than 28 days following promotion the Town Clerk advises Mayor who calls meeting of panel to consider nominations.	Where a panel Member is nominating or actively involved in the nomination, they cannot sit on the panel. The Vice Chair of P&F will substitute.
The Panel meets to consider whether the nomination meets the criteria for the award.	The Panel may request more information in support of a nomination – to be received by a given date. (Town Clerk to action.)	If a Member is sponsoring the nomination they should be asked for the information. The Panel may make discreet enquiries.
The Panel does not make a decision on conferring the award.	If more information is requested a further meeting of panel will be called to consider.	
The Panel concludes assessment	The Mayor asks the Town Clerk to put the item on next available meeting of FTC (in confidential Part II).	'To receive a report on a nomination/nominations for Honorary Freeman/Freewoman and consider calling an Extraordinary Meeting of the Council to award the honour.'

The Panel reports to FTC (in Part II of ordinary meeting)	The Chair of the Panel briefs Members on the criteria for the award and reports the assessment of the panel on the nomination(s) received.	
	Where a Member is sponsoring or has made the nomination they may answer questions and provide background evidence in support.	
	All Members vote on a resolution to call Extraordinary Meeting to consider granting the award.	
Extraordinary meeting called to consider nomination for the award.	Each nomination will require a Proposer and a Seconder.	
Note – name(s) of nominee(s) should not be disclosed at any point,	For the award to be made a resolution must be passed by not less than two thirds of Members present and voting.	The debate and vote take place in Confidential Part II
Following the Extraordinary meeting	Where the award is made – Town Clerk to contact nominee in writing asking if they wish to accept the award and what it confers.	Where the nominee accepts the award a press release is issued and arrangements put in place, in line with the wishes of the nominee, for the presentation of the scroll and medallion.

### **Appendix 3**

### Saltash Town Council

### Nomination for the award of Honorary Freeman/Freewoman of Saltash

The Honorary Freedom of Saltash is a rare and exceptional award made at the discretion of the Town Council and conferment will be strictly limited to those who have made a very significant contribution to the Town.

The honorary title confers no special privileges or automatic entitlement to participate in the proceedings of council meetings or civic events.

The proposer is advised to read the policy document Awarding the Honorary Freedom of Saltash before completing this form to ensure their nominee meets the award criteria. Advice may be sought from the administration team at the Guildhall:

Email: enquiries@saltash.gov.uk

Telephone: 01752 844846

### Confidentiality:

The information contained in this nomination form is strictly confidential and will not be communicated to any person other than those involved in the administration of the awards.

The nominee should not be told that they have been nominated, as it is not fair to raise their expectations.

### Acknowledgement and progress of nominations:

We will acknowledge receipt of your nomination but regret that we will be unable to enter into any further correspondence unless more information in support of the nomination is required.

### Your personal information

Please refer to the Privacy Notice to understand how we process your personal data.

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### About the person you wish to nominate

Full name of person being nominated:
Their address (including full postcode)
Why are you nominating this person?
Please tell us why you think that this person should receive this exceptional award by giving as much detail as possible in 500 words or less.
When completing this section please note that Section 249 (5)-(10) of the Loca Government Act 1972 as amended gives the Town Council the power to confer the award on:
A person of distinction and/or
<ul> <li>A person who has, in the opinion of the Town Council, 'rendered eminent services to the Town'.</li> </ul>
Please provide evidence of how the nominee fits into one or both of these categories. If the activities that the nominee is being recommended for are as part of an organisation or charity, please provide the name.

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<del></del>
Your name
Your address
Your email address
Contact telephone number

What is your connection	n to the nominee?
I confirm that to the back	at of many leading the information I have provided in
accurate.	st of my knowledge the information I have provided is
Signature:	
Date:	
Please send the comp	pleted form to:
T. T. O	
The Town Clerk	
The Guildhall	
12 Lower Fore Street	

or by email to: enquiries@saltash.gov.uk

Saltash PL12 6JX

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### **Appendix 4**

### THE HONORARY FREEDOM OF THE TOWN OF SALTASH

The Honorary Freedom of the Town of Saltash is an award made at the sole discretion of the Town Council. This is the highest honour that the Town Council can bestow and will be awarded only on rare and exceptional occasions and in accordance with legislation.

While the award is made infrequently, nominations may be submitted by anyone living within the electoral boundaries of the Town. Nominees should have made a very significant contribution to the community life of the Town, normally over a prolonged period and largely in a voluntary capacity.

For more information, please read the Town Council Policy 'Awarding the Honorary Freedom of Saltash' (available on the Town Council website) or request a copy from the Guildhall. Advice may be obtained either by contacting one of your local Council Members or the administration team at the Guildhall.

If you wish to make a nomination, please use the nomination form which can be obtained from the website or on request from the Guildhall.

Nominations should be sent to:

The Town Clerk, Saltash Town Council, The Guildhall, 12 Lower Fore Street, Saltash, PL12 6JX or by e-mail to <a href="mailto:enquiries@saltash.gov.uk">enquiries@saltash.gov.uk</a>

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### **Appendix 5**

### **Press release**

### PRESS RELEASE FROM SALTASH TOWN COUNCIL

At an Extraordinary Meeting of Saltash Town Council held on <insert date> it was resolved to award the status of Honorary <Freeman/Freewoman> of the Town to <insert name> in recognition of <insert reason>.

Formal presentation of the award will take place at a later date.

### **SALTASH TOWN COUNCIL**

Minutes of the Extraordinary Meeting of the Personnel Committee held at the Guildhall on Thursday 10th March 2022 at 6.30 pm

**PRESENT:** Councillors: J Dent, S Martin (Chairman), S Miller and J Peggs

(Vice-Chairman).

ALSO PRESENT: S Burrows (Acting Town Clerk), S. Mason County Executive

Officer from CALC (part of the meeting).

**APOLOGIES:** Councillor G Challen.

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### 129/21/22 HEALTH AND SAFETY ANNOUNCEMENTS

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

### 130/21/22 <u>DECLARATIONS OF INTEREST:</u>

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.

### 131/21/22 <u>TO CONSIDER TRAINING REQUESTS AND TO REPORT BACK ON TRAINING ATTENDED.</u>

The Acting Town Clerk informed Members that her Portfolio for the Certificate in Local Council Administration (CiLCA) has passed.

It was **RESOLVED** to note.

# 132/21/22 TO REVIEW THE LATEST GOVERNMENT COVID-19 UPDATES AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

The Acting Town Clerk reported on the latest Covid-19 Government updates and the potential impact to the Town Council services.

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

- 1. Members of staff are to continue to self-isolate following a positive Covid-19 test for at least five days;
- Staff are to take a LFT after day five and continue to follow the guidance until they have received two negative test results on consecutive days;
- 3. Staff who are in contact with people who test positive are to be mindful of others, if they experience symptoms take a LFT and continue to follow the above guidance;
- 4. Saltash Town Council purchase LFT for all employees from 1<sup>st</sup> April 2022 allocating the cost to budget code 6654 Staff Welfare.

# 133/21/22 TO RECEIVE THE NATIONAL JOINT COUNCIL SCALE INCREASE FOR THE YEAR 2021-22 AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

It was proposed by Councillor Martin, seconded by Councillor Dent and resolved to **RECOMMEND** to the next Full Council meeting to implement the NJC back pay award of 1.75% for the year 2021-22.

### 134/21/22 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960

It was proposed by Councillor Martin, seconded by Councillor Peggs and **RESOLVED** 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 and in accordance with Saltash Town Council Standing Orders and Terms of Reference.

The Chairman informed Members that the meeting is now in Part Two.

The Chairman reminded Members that items discussed are of the strictest confidence and must not be discussed or shared with others.

The Chairman asked Members to refrain from taking notes in part two confidential session, reports have been provided.

All Members are subject to GDPR, Data Protection Regulations and the Code of Conduct.

Members noted the Chairman's statement.

# 135/21/22 TO RECEIVE A REPORT TO APPOINT A PERMANENT SERVICE DELIVERY GENERAL ASSISTANT (SDGA) AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

It was proposed by Councillor Peggs, seconded by Councillor Martin and **RESOLVED** to approve the next appointable candidate to the Service Delivery General Assistant – Grounds Maintenance post to maintain the staffing levels necessary to efficiently discharge the work of the Service Delivery Department.

### 136/21/22 **STAFFING MATTERS.**

The Acting Town Clerk informed Members of a staffing matter.

It was **RESOLVED** to note.

The Acting Town Clerk left the meeting for the next agenda item.

S. Mason County Executive Officer from CALC joined the meeting via the Zoom platform.

# 137/21/22 TO REVISIT THE TOWN CLERK (PROPER OFFICER) / RESPONSIBLE FINANCE OFFICER RECRUITMENT PROCESS AND CONSIDER ANY FURTHER ACTIONS AND ASSOCIATED EXPENDITURE.

It was proposed by Councillor Martin, seconded by Councillor Dent and **RESOLVED** to note that the recruitment of a Town Clerk (Proper Officer) / Responsible Finance Officer (RFO) is being progressed.

S. Mason County Executive Officer from CALC left the meeting.

The Acting Town Clerk was invited and returned to the meeting.

### 138/21/22 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960

It was proposed by Councillor Martin, seconded by Councillor Peggs and **RESOLVED** that the public and press be re-admitted to the meeting.

# 139/21/22 TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.

It was proposed by Councillor Martin, seconded by Councillor Peggs and **RESOLVED** to issue the following Press and Social Media release:

1. Staff Training – Councillor Martin to work up the Press and Social Media release.

### DATE OF NEXT MEETING

Tuesday 29 March 2022 at 6.30 pm

Rising at: 8.30 pm

Signed:		
	Chairman	
Dated:		

### **SALTASH TOWN COUNCIL**

Minutes of the Meeting of the Planning and Licensing Committee held at the Guildhall on Tuesday 15th March 2022 at 6.30 pm

**PRESENT:** Councillors: R Bickford, R Bullock, J Dent (Vice-Chairman),

J Foster, S Gillies, S Martin, S Miller, J Peggs, B Samuels

(Chairman), P Samuels, B Stoyel and D Yates.

ALSO PRESENT: S Burrows (Acting Town Clerk) and F Morris (Planning and

General Administrator)

**APOLOGIES:** G Challen, M Griffiths and S Lennox-Boyd.

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### 139/21/22 HEALTH AND SAFETY ANNOUNCEMENTS

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

### 140/21/22 <u>DECLARATIONS OF INTEREST:</u>

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.

## 141/21/22 QUESTIONS - A 15-MINUTE PERIOD WHEN MEMBERS OF THE PUBLIC MAY ASK QUESTIONS OF MEMBERS OF THE COUNCIL.

None.

# 142/21/22 TO RECEIVE AND APPROVE THE MINUTES FROM THE PLANNING AND LICENSING COMMITTEE HELD ON TUESDAY 18TH JANUARY 2022 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 Bullock seconded by Councillor Dent and **RESOLVED** that the minutes of the Planning and Licensing Committee held on Tuesday 18<sup>th</sup> January 2022 were confirmed as a true and correct record.

## 143/21/22 <u>TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE</u> RECEIVED.

None.

### 144/21/22 PLANNING:

- a. To note that Councillor Lennox-Boyd will vote upon the information before her at the meeting but in the light of subsequent information received at Cornwall Council, Councillor Lennox-Boyd may vote differently at that meeting.
- b. To note that if Councillor Lennox-Boyd wishes to recommend opposite to the Town Council's view she will contact the Town Council by email. Considering time constraints, the Town Council will then hold an online poll of Councillors to determine whether to accept the Officer's view or to ask for the application to be called into committee. The results of these polls will be read into the record at the next Town Council meeting. Members of the public may request, via the Clerk, to be copied into any correspondence.
- c. Applications for consideration:

#### PA22/01303

Mrs Fatima Watson – 1 Southfield Saltash PL12 4LX

Balcony over existing ground floor extension and installation of two new windows on North side of dwelling.

Ward: Tamar

Date received: 15/02/22 Response date: 18/02/22

It was proposed by Councillor Dent, seconded by Councillor Peggs and resolved to **RECOMMEND APPROVAL** subject to the placement of obscure glass in both windows in the north elevation. This is something that the applicant has said that they will do.

#### PA22/01580

Mr Peter Gain - Ince Castle Elmgate Saltash PL12 4QZ

Demolition of existing 2no. greenhouses and 2no. polytunnels. Erection of 2no. replacement greenhouses and 1no. potting shed.

**Ward: Trematon** 

Date received: 02/03/22 Response date: 23/03/22

It was proposed by Councillor Yates, seconded by Councillor Martin

and resolved to RECOMMEND APPROVAL.

#### PA22/01626

Mr & Mrs King – 3 Homer Park Saltash PL12 6HJ

Removal and rebuilding of existing Single Storey Rear Extension.

Ward: Tamar

Date received: 01/03/22 Response date: 22/03/22

It was proposed by Councillor Peggs, seconded by Councillor P

Samuels and resolved to RECOMMEND APPROVAL.

### PA22/01802

Mr M Mackie – **361 New Road Saltash PL12 6HL** Attic conversion and single storey rear extension.

**Ward: Tamar** 

Date received: 23/02/22 Response date: 18/03/22

It was proposed by Councillor P Samuels, seconded by Councillor Peggs and resolved to **RECOMMEND REFUSAL** on the grounds of out of keeping with the surrounding area and the adjacent property.

### PA22/01889

Mr Martin Wannell – 7 Higher Port View Saltash PL12 4BU

Enlargement of existing garage and kitchen extension.

Ward: Essa

Date received: 03/03/22 Response date: 24/03/22

It was proposed by Councillor Bullock, seconded by Councillor

Bickford and resolved to RECOMMEND APPROVAL.

#### PA22/01913

Mr & Mrs Kennaway – **Wayside Bennets Lane Saltash PL12 6BG** Removal of conservatory and construction of ground floor rear extension, first floor side extension and alterations to existing dwelling.

Ward: Tamar

Date received: 01/03/22 Response date: 22/03/22

It was proposed by Councillor Dent, seconded by Councillor Bullock

and resolved to RECOMMEND APPROVAL.

#### PA22/01977

Mr Matthew Albrighton – **43 Hobbs Crescent Saltash PL12 4JJ** Rear first floor extension.

Ward: Tamar

Date received: 02/03/22 Response date: 23/03/22

It was proposed by Councillor Peggs, seconded by Councillor Dent

and resolved to RECOMMEND APPROVAL.

### PA22/02308

Mr and Mrs Boaden Dixon – **39 Castle View St Stephens Saltash** Proposed replacement front porch.

Ward: Essa

Date received: 09/03/22 Response date: 30/03/22

It was proposed by Councillor Bickford, seconded by Councillor

Martin and resolved to **RECOMMEND APPROVAL.** 

### d. Tree Applications:

#### PA22/02132

Mr Jon Mitchell CC Environment – **Milestone New Road Saltash** Works to trees subject to a Tree Preservation Order (TPO), works include fell 7 x ash trees.

Ward: Tamar

Date received: 07/03/22 Response date: 28/03/22

The Chairman informed Members of Saltash Town Council's Tree Wardens' Report.

It was proposed by Councillor Foster, seconded by Councillor Stoyel and resolved to **RECOMMEND APPROVAL** subject to ongoing discussions regarding the right choice of species for replacement with Saltash Town Council Tree Wardens.

### 145/21/22 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960

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

## 146/21/22 <u>TO CONSIDER ANY ITEMS REFERRED FROM THE MAIN PART OF</u> THE AGENDA

None.

### 147/21/22 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960

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

## 148/21/22 <u>TO CONSIDER URGENT NON-FINANCIAL ITEMS AT THE DISCRETION OF THE CHAIRMAN.</u>

The Chairman reminded Members with regard to the Saltash Neighbourhood Plan Referendum Polling Day to be held on Thursday 17<sup>th</sup> March 2022.

# 149/21/22 TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.

None.

### **DATE OF NEXT MEETING**

Tuesday 26 April 2022 at 6.30 pm

Rising at: 6.55 pm

Signed:		
	Chairman	
Dated:		

### **SALTASH TOWN COUNCIL**

## Minutes of the Meeting of the Personnel Committee held at the Guildhall on Tuesday 29th March 2022 at 6.30 pm

PRESENT: Councillors: G Challen, J Dent, S Martin (Chairman), S Miller

and J Peggs (Vice-Chairman).

**ALSO PRESENT**: S Burrows (Acting Town Clerk)

**APOLOGIES**: None.

### 140/21/22 <u>DECLARATIONS OF INTEREST:</u>

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.

#### 141/21/22

TO RECEIVE AND APPROVE THE MINUTES OF THE PERSONNEL COMMITTEE HELD ON TUESDAY 25TH JANUARY 2022 AND THE EXTRAORDINARY PERSONNEL COMMITTEE MEETING HELD ON THURSDAY 10TH MARCH 2022 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 Martin, seconded by Councillor Peggs and **RESOLVED** that the minutes of the Personnel Meeting held on Tuesday 25<sup>th</sup> January 2022 were confirmed as a true and correct record.

It was proposed by Councillor Martin, seconded by Councillor Dent and **RESOLVED** that the minutes of the Extraordinary Personnel Meeting held on Thursday 10<sup>th</sup> March 2022 were confirmed as a true and correct record.

### 142/21/22 HEALTH AND SAFETY ANNOUNCEMENTS

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

## 143/21/22 <u>TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE RECEIVED.</u>

No report.

### 144/21/22 TO RECEIVE THE CURRENT COMMITTEE BUDGET STATEMENT.

a. To receive the current Committee budget statement.

It was **RESOLVED** to note.

# 145/21/22 TO RECEIVE THE CURRENT TRAINING BUDGET, CONSIDER TRAINING REQUESTS AND TO REPORT BACK ON TRAINING ATTENDED.

It was **RESOLVED** to note the training budget statement and various staff training courses attended.

It was proposed by Councillor Martin, seconded by Councillor Miller and **RESOLVED** that further information be sought relating to available sign language training courses and the requirement at the library.

## 146/21/22 TO RECEIVE A REPORT ON THE PROVENANCE OF THE 'SALTASH DAY' AWARD AND CONSIDER FUTURE ALLOCATION.

It was proposed by Councillor Miller, seconded by Councillor Martin and resolved to **RECOMMEND** to Full Council:

- 1. A Saltash Day be awarded to all staff on Friday 23<sup>rd</sup> December 2022.
- 2. The Christmas shutdown period commences on Thursday 22<sup>nd</sup> December 2022 at 5pm and re-opens on Tuesday 3<sup>rd</sup> January 2023 at 9am.

This will not apply to operational staff who are required to remain on duty during this period by an on call system.

## 147/21/22 TO RECEIVE AND CONSIDER RECOMMENDING TO FULL COUNCIL THE FOLLOWING POLICIES:

a. Local Government Pension Scheme for the year 2022-23.

It was proposed by Councillor Martin, seconded by Councillor Dent and resolved to **RECOMMEND** to the next Full Council meeting to be held on Thursday 7<sup>th</sup> April 2022 to approve and adopt the Local Government Pension Scheme for the year 2022-2023.

b. Staff / Members Relations Policy.

It was proposed by Councillor Martin, seconded by Councillor Peggs and **RESOLVED** to delegate to the Senior Policy and Data Compliance Monitoring Officer for further works to be undertaken reporting back at a future Personnel Committee meeting.

# 148/21/22 TO RECEIVE AND CONSIDER APPROVING THE ANNUAL UPDATES TO SALTASH TOWN COUNCIL'S EMPLOYEE HANDBOOK.

It was proposed by Councillor Martin, seconded by Councillor Dent and resolved to **RECOMMEND** to Full Council to approve and adopt Moorepay annual updates to reflect legislative changes, binding case precedent and good practices to Saltash Town Council's Employee Handbook.

# 149/21/22 TO RECEIVE AND CONSIDER APPROVING AN AMENDMENT TO SALTASH TOWN COUNCIL'S TERMS AND CONDITIONS OF EMPLOYMENT.

It was proposed by Councillor Martin, seconded by Councillor Miller and **RESOLVED** to approve the amendment to Saltash Town Council's Terms and Conditions of Employment.

The Acting Town Clerk left the meeting for the next agenda item.

## 150/21/22 TOWN CLERK (PROPER OFFICER) / RESPONSIBLE FINANCE OFFICER RECRUITMENT UPDATE.

The Acting Town Clerk was invited and returned to the meeting.

The Chairman informed the Acting Town Clerk of the resolution for the purpose of the minutes.

It was **RESOLVED** to note that the recruitment of a Town Clerk (Proper Officer) / Responsible Finance Officer (RFO) is progressing.

### 151/21/22 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960

It was proposed by Councillor Martin, seconded by Councillor Dent and **RESOLVED** 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 and in accordance with Saltash Town Council Standing Orders and Terms of Reference.

The Chairman informed Members that the meeting is now in Part Two.

The Chairman reminded Members that items discussed are of the strictest confidence and must not be discussed or shared with others.

The Chairman asked Members to refrain from taking notes in part two confidential session, reports have been provided.

All Members are subject to GDPR, Data Protection Regulations and the Code of Conduct.

# 152/21/22 TO RECEIVE A REPORT FOR ADDITIONAL STAFFING HOURS TO SUPPORT THE QUEENS PLATINUM JUBILEE EVENT AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

(Pursuant to FTC held on 13.01.22 minute nr. 333/21/22)

It was proposed by Councillor Peggs, seconded by Councillor Martin and **RESOLVED** to approve additional staffing hours to support the Queen's Platinum Jubilee Event to be held on Thursday 2<sup>nd</sup> June 2022.

# 153/21/22 TO RECEIVE A REPORT ON STAFF ANNUAL INCREMENTAL SALARY POINTS AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

It was proposed by Councillor Martin, seconded by Councillor Dent and resolved to **RECOMMEND** to Full Council to approve all incremental point progressions for eligible staff for the year 2022-23 from 1<sup>st</sup> April.

# 154/21/22 TO RECEIVE A REPORT ON THE END OF YEAR 2021-22 ANNUAL LEAVE AND TOIL RECORDS AND CONSIDER ANY CARRIED FORWARD REQUESTS.

It was proposed by Councillor Dent, seconded by Councillor Peggs and **RESOLVED** to note the annual leave and TOIL report and:

- Approve the Acting Town Clerk to carry forward six days annual leave into the next holiday year due to staff shortage, subject to the six days being used within the first quarter of the next annual leave year.
- 2. Approve the Acting Town Clerk be paid seven hours of TOIL to avoid a large number of accrued hours due to staff shortage.
- 3. Other annual leave entitlement over the five day threshold was not authorised.

## 155/21/22 <u>TO RECEIVE A REPORT TO OUTSOURCE HR WORK AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.</u>

## (Pursuant to minute 114/21/22 Personnel meeting held on the 6<sup>th</sup> January 2022)

It was proposed by Councillor Martin, seconded by Councillor Peggs and resolved to **RECOMMEND** to Full Council:

- 1. To appoint Human Resources Support Consultancy to outsource all HR work on a temporary basis due to staff shortage.
- 2. The contract to commence with immediate effect, reviewed after three months, termination by either party three months.
- 3. At a retainer fee of £400 plus VAT per month to undertake on site and remote HR work / support.
- 4. A virement of £1,440 from general reserves to budget code 6662 HR Professional Fees to cover the initial three month costs.

## 156/21/22 TO RECEIVE A STAFFING REPORT FROM THE ACTING TOWN CLERK.

The Acting Town Clerk informed Members the Chairman and Vice Chairman approved two separate compassionate days leave for a member of staff.

It was **RESOLVED** to note.

The Acting Town Clerk informed Members the Chairman and Vice Chairman approved one day compassionate leave and up to two days for distant travel for a member of staff.

It was **RESOLVED** to note.

The Acting Town Clerk informed Members she approved one day leave with pay to move house.

It was **RESOLVED** to note.

The Acting Town Clerk informed Members that a member of staff will not be returning to work due to long term sickness.

It was **RESOLVED** to note and to wish the member of staff a speedy recovery.

The Acting Town Clerk informed Members of a staffing matter.

It was **RESOLVED** to note.

The Acting Town Clerk reported the Finance Assistant had submitted a letter of resignation effective from 25<sup>th</sup> March 2022. Last working day 22<sup>nd</sup> April 2022.

It was **RESOLVED** to note and to wish the Finance Assistant all the best for the future.

Further to this, Members considered operational staffing requirements.

It was proposed by Councillor Martin, seconded by Councillor Challen and **RESOLVED**:

- 1. To appoint Rosevale Accountants to commence on the 25<sup>th</sup> April 2022 to undertake various Finance work on a temporary basis in the absence of a Finance Assistant
- 2. To approve up to 30 hours per week at a cost of £26.50 plus VAT per hour
- 3. To allocate to budget code 6661 Finance Consultancy Fees.

The Chairman informed Members that the meeting is heading to exceed 2 ½ hours as per Standing Orders.

It was proposed by Councillor Martin, seconded by Councillor Challen and **RESOLVED** to suspend Standing Order Section Two Item 2x and to continue with the remaining items of business to be conducted.

Members considered advice received from Cornwall Council's Monitoring Officer.

It was proposed by Councillor Martin, seconded by Councillor Dent and resolved to **RECOMMEND** to the next Policy and Finance meeting:

- 1. To appoint Cornwall Council to inform identified persistent complainants to only communicate through Cornwall Council's complaints email box or by post.
- 2. Cornwall Council to forward any related Town Council business direct to Saltash Town Council if relevant to their services
- 3. Staff and Councillors to block identified persistent complainants emails with immediate effect.

### 157/21/22 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960

It was proposed by Councillor Martin, seconded by Councillor Dent and **RESOLVED** that the public and press be re-admitted to the meeting.

## 158/21/22 <u>TO CONSIDER URGENT NON-FINANCIAL ITEMS AT THE</u> DISCRETION OF THE CHAIRMAN.

None.

# 159/21/22 TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.

It was proposed by Councillor Martin, seconded by Councillor Peggs and **RESOLVED** to issue the following Press and Social Media releases:

1. Staff Training – Councillor Peggs to work up a Press and Social Media release.

### DATE OF NEXT MEETING

Thursday 26 May 2022 at 6.30 pm

Rising at: 9.15 pm

Signed:	
	Chairman
Dated:	

Agenda Item 20a
The Lord Lieutenant's and Bishop of Truro's...

The Lord Lieutenant's and Bishop of Truro's and Bishop

20th February 2022

Dear Chair/Clerk,

Her Majesty the Queen has given 70 years of devoted service. She has also personified and upheld positive values which have evolved to underpin our society – how lucky we are to live in a democracy, with freedom of speech, with tolerance, inclusion and equality at the heart of our still vibrant community life. How equally wonderful to live in a society in which we are free to determine our career, our beliefs, our life-style, and to have a health service and welfare system which means that, with few exceptions, everybody is safe and cared for.

We have been asked by the Lord Lieutenant, Col. Edward Bolitho, and Bishop Philip of Truro to set up an informal, colourful celebratory Parade through Truro to High Cross. It will occur at 12.30pm on Thursday 2<sup>nd</sup> June and will culminate in a short all-faiths-and-none service on the steps of Truro Cathedral. The intention is that this should be a starting point for Cornwall for the four-day Platinum Jubilee Holiday which has been declared. Thursday 2<sup>nd</sup> is the first of two consecutive Bank Holiday.

We would like to invite you to join the Parade and represent your Parish. If you can't make it then representatives would be welcome. It may be that you feel the Parish could be represented by members of a local association (eg WI, Rugby Club, Scouts). If so, we would ask you to place before your Council a proposal to support that groups(s) to travel or to create a banner (or somesuch) which describes the Parish to carry in the Parade. Please help to let people know about it.

We feel that our emphasis should be upon appreciation and values rather than on pomp and circumstance (that will be for other elements of the Jubilee). Please do consider joining in, or helping people from your Parish to do so. Please let us know if you are coming, or if we can help in any way.

Best wishes

4, 8, 8, 5

### Agendantem 2 MIAL



Ms S Burrows
Acting Town Clerk
Saltash Town Council
The Guildhall
12 Lower Fore Street
Saltash
Cornwall
PL12 6JX

Your ref:

My ref: Saltash/TVF/GOL2

**Date:** 25/03/2022

Sent by e-mail: <a href="mailto:sinead.burrows@saltash.gov.uk">sinead.burrows@saltash.gov.uk</a>

**Dear Ms Burrows** 

## Saltash – Re-issue of Confirmation of Grant Award Town Vitality Funding from the Town Centre Revitalisation Fund

This letter is a re-issue of the previous grant offer letter dated 01/03/2022 allowing for the requested extension of time for Saltash Town Council to accept the funding offer detailed below and the terms and conditions that accompanies this letter.

I write following your application dated 7 April 2021 in connection with £84,000 of support to Saltash Town Council (the "Recipient") to provide a Saltash Community Space – a new green realm in the retail heart of the town project.

Cornwall Council has the ambition to show that town development proposals can stimulate town centre activity and put Cornish towns at the forefront of future government funding programmes, by ensuring our communities are best placed to successfully bid for money as and when it becomes available. Towns with functioning Town Teams or Place Shaping Partnerships, with a strategy and plan for town centre investment will lead the path for town renewal and vitality. This Town Vitality Funding is to help towns across Cornwall take forward development work to advance plans that will improve the economic, social and environmental revitalisation of their Town Centres.

Cornwall Council will commit to providing Eighty Four Thousand Pounds (£84,000) of support from the **Town Centre Vitality Fund** to the Recipient to provide immediate capacity to commission and develop a Saltash Community Space – a new green realm in the retail heart of the town covering the following:

- 1. Commission consultants to carry out an assessment of possible sites, interrogating data on a range of factors including location, size, land ownership, accessibility, viability and synergy with the town's retail centre.
- 2. To hold a charrette (or similar public consultation event(s)) with conceptual designs of the proposals for the various uses of the agreed site.
- 3. Following the outcome of the public consultation commission appropriate consultants, with local knowledge, to prepare amended conceptual designs and Feasibility study to include:
  - a) Transport and traffic survey (engagement with Cornwall Council transport team required to include impact on current public transport arrangements (if any) and any TRO issues) and mapping of current and proposed pedestrian/cycle links to the preferred site.
  - b) Ground level survey, to include mapping of all underground services.
  - c) Valuation advice on land/property to be acquired (leasehold/freehold).
  - d) Structural engineering advice on design to include capability to accommodate secure water and electricity connection points.
  - e) Costing Analysis by Quantity Surveyor.
  - f) Environmental Consultation.
  - g) Consideration of all green/energy efficient ideas to enable carbon capture and support a Green Bounceback.
  - h) Consider all relevant issues relating to inclusivity and accessibility.
- 4. Upon determination of the suitable site, assess the various options for long term public land ownership in order to create an effective basis for the continued maintenance/management of the site, and the activities thereon, to ensure the long-term sufficiency.
- 5. Along with 4. above, to assess the potential funding for the scheme from the various sources available.
- 6. Throughout the process carry out continued public liaison based on a communication strategy agreed between the Town Team and Consultants.
- 7. Continued reference to the ideology that the site will:
  - a) Enable regular markets to be held, driving footfall into the town centre.
  - b) Be the stage for events, promoting community cohesion and supporting wellbeing and civic pride.
  - c) Deliver a green space within the urban realm that will increase the town's tree canopy cover, turning grey to green.
  - d) offer enhanced facilities for outdoor relaxation.
  - e) Help establish a critical mass of activity that contributes to the retail heart of the town and ensures it remains 'bustling'.
  - f) Enable 'pop-up' sale of food and craft items, complementing the current offer and encouraging start-up businesses.
  - g) Give businesses in outlying industrial estates a central venue to showcase their offer.

- h) Offer the opportunity for market stall units to be used on 'non-market' days as incubator units for businesses.
- i) Ensure the town is gaining best value from available land.
- j) Assist in recovery from Covid 19
- k) Plays a role in reducing the number of car trips to Plymouth.
- I) Showcase the dramatic vistas of the town to encourage users to extend dwell time in the town centre.

On completion of the project, Saltash Town Council is to provide Cornwall Council with relevant and full copy documents relating to the Saltash Community Space – a new green realm in the retail heart of the town Project (deliverables) funded by the Town Vitality Fund.

We are pleased to confirm, therefore, your Cornwall Council Town Vitality Funding Grant of £84,000 (Eighty Four Thousand Pounds) for 2021/22. This grant is to cover revenue expenditure only.

On acceptance of Cornwall Council's offer, the Recipient will be bound by the terms and conditions of the Agreement. The Recipient will be accepting legal obligations and should consider taking independent professional advice before such acceptance.

The terms and conditions for this grant are attached to this Grant Offer Letter; if you consent to these terms and conditions, please return a signed copy of this letter, where indicated below, together with the Terms and Conditions, any other documents relating to the Grant Offer Letter, and provide the Town Council's bank details on the form below, to e-mail address <a href="mailto:vitalitytowns@cornwall.gov.uk">vitalitytowns@cornwall.gov.uk</a>. Please retain a signed copy for your own records.

Please provide the documentation requested in clauses 4.1.2, 8.1.1 and 8.1.4 of the Terms and Conditions so that we can process your grant payment. The remaining documentation itemised under clause 8 forms part of the defrayal and audit requirements which will be required after project commencement.

This Grant Offer Letter is valid for a period of thirty (30) days only from the date of the approval details above, unless agreed, in writing, by the Council.

The principal contact within the Economic Growth Service is Stephen Facer (Town Renewal Officer), <a href="mailto:stephen.facer@cornwall.gov.uk">stephen.facer@cornwall.gov.uk</a>

Yours sincerely
Dhywgh hwi yn hwir



### **Emily Kent**

Head of Economy, Skills and Culture Penn Erbysieth, Sleyneth ha Gonisogeth **Economic Growth** 

## Acceptance of the Grant Offer Letter CC approved extension on the grant offer letter to 14th April 2022 to fit in with the Town Council meetings.

- 1. The Recipient acknowledges receipt of the Grant Offer Letter dated **25/03/2022** and confirm the Recipient wishes to receive the Grant for support of the Project, which is conditional on meeting the terms and conditions attached to the Grant Offer Letter.
- 2. The Recipient has signed both the original and the duplicate of this Grant Offer Letter in the space indicated below.
- 3. The Recipient has signed this Grant Offer Letter in confirmation that the Recipient has read and understood the terms and conditions herein and understands the role and responsibility that Cornwall Council has in monitoring performance against delivery.

SIGNED for and on behalf of the			
•••••			
Account Name:			

DATED 25<sup>th</sup> March 2022



### **BETWEEN**

### THE CORNWALL COUNCIL

and

SALTASH TOWN COUNCIL The Accountable Body.

\_\_\_\_\_

# TERMS AND CONDITIONS RELATING TO THE ALLOCATION OF THE

**TOWN VITALITY FUND** 

\_\_\_\_\_

**Legal Services** 

The Cornwall Council

**New County Hall** 

Truro, TR1 3AY

Ref: KT/063387

Members to fully understand and note the requirements of Saltash Town Council (STC) as the accountable body throughout this entire agreement. On acceptance of CC offer, Saltash Town Council will be bound by the terms and conditions of this agreement. Saltash Town Council will be accepting legal obligations and should consider taking independent professional legal advice before such acceptance.

### THIS AGREEMENT is dated the 25th day of March 2022

#### **Between**

THE CORNWALL COUNCIL of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY ("the CC")

and

 SALTASH TOWN COUNCIL The Guildhall 12 Lower Fore Street Saltash Cornwall PL12 6JX ("the Recipient")

each individually a "Party" and together the "Parties".

#### Recitals

- A. In consideration of the Parties' respective obligations contained in the Grant Funding Agreement Letter, CC agrees to make the Town Vitality Funding Grant available to the Recipient on the terms and conditions of this Agreement.
- B. Town Vitality grants are intended to fund revenue activities only and made available to support the development of investment proposals and to enable applicants take forward specific development work to advance plans/proposals that will improve the economic, social and environmental revitalisation of their Town Centres.
- C. CC has agreed to pay the Town Vitality Grant Funding to the Recipient to assist it in carrying out the Project.
- D. This Agreement sets out the terms and conditions on which the Town Vitality Funding Grant is made by CC to the Recipient.
- E. These terms and conditions are intended to ensure that the Town Vitality Funding Grant is used for the purpose for which it is awarded.

#### **NOW IT IS AGREED** between CC and the Recipient as follows:

### 1. DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions shall have the following meanings unless inconsistent with the context:

"Agreement" means the Grant Offer Letter and all of the terms and conditions detailed herein together with all Schedules and

attachments;

"Approved Application" means the approval application at Enclosure 1 of the grant

offer letter;

"Bank Account"

means the bank account as specified by the Recipient and detailed in the Grant Offer Letter;

"Bribery Act":

the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

"CC"

means The Cornwall Council;

"Clawback"

means CC's right to recover the whole or any part of the Funding including any interest that may be payable;

"Commencement Date"

means the date of the Grant Offer Letter;

"Completion Date"

within twelve (12) months of the date of acceptance of the Grant Offer Letter;

"Confidential Information"

means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all Personal Data and Special Categories of Data within the meaning of the Data Protection Legislation. Confidential

 (i) was public knowledge at the time of disclosure (otherwise than by breach of clause 9 (Confidentiality; Data Protection and Freedom of Information);

Information shall not include information which:

- (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) is independently developed without access to the Confidential Information;

means the consent of an individual to the sharing of their Personal Data for the provision of the Project;

means the Town Council;

has the meaning given to it in the Data Protection Legislation;

means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or

"Consent Notice"

"Council"

"Data Controller"

"Data Guidance"

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Grant Offer letter to be dated 14th April 2022 as agreed with CC. requirement regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation (whether specifically mentioned in this Agreement or not) to the extent published and publicly available or their existence or contents have been notified to the Recipient by CC and/or any relevant Regulatory Body;

"Data Processor"

has the meaning given to it in the Data Protection Legislation;

"Data Protection Legislation"

the General Data Protection Regulation ((EU) 2016/679) ("GDPR") until it is no longer directly applicable in the UK, the Data Protection Act 2018 and any other applicable national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

"Data Subject"

has the meaning given to it in Data Protection Legislation;

"Date of Approval"

means the date of this agreement;

"Deliverables"

means the proposal(s) and project(s) itemised and detailed

in the Grant Offer Letter;

"EIR"

means the Environmental Information Regulations 2004;

"Eligible Expenditure"

means that which is detailed in your approval application at enclosure 1 and will commence from the date of approval of the project;

"EU Procurement Requirements"

includes, but is not restricted to EC Directives 2004/18/EC, 2004/17/EC and 2007/66/EC as implemented by the Public Contracts Regulations 2006 (SI No 5/2006), as amended, and the Utilities Contracts Regulations 2006 (SI No 6/2006), as amended, and includes the EU Commission Interpretative Communication (2006/C 179/02) and the principles of transparency, non discrimination, equality of treatment, proportionality and mutual recognition in the TFEU.

"European Economic Area"

means a group of countries in Europe formed in 1994 that includes all members of the European Union and the European Free Trade Association. These countries have an agreement allowing the free movement of goods, people, services and money between them;

"FOIA"

means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government

department in relation to such legislation and the

Environmental Information Regulations 2004;

means the Town Vitality Funding Grant;

means the grant offer letter together with these terms and

conditions, schedules and attachments;

means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature,

whether arising in tort or on any other basis;

means the UK's regulatory body charged with enforcing Data Protection Legislation;

means the individual responsible for information governance and for providing the Recipient with regular reports on information governance matters, including

details of all incidents of data loss and breach of confidence; patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names,

rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

shall have the meaning given to it in the Data Protection Legislation;

information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a

"Funding"

"Grant Offer Letter"

"Indirect Losses"

"Information Commissioner"

"Information Governance Lead"

"Intellectual Property Rights"

"Joint Data Controller"

"Know how"

"Laws"

relevant court of law, or directives or requirements of any Regulatory Body or Relevant Authority with which CC and the Recipient is bound to comply;

"Living Wage"

means the living wage as determined and amended from time to time by the Living Wage Foundation;

"Losses"

means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses;

"Maximum Grant Payable"

means the maximum amount payable to the Recipient from the Town Vitality Funding Grant as per clause 2.1;

"Personal Data"

has the meaning given it in the Data Protection Legislation;

"Personal Data Breach"

has the meaning given it in the Data Protection Legislation;

"Privacy Notice"

means the information that must be provided to a Data Subject under the Data Protection Legislation;

"Prohibited Act"

means:

- (a) offering, giving or agreeing to give any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the CC; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the CC;
- (b) entering into this Agreement or any other contract with the CC where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the CC;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or

- (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the CC; or
- (d) defrauding or attempting to defraud or conspiring to defraud the CC;

"Project"

means the investment proposals identified by each town team/place partnership to take forward specific development work to advance plans/proposals that will improve the economic, social and environmental revitalisation of their Town Centres for which the Town Vitality Funding Grant has been awarded to the Recipient as more particularly detailed in Enclosure 1;

"Regulatory Body"

means a public organization or government agency that is set up to exercise a regulatory function. This involves imposing requirements, conditions or restrictions, setting the standard for activities, and enforcing in these areas or obtaining compliance;

"Relevant Authorities"

means any Government departments, Government agencies, public bodies, regulatory bodies and any bodies, boards, committees or panels formed under or pursuant to any Laws or other instrument having the force of law from time to time and "Relevant Authority" shall mean any one of them.

"Right of Access, Rectification or Erasure Request"

means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access, rectify or erase their Personal Data;

"Special Categories of Data"

has the meaning given it in the Data Protection Legislation;

"Town Vitality Funding Grant"

means the sum referred to in the Grant Offer Letter) awarded by the CC to the Recipient and made in accordance with Clause 3;

"Town Vitality Funding Grant Application Form" means the approved application form at enclosure 1 of the grant offer letter;

"UK Subsidy Control Regime"

means the regime that is governed by the Trade and Cooperation Agreement by way of S29 of the European Union (Future Relationship) Act 2020 and replaces the EU's state aid regime which was removed by Statutory Instrument 2020/1470.

1.2 The singular includes the plural and neuter and vice versa and any gender includes any other gender.

- 1.3 Clause, Schedule and Paragraph headings do not affect the interpretation of this Agreement.
- 1.4 Reference to any statute, enactment, regulation, code, official guidance or other similar instruments shall be 'construed as reference to the statute, enactment, regulation, code, official guidance or other instrument as amended or replaced from time to time by any subsequent enactment, modification, order, regulation, code, official guidance or instrument.
- 1.5 This Agreement includes any variations hereto made from time to time and any agreement expressed to be supplemental hereto.
- 1.6 Unless otherwise specified a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.7 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 A "person" includes a corporate or unincorporated body.
- 2. Payment of the Funding Members to be aware of the payment of funding requirements of STC as the accountable body under section 2 of this agreement.
- 2.1 The Town Vitality Funding Grant referred to in the Grant Offer Letter will only be paid in respect of the Eligible Expenditure as detailed in your approved application at Enclosure 1 to this Agreement.
- 2.2 The Commencement Date of the Town Vitality Funding Grant, being the earliest date that Eligible Expenditure may be drawn down, is as per the date of the Grant Offer Letter.
- 2.3 The spend should be completed within twelve (12) months of the date of acceptance of this Grant Offer Letter.
- 2.4 Eligible Expenditure will commence from the Date of Approval of your Project. Expenditure dated prior to this will be classed as ineligible. This includes formal commitments undertaken towards the expenditure outlined in your Approved Application at Enclosure 1, prior to the Date of Approval. This will be deemed to be a premature start to the Project and may place your entire Town Vitality Funding Grant at risk.
- 2.5 In consideration of the payment of the Town Vitality Funding Grant the Recipient agrees to:
  - 2.5.1 Deliver the Project in accordance with the details submitted in your Approved Application, any supporting information and any subsequent clarifications and the terms and conditions of this Agreement;
  - 2.5.2 Ensure that all legal and regulatory requirements are complied with in the delivery of the Project;

- 2.5.3 Comply with all statutory registration requirements and exercise proper skill and diligence in the setting up and delivery of the Project;
- 2.5.4 Use the Town Vitality Funding Grant only in accordance with the terms of this Agreement and for no other purpose;
- 2.5.5 Ensure that any surplus of Town Vitality Funding Grant arising upon the cessation of the Project or of this Agreement is promptly returned to CC.
- 2.6 The Application By the Town Council agreeing/signing this offer as the accountable body, the Town Council are accepting and agreeing to adhere to sections 2.6 to 2.9 of this agreement.
- 2.7 In appraising the Project and determining the merits for Town Vitality Funding Grant support, CC has relied on the Town Vitality Funding Application, supporting information and any subsequent clarifications that were submitted by the Recipient and subsequently approved.
- 2.8 In accepting this offer the Recipient are confirming to CC that:
  - all information provided in relation to the Project, is as far as the Recipient are aware, true, valid and correct;
  - to your knowledge the Recipient are not in breach of any law or regulation which may affect your ability to commit to this Agreement;
  - 2.8.3 The Recipient has the legislative enabling powers to carry out the work prescribed in your Town Vitality Funding Grant Application Form and that the Recipient is not acting ultra vires;
  - 2.8.4 The Recipient is not under any statutory or legal obligation to carry out the Project or any part of it; and
  - 2.8.5 The Recipient will ensure that all the necessary consents are in place, maintained and complied with for the duration of the Project.
- 2.9 The Recipient acknowledge that the Town Vitality Funding Grant has been offered to the Recipient to deliver the Project in accordance with the Approved Application and achieve the Deliverables set out in this Agreement.
- **3.** Changes Please note; Cornwall Council must be informed of changes, section 3.
- 3.1 The Recipient must advise CC immediately if they think that the Recipient needs to make any changes, or any changes are required to your Project, including but not limited to the following;
  - a) a change in nature or purpose of the Project;
  - b) a change to the Deliverables;
  - c) Commencement Date/, and/or Completion Date;
  - d) Project costs and funding (including any new additional European, regional or national funding that is secured);
  - e) a change in type of costs forming part of the Approved Application;

- 3.2 Any such changes must be agreed, in writing, by CC before being put into effect and will ONLY be agreed in exceptional circumstances.
- STC Finance Department to monitor expenditure in line with STC Financial Regs and Terms and Conditions of this agreement, liaising with the Acting 4. **Claims and Monitoring** Town Clerk. On a regular basis an expenditure report is to be issued to the Town Team together with any advisory notes. Amount of Town Vitality Funding Grant Payable
- 4.1
  - 4.1.1 The total Town Vitality Funding Grant paid to the Recipient shall not exceed the Maximum Grant Payable as per 2.1.
  - 4.1.2 The Town Vitality Funding Grant will be paid in full upon receipt of a signed copy of this Grant Offer Letter and upon receipt of the Recipient's financial regulations, procurement policy and procurement plan/pathway. Signed letter to be returned to CC on 14th April 2022. STC FR/procurement
  - issued to CC. If costs have changed in any way between the Grant Offer Letter being sent and 4.1.3 the Town Vitality Funding Grant being received then the Recipient must inform CC immediately. In any event the amount of Town Vitality Funding Grant cannot exceed that detailed in 2.1 above.
  - 4.1.4 Payments to suppliers should be made by BACS or by Debit Card from the Council's business bank account. Bank statements showing these payments will need to be provided as evidence of defrayal. No other form of payment will normally be allowable including credit card payments, cash and cheques, unless cleared with CC prior to incurring expenditure. Any issues relating to payment must be informed to CC immediately. STC Finance Dept aware of the process/requirements.
  - 4.1.5 The Town Vitality Funding Grant payable will be made direct to the Recipient's bank account (usually via BACS), subject to the general Clawback and other provisions set out in this Agreement. CC will endeavour to pay the Town Vitality Funding Grant within thirty (30) working days of a successful grant award decision by CC.
  - The time for payment of the Town Vitality Funding Grant shall not be of the 4.1.6 essence and CC shall have no liability to the Recipient for any losses caused by a delay in payment howsoever arising;
  - 4.1.7 If there is an overspend in the amount of Eligible Expenditure on the Project, the Town Vitality Funding Grant will not be increased beyond the Maximum Grant Payable detailed in 2.1.
  - 4.1.8 If there is a shortfall in the amount of Eligible Expenditure that was set out in the Approved Application, the Recipient will receive proportionately less Town Vitality Funding Grant.

#### 4.2 **Monitoring requirements**

- The Deliverables dates are stated in the Grant Offer Letter and if not specified 4.2.1 must be delivered within twelve (12) months of the date of the Grant Offer Letter: Project must be delivered by 14th April 2023.
- 4.2.3 Failure to achieve the Deliverables and or to evidence them correctly could result Deliverables and procedures must be followed to avoid clawback of any Town Vitality paid grant.

in Clawback of any Town Vitality Funding Grant paid.

Whilst all sections of this agreement are of high importance, section 5 is

Legislation and Jurisdiction particularly important in that it talks about the governance of the project.

STC must comply with the governance to avoid clawback of any funding and failure to deliver the project.

- and failure to deliver the project.

  This Agreement shall be governed by and construed in accordance with the Law of England and all persons must submit to the exclusive jurisdiction of the English Courts.
- 5.2 In delivering the Project the Recipient must:
  - Comply with the Recipient's Financial Regulations and the Public Contracts Regulations 2015 and provide relevant documents of the procurement practices undertaken to CC to verify this compliance as per Clause 8;
  - b) Take all necessary steps to secure the health, safety and welfare of all persons involved in the Project;
  - c) Comply with all current equal opportunities' legislation with particular regard to the Equality Act 2010;
  - d) Comply with all current and relevant UK and EU Environment Laws and in doing so, where possible, deliver good and best practice above the legal baseline;
  - e) ensure that all matters relating to the UK Subsidy Control Regime have been met;
- 5.3 If the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or Domestic Successor) requires any Grant paid to be recovered by reason of a breach of the UK Subsidy Control Regime, CC and the Recipient shall work together to address and mitigate the allegations made and if required establish such alternative means of funding as is lawful.
- 5.4 If the EU or any court or person with requisite standing requires all or any part of the Funding provided by CC under this Grant to be recovered by reason of a breach of the UK Subsidy Control Regime, and no lawful alternative means of funding can be established, then CC may claw back any payment already made to the Recipient to the extent that such payment is unlawful and required at law to be repaid.
- As at the commencement date, the Recipient confirms that all information statements and representations contained in this agreement are true, accurate and not misleading and the Recipient will promptly advise CC of any fact, matter or circumstance of which it may become aware during the duration of the Agreement that would render any such information, statement or representation to be false or misleading.
- 5.6 EU Procurement Requirements
  - (a) The Recipient warrants that it has complied with EU Procurement Requirements to date in relation to the Project to the extent required by Law.
  - (b) The Recipient shall comply with current EU Procurement Requirements at all times in relation to the Project to the extent required by Law.
- 5.7 The Grant will be paid in a single stage payment and will only be paid after receipt by CC of the documentation as stated in Clause 8 of this Agreement.
- **6. Publicity** Acting Town Clerk to ensure the terms and conditions of this agreement are followed when publicising the project.

- 6.1 The Recipient is to liaise with CC's Economic Growth Service when preparing press or media announcements relating to the Project.
- 6.2 The Recipient should acknowledge CC as a funder in all its communication materials relating to this project. The CC logo and acknowledgement of CC support should be included in all printed and online material relating to this project. The CC to supply logo in appropriate format and with instructions of how branding is to be used.

#### 6.3 The CC is to be:

- a) given the opportunity to add a quote to any press release regarding this agreement. Press releases should be sent to <a href="mailto:mediarelations@cornwall.gov.uk">mediarelations@cornwall.gov.uk</a> at least five (5) working days before intended date of issue; and
- b) kept informed of any media requests for interviews/statements and to be given the opportunity to participate/comment
- 7. Events of Default and Rights Reserved STC to be aware of section 7.

#### 7.1 Events of Default

- 7.1.1 The Recipient will be deemed to have defaulted on the Agreement if any of the following events occur:
  - a) The Recipient fails to sign and return a copy of this Agreement within thirty (30) days of its issue;
  - b) The Project activities are not started within three (3) months of the Date of Approval;
  - c) The Project is not completed by the Completion Date;
  - d) A material change is made to the Project without prior written approval of CC, including changes to approved costs;
  - e) The Recipient no longer have the financial resource to carry out and complete the Project;
  - f) The Recipient fails to deliver against any Deliverable which is determined by CC to be underperformance;
  - g) The Recipient obtain other funding or financial assistance which satisfies CC that the Town Vitality Funding Grant is no longer required;
  - h) It becomes apparent that a breach of the UK Subsidy Control Regime has occurred;
  - i) Any financial irregularities, negligence or fraud is suspected or identified in connection with the Project;
  - j) Any information given, or representation made in the Approved Application or in any correspondence, report or other document submitted to CC relating to this Project or this Agreement is found to be incorrect or incomplete to an extent that CC considers to be material;
  - Any report or certificate made by your auditor or reporting accountant is unsatisfactory;
  - The Recipient becomes insolvent;
  - m) The Recipient fails to remedy any breach of this Agreement which is capable of remedy within fourteen (14) days of CC requesting the Recipient to do so;

- The Recipient commit a breach of this Agreement which is incapable of n) remedy;
- An offence is committed by the Recipient, or anybody contracted by the 0) Recipient, in delivering the Project, under the Bribery Act 2010 or any related subsequent legislation;
- p) The Recipient are found to have done something improper to influence CC, or any person or body acting on its behalf to grant the Town Vitality Funding Grant; or
- The Recipient are in breach of this Agreement other than as contained in q) (a) - (p) above.

#### 7.2 Rights reserved for CC

- 7.2.1 Where CC decides that an Event of Default has occurred as set out in clause 7.1 above, CC may by written notice to the Recipient take any one or more of the following actions:
  - suspend the payment of the Town Vitality Funding Grant for such a period as CC shall determine; and/or
  - b) vary the Maximum Grant Payable in which case the payment of the Town Vitality Funding Grant will thereafter be made in accordance with the variation notified to the Recipient; and/or
  - cease to make payments of Town Vitality Funding Grant to the Recipient and to require the Recipient to repay to CC the whole or any part of the amount previously paid to the Recipient; and/or
  - reduce the grant to mirror any underperformance regarding the Deliverables;
  - e) terminate this Agreement.
- 7.2.2 CC reserves the right to Clawback the Town Vitality Funding Grant or the relevant part of the Town Vitality Funding Grant in the event that:
  - (i) those sums have been paid to the Recipient in error;
  - (ii) the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or Domestic Successor) requires any Grant paid to be recovered by reason of a breach of the UK Subsidy Control Regime.
- 7.2.3 The exercise by CC of its rights under this paragraph 7.2 shall be without prejudice to any other right of action or remedy of CC in respect of any breach by the Recipient of this Agreement.

#### 8. **Audit Requirements - Evaluation/Monitoring**

- 8.1 The Recipient shall comply with the CC's audit monitoring and reporting requirements. The requirement for the 2021/22 year's grant are: Copy of STC Financial Regs including procurement issued to CC.

  Provision of a copy of the Council's financial regulations and procurement policy;
  - 8.1.1
  - 8.1.2 Retention of procurement documentation for audit purposes, current year plus six (6); to include but not limited to; purchase orders, invoices, delivery notes and tender documents, council/committee reports authorising expenditure for town development work and/or any activity carried out under schemes of delegation, to include any procurement notices via Contracts Finder. This documentation may be requested at any point by CC to assist with its own internal audit requirements;

Extremely important the entire procurement process is managed by STC Acting Town Clerk and that the Acting Town Clerk works closely with the Town Team. STC as the accountable body must meet the requirements, section 8.

- 8.1.3 Evidence of defrayal of costs a comprehensive project statement/breakdown of costs detailing all expenditure items, to include any income received, applicable to the Project and on request provision of any items listed in 8.1.2 above in support of the defrayal costs statement;
- 8.1.4 A copy of the minuted resolution from the Recipient where it corporately agreed/resolved to act as the accountable body for the Town Vitality Funding Grant including the proposal(s) that the Town Vitality Funding Grant would be used to fund/support (this should align with your Town Vitality Funding Application Form);
- 8.1.5 Acknowledgement of CC's financial support in any Annual Report, relevant press releases and in the footer of the website homepage/project update page;
- 8.1.6 The Recipient will provide CC with such information and documentation as CC may require in connection with the Project from the date of this Agreement to the date on which the Recipient fulfil all of its obligations under this Agreement;
- 8.1.7 The Recipient must keep a record of all Eligible Expenditure, all quotes, tenders and procurement practices, all financial contributions made towards the Project and evidence for all Deliverables claimed by the Project;
- 8.1.8 The Recipient will provide to CC information on the Deliverables achieved as a result of the Project and other information as may be requested by CC as to the benefits derived from the Project;
- 8.1.9 The Recipient will make available, if requested, within seven (7) days the original documents or verified true copies of the documents relating to the Recipient's Approved Application for the Project and the documents relating to the Town Vitality Funding Grant, Deliverables if and when required to do so by CC, and/or the National Audit Office (and also their respective auditors).

### 9. Confidentiality

- 9.1 Except where otherwise provided for in this Agreement, Confidential Information is owned by the Party that discloses it (the "Disclosing Party") and the Party that receives it (the "Receiving Party") has no right to use it.
- 9.2 Subject to clauses 9.3 and 9.4, the Receiving Party agrees:
  - (a) to use the Disclosing Party's Confidential Information only in connection with the Receiving Party's performance under this Agreement;
  - (b) not to disclose the Disclosing Party's Confidential Information to any third party or to use it to the detriment of the Disclosing Party; and
  - (c) to maintain the confidentiality of the Disclosing Party's Confidential Information and to return it immediately on receipt of written demand from the Disclosing Party.
- 9.3 The Receiving Party may disclose the Disclosing Party's Confidential Information:
  - (a) in connection with any dispute resolution under clause 11 (Dispute Resolution);
  - (b) in connection with any litigation between the Parties;
  - (c) to comply with the law;

- (d) to its staff, consultants and sub-contractors, who shall in respect of such Confidential Information be under a duty no less onerous than the Receiving Party's duty set out in clause 9.2; and/or
- (e) to comply with a regulatory bodies request.
- 9.4 The obligations in clause 9.1 and clause 9.2 will not apply to any Confidential Information which:
  - (a) is in or comes into the public domain other than by breach of this Agreement;
  - (b) the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or
  - (c) the Receiving Party can prove that it obtained or was able to obtain from a source other than the Disclosing Party without breaching any obligation of confidence.
- 9.5 The obligations in clause 9.1 and clause 9.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of the CC or of any committee, sub-committee or joint committee of the CC or is related to an executive decision of the CC and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information, provided that the Confidential Information is exempt information within the meaning of Section 101 of the Local Government Act 1972 (as amended), the CC shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 as amended to prevent the disclosure of that Confidential Information and in doing so shall give due weight to the interests of the Recipient and where reasonably practicable shall consider any representations made by the Recipient.

## 10. Information Governance, Data Protection, Freedom of Information and Transparency

- 10.1 The Parties must comply with Data Protection Legislation, Data Guidance, the FOIA and the EIR, and must assist each other as necessary to enable each other to comply with these obligations.
- 10.2 The Recipient must comply with and must demonstrate satisfactory compliance with clause 10.1 above.
- 10.3 The Recipient must:
  - (a) nominate an Information Governance Lead;
  - (b) ensure that the CC is kept informed at all times of the identities and contact details of the Information Governance Lead;
- 10.4 If the Recipient is required under Data Protection Legislation to notify the Information Commissioner or a Data Subject of a Personal Data Breach then within forty eight (48) hours of the breach occurring the Recipient must inform the CC of the Personal Data Breach, and if the Recipient will report the breach to the Information Commissioner within seventy two (72) hours as is required within the Data Protection Legislation.
- 10.5 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 10.6 Whether or not a Party or Sub-Contractor is a Data Controller or Data Processor will be determined in accordance with Data Protection Legislation and any further Data Guidance.

- The Parties acknowledge that a Party or Sub-Contractor may act as both a Data Controller and a Data Processor, or a Joint Data Controller.
- 10.7 Without prejudice to the generality of clause 10, the CC will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Recipient for the duration and purposes of this Agreement.
- 10.8 Where required under Data Protection legislation, the Recipient shall ensure that it has a Privacy Notice or Consent Notice in place.
- Any failure by the Recipient to inform individuals as required by Data Protection Legislation or Data Guidance about the uses of Personal Data that may take place under this Agreement cannot be relied on by the Recipient as evidence that such use is unlawful and therefore not contractually required.
- 10.10 Without prejudice to the generality of clause 10, the Recipient must ensure that all Personal Data processed by or on behalf of the Recipient in the course of delivering the Services is processed in accordance with the relevant Parties' obligations under Data Protection Legislation and Data Guidance. The Recipient shall:
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the CC, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the CC has been obtained and the following conditions are fulfilled:
    - (i) the CC or the Recipient has provided appropriate safeguards in relation to the transfer;
    - (ii) the Data Subject has enforceable rights and effective remedies;
    - (iii) the Recipient complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (iv) the Recipient complies with the reasonable instructions notified to it in advance by the CC with respect to the processing of the Personal Data;
  - (d) notify the CC as soon as reasonably practicable if it receives:
    - (i) a request from a Data Subject to have access to that individual's Personal Data;
    - (ii) a Right of Access, Rectification or Erasure Request;
    - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
  - (e) at the Recipient's expense, assist the CC in responding to any request from a Data Subject and in ensuring compliance with the CC's obligations under the Data

- Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) at the written direction of the CC, delete or return Personal Data and copies thereof to the individual on termination or expiry of this Agreement unless required by the Applicable Laws to store the Personal Data;
- (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.2 and allow for audits by the CC or the CC's designated auditor pursuant to clause 8 (Audit).
- 10.11 Where the CC requires information for the purposes of quality management, the Recipient must consider whether the CC's request can be met by providing anonymised or aggregated data which does not contain Personal Data. Where Personal Data must be shared in order to meet the requirements of the CC, the Recipient must:
  - (a) provide such information in pseudonymised form where possible; and in any event
  - (b) ensure that there is a legal basis for the sharing of Personal Data.
- 10.12 Subject always to clause 20 (Assignment and Sub-Contracting), if the Recipient is to engage any Sub-Contractor to deliver any part of the Services (other than as a Data Processor) and the Sub-Contractor is to access personal or confidential information or interact with individuals, the Recipient must impose on its Sub-Contractor obligations that are no less onerous than the obligations imposed on the Recipient by this clause 10.
- 10.13 The Recipient shall indemnify the CC against any Losses incurred by the CC arising from, or in connection with, any breach of the Recipient's obligations under this clause 10.
- 10.14 Notwithstanding any other provision of this Agreement, where the Recipient commits a Personal Data Breach which under Data Protection Legislation must be notified to the Information Commissioner and/or to an individual the CC may terminate this Agreement with immediate effect.
- 10.15 The Parties acknowledge their respective duties under the FOIA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 10.16 If the Recipient is not a public authority, the Recipient acknowledges that the CC is subject to the requirements of the FOIA and will assist and co-operate with the CC to enable the CC to comply with its disclosure obligations under the FOIA. Accordingly, the Recipient agrees:
  - (a) that this Agreement and any other recorded information held by the Recipient on the CC's behalf for the purposes of this Agreement are subject to the obligations and commitments of the CC under the FOIA;
  - (b) that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the CC;
  - (c) that if the Recipient receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the CC) and will promptly (and in any event within two (2) working days) transfer the request to the CC;
  - (d) that the CC, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Recipient and this Agreement either without consulting with the Recipient, or following consultation with the Recipient and having taken its views into account; and

- (e) to assist the CC in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by an authority within five (5) working days of such request and without charge.
- 10.17 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information.
- 10.18 Notwithstanding any other provision of this Agreement, the Recipient hereby consents to the publication of this Agreement in its entirety including from time to time agreed changes to this Agreement subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.
- 10.19 In preparing a copy of this Agreement for publication pursuant to clause 9.4 the CC may consult with the Recipient to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the CC's absolute discretion.
- 10.20 The Recipient shall assist and co-operate with the CC to enable the CC to publish this Agreement.
- 10.21 In order to comply with the Government's policy on transparency in the areas of Agreements and procurement the CC will be disclosing information on its website in relation to expenditure over five hundred pounds (£500) in relation to this Agreement. The information will include the Recipient's name and the Charges paid. The Parties acknowledge that this information is not Confidential Information or commercially sensitive information.
- 10.22 The Recipient shall comply with any requirements (including compliance with any appropriate information assurance scheme and the Computer Misuse Act 1990) detailed in its Specification in relation to its security policies, procedures and control of Confidential Information, Personal Data and Special Categories of Data.
- 10.23 The Recipient shall be responsible for any costs associated with its compliance with the provisions of clauses 9 and 10.
- 10.24 The Recipient shall indemnify the CC and shall keep the CC indemnified against Losses and Indirect Losses suffered or incurred by the CC as a result of any breach of clauses 9 and 10.
- 10.25 The Parties acknowledge that damages may not be an adequate remedy for any breach of clauses 9 and 10, and in addition to any right to damages the CC shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of clauses 9 and 10.
- 10.26 Clause 9 and 10 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

## 11. Good Faith, Cooperation and Dispute Resolution

- 11.1 The Recipient agree with CC that:
- 11.1.1 The Recipient will, at all times, act with the utmost good faith and will, at all times, cooperate fully;
- 11.1.2 The Recipient will comply with all CC's reasonable requirements in relation to the Project from time to time; and

- Any disputes or differences arising between the parties in respect of the construction or effect of this Agreement, or the rights, duties and liabilities of the parties herein under, or any matter or event connected with or arising out of the Town Vitality Funding Grant shall be resolved by the parties negotiating in good faith;
- 11.3 In the absence of agreement under clause 11.2, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.
- 11.4 The submission of either party to paragraph 11.2 or 11.3 above shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

### 12. Amendments to the Agreement

- 12.1 CC may amend or vary the terms of the Agreement where either;
  - 12.1.1 mandatory changes are required by the UK or EU Laws or regulations; or
  - 12.1.2 by mutual written consent between the Recipient and CC.

#### 13. Miscellaneous

- Nothing in this Agreement shall constitute a partnership or joint venture between the Parties or constitute the Recipient as the agent of CC for any purpose whatsoever;
- No failure or delay on the part of CC in exercising any right or power and no course of dealing between the Parties shall operate as a waiver of any right, power or remedy;
- 13.3 Nothing in this Agreement or any other document shall impose any obligation or liability on CC with respect to any actions of or obligations or liabilities assumed or incurred by the Recipient or your contractors or employees whether under contract, statute or otherwise.
- 13.4 Any staff employed by the Services Provider or its Sub-Contractors in connection with the performance of its obligations under this Agreement will be paid no less than the Living Wage.

### 14 Period of Agreement

- 14.1 This Agreement is effective from the date of the approval detailed on page 1 of this Grant Offer Letter and remains valid for a period of thirty (30) days unless agreed, in writing, by CC.
- 14.2 If the Recipient wish to accept the offer, one copy of the Grant Offer Letter is required to be signed and returned to CC.;

## 15. Intellectual Property Rights

- 15.1 CC and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the CC or the Recipient before the Commencement Date or developed by either party during the grant period, shall remain the property of that party.
- 15.2 Where CC has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by CC.

#### 16. Anti-discrimination

- 16.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 16.2 The Recipient shall take all reasonable steps to secure the observance of clause 16 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

## 17. Human rights

- 17.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 17.2 The Recipient shall undertake, or refrain from undertaking, such acts as the CC requests so as to enable the CC to comply with its obligations under the Human Rights Act 1998.
- **18. Insurance** STC public and employers liability cover falls in line with CC requirement.
- 18.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).
- 18.2 The Required Insurances referred to above include (but are not limited to):
  - (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and

- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.
- 18.3 The Recipient shall (on request) supply to CC a copy of such insurance policies and evidence that the relevant premiums have been paid.
- 19. Termination STC must be aware CC may terminate this agreement in line with section 19.

CC may terminate this Agreement and any Town Vitality Funding Grant payments on giving the Recipient three (3) months written notice should it be required to do so by financial restraints or for any other reason.

## 20. Assignment

The Recipient may not, without the prior written consent of the CC, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Town Vitality Funding Grant.

## 21. Liability

- 21.1 CC shall not be liable for any breach of the Agreement if and to the extent that such breach is itself caused by a breach by the Recipient of its obligations under the Agreement or the Grant Offer Letter, or the negligence or wilful misconduct of the Recipient.
- 21.2 No Party shall be liable to the another Party for indirect, special or consequential loss or damage in connection with the Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- 21.3 CC shall not be liable to the Recipient whether in contract, tort (including negligence) breach of statutory duty, or otherwise for any losses arising under or in connection with the Agreement that would exceed the maximum amount to be paid to the Recipient under the Agreement.

### 22. Notices

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

## 23. Entire agreement

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Town Vitality Funding Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

## 24. Electronic Signatures

Each Party agrees to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this Agreement as if signed by each Party's manuscript signature.

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## **DECLARATION OF RESULT OF POLL**

# Saltash Neighbourhood Plan Referendum for the Saltash neighbourhood area

I, Holly Gamble, being the Deputy Counting Officer at the above referendum held on Thursday 17 March 2022, do hereby give notice that the result of the votes cast is as follows:

## Question

Do you want Cornwall Council to use the Neighbourhood Plan for Saltash to help it decide planning applications in the neighbourhood area?

	Votes Recorded	Percentage
Number cast in favour of a "Yes"	2343	92.4
Number cast in favour of a "No"	187	7.3

The	number of ballot papers rejected was as follows:	Number of ballot papers	
Α	want of an official mark		
В	voting for more than one answer		
С	writing or mark by which voter could be identified		
D	being unmarked or wholly void for uncertainty	4	
Е	rejected in part		
	Total	4	

Electorate: 12739 Ballot Papers Issued: 2534 Turnout: 19.9 %

And I do hereby declare that more than half of those voting have voted in favour of the Saltash Neighbourhood Plan.

Dated Thursday 17 March 2022

Holly Gamble **Deputy Counting Officer** 

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## Request the use of town seals on publications for the Queen's Platinum Jubilee events

### Introduction

As agreed at the Full Town Council meeting held on 13 January 2022 Saltash Town Council will be purchasing the Jubilee virtual reality trail for the town. The package that will be purchased includes substantial marketing materials with the option of displaying logos on all flyers, posters and on the app.

### Context

The Platinum Jubilee events in the town have significant historic value, being the first ever Platinum Jubilee reached by a Monarch. The virtual reality trail will be personalised for the town, with the seven locations chosen and any logos we wish to use on all promotion materials. This will give trail users a unique experience to Saltash whilst clearly show the event has been organised by Saltash Town Council.

### Recommendation

Recommendation to delegate authority to the Acting Town Clerk to authorise the use of the town seals on any materials deemed appropriate relating to the Queen's Platinum Jubilee events.

## **End of report**

## Agenda Item 24a

E-mail to Catherine Thomson c.c. Sinead Burrows

Catherine,

8 FORE STREET – S.106

Following your e-mail, the application has been revamped and I now forward a revised application.

Peter Ryland

## SALTASH SECTION 106 FUNDING DEPLOYMENT PANEL APPLICATION FORM

## A. Overview

- Name & Address of Organisation: SALTASH GATEWAY CIC t/a 1. **COMMUNITY ENTERPRISES PL12**
- 2. Title of Project: COMMUNITY KITCHEN AT 8 FORE STREET SALTASH
- 3. Within our new unit at No.8 Fore Street, to create a hub centred around our food related activities i.e. Community Fridge, Community Larder, Mobile Larder, Dementia Voice PL12 and provide a base for other Saltash based community organisations including, COGS, Link into Learning, Your Voice Saltash, Max Down etc. to have a social venue. It will provide a base for digital inclusion.
- 4. Total Funding requested: £13,480
- 5. Dates/instalments that funding is required: A.S.A.P.

Copy of accounts (except for public bodies)

6. Please tick to indicate that the following documents have been enclosed:-

Copy of accounts (except for public bodies)	
Copy of Standing Orders (except for public bodies)	

Copy of Insurance for this project (if applicable) 

## **B.** Declaration:-

I confirm that all of the details on this form, including any attachments, are correct to the best of my knowledge, and understand that false or inaccurate information on the form may result in funding being refused or withdrawn

Project Contact: SAMANTHA GARDNER

Date: 27/01/22

## C. About the applicant organisation:-

## SALTASH GATEWAY CIC t/a COMMUNITY ENTERPRISES PL12

1. Brief description of aims of organisation: To make Saltash and PL12 Code area a better place to live, work, shop and enjoy through social, Economic and environmental means.

2. Status of organisation:-

Charity  $\square$  Public Body  $\square$  Community Organisation  $\square$ 

 $\square$  Other

3. Date founded: 2006

4. Project contact name: SUSAN ELLINGHAM

Position: DIRECTOR

Contact tel.: 07878610021

E-mail: sue.ellingham@cepl12.co.uk

5. Senior contact name: SAMANTHA GARDNER

Position: DIRECTOR

Contact tel.: 07588748347

E-mail: Samantha.gardner@cepl12.co.uk

- 6. Please give a brief description of other projects delivered by the organisation; The existing Community Hub at No. 4 Fore Street, refurbishment of the offices at 18 Belle Vue Road for Citizens Advice, the setting up of the Pop-up shop at 5 Fore Street, the setting up of Scrapstore and the refurbishment of the former public toilets in Belle Vue Road for use as a store.
- 7. In the event that your organisation ceased to exist, what would happen to its resources and assets? As per articles of association.

## D1. About the Project/Project Element

- 1. Title of Project/Project Element: To create a food related hub for community use.
- 2. Description: COVID has made the organisation far more aware of the needs that prevail within the PL12 community. The need for fresh and cooked food, in particular, has been very evident. We have tried to provide services from No. 4 but it has become obvious, and highlighted by our members/volunteers in a recent survey, that what we and other organisations are trying to provide has outgrown No. 4.

We have taken a lease of No. 8 Fore Street which is being refurbished at present and realised that in addition to its commercial use it would provide an ideal base to expand the community activities both for ourselves and other community based organisations. This will necessitate the need to employ a part-time coordinator and the provision of additional equipment.

The work to bring No. 8 Fore Street up to Food/Hygiene Safety Standards is being funded within our own resources and by way of a grant from HUBBUB and has been carried out by Weatherhead Shopfitters. This, will help to make the unit into a property that is capable of including the other uses which, in themselves, are not financially viable but for which, it has become evident, there is a demand within the town and which will benefit the town centre as it will attract a wider spectrum of customers thereto. It will, however, create limitations to the hours that the unit is available for general public use and hence income producing.

The part-time Co-ordinator will optimise usage and will have a role in food preparation classes and meal preparation for distribution to those people in need. There will also be much volunteer commitment to assist in these activities. Such will then create benefits as detailed below:-

- 1. Isolation at home is very prevalent in the elder population and the jigsaw library has proved very popular and for many a period of digital training will help to understand their computers and the ability therein to link with others.
- 2. For the younger population there is a reliance by many in take-away food as their own cooking skills are limited and the food kitchen classes will give guidance on basic food preparation skills.
- 3. Many younger people need training in the basic skills to achieve employment and how to complete job application forms and how to

conduct themselves at interview and the educational workshops will enable them to achieve these skills.

- 4. With many more activities being achieved there is the opportunity for more volunteers which again will help to give a reason for them to come out of their houses and avoid isolation.
- 5. The Community Kitchen will also be used to provide meals for those in need and refreshments for all activity and group attendees.
- 6. The number of people with the various forms of dementia is increasing and the ability to enlarge the area to be used by the Dementia Voice Café will enable more people to attend and interact.
- 2. Once established, the unit will be self-funding but we envisage that it will take 12 months to achieve this level with the continued café use being the main contributor but contributions from other organisations will play a part in the overall financial situation.
- 3. Please tick to indicate which priorities your project (element) meets, and explain how it meets them:-
  - Having brought a unit back into operation which has been empty for for the last 2 years by including the community uses therein such will bring a whole new spectrum of mainly food related uses to the unit reflecting the changes that are needed to happen to town centres whereby solely pure retail is not a viable proposition. In essence this will be the start of the regeneration that is needed to ensure Fore Street has a future in serving the wide spectrum of the PL12 community.
  - ii) Generation of Employment Space The unit only measures 63m² but it is the activities that will be held therein throughout the day that generate employment both by the useage and by the training that will be given therein to enable participants to enter the employment ladder. The new skills and social interaction that will be achieved will benefit widely the PL12 community.
  - iii) Other Community Benefit
    - a. The use will bring a wide spectrum of users into Fore Street and provide, for many, their only interaction with the PL12 community.
    - b. The users will also be passing other shops in the town and will therefore be potential customers therein.

- c. Transferring existing uses from No.4 will enable that unit to concentrate on the useage that has been its mainstay in benefitting the community for the last 10 years.
- d. From our experiences during COVID there are several members of the community who never/rarely visit Fore Street and this unit will give them a catalyst to do so.
- e. It is recognised, nationally that the evening economy is a contributor to the vitality of the town centres and as some of the activities for No. 8 will occur in the evenings this will help this element of vitality.
- 4. Details of volunteer time involved in project: Hundreds of hours have been spent over the last 2 years, in particular, in researching the need, talking to other organisations in PL12, negotiating the lease of the unit, assessing the demand. There will be a full commitment from volunteers/directors to ensure the success of the unit as per all the other activities that we operate, set up or instigated in the town.
- 5. Details of other sources/amounts of funding secured: We have secured funding for the basic project from Hubbub and Co-op and, to date, in clearing the unit, have used some of our capital reserves. This application is for the community uses to be run therefrom.
- 6. Details of other sources/amounts of funding pending: We are actively pursuing other potential grant applications but these are often specific in operational availability and take time to be forthcoming.
- 7. Breakdown of costs

Item	Cost	Source of cost (including estimate)
Part-time Activity Co-ordinator	£12,480	To be appointed
Incidental fittings	£1,000	Various
TOTAL COST	£13,480	

- 8. Total costs requested from Section 106 Funding: £13,480
- 9. If approved, when would the project begin? A.S.A.P.
- 10. When would the project be complete? The works would be completed by the end of February. Opening would be immediately thereafter and Page 124<sup>the lease is for 5 years with automatic renewal.</sup>

		11. What ongoing maintenance would be required, and how would this be funded (including if it is part of the bid)? Ongoing maintenance/running would be fully funded by own resources once usage was established.					s be	
		12. Do you require insurance for this project?					No	$\overline{\checkmark}$
		If yes, please give details: Included within or			r exis	sting pol	icy	
	13. Does the project require work valued at £2,50 individual supplier?					above fro	om any No	$\overline{\checkmark}$
	If yes, please note that submitting this form commits you to obtain three quotations for any such piece of work.						tain	
		14.	Does the project require individual supplier?	e work valued at £25,00	00 or Yes	above f	rom any No	7 <b>V</b>
			Nominated contractor from main initial funder					
	If yes, please note that submitting this form commits you to carry ou a full tender process for any such piece of work.						ry out	
		15. No						
	16. We comply fully with rules set out by Croner re. Health and Safety and Food Hygiene.					y and		
E.	E. Project Management							
	1.	Pro	ject Managers name:	SAMANTHA GARD	NER			
		Po	sition:	DIRECTOR				
		Co	ontact tel.:	07588748347				
		E-1	mail:	Samantha.gardner@c	epl12	2.co.uk		

2. Breakdown of Project Management Costs: NIL

Item	Cost	Source of cost	Included in Section
		(inc. estimate).	D estimates?
TD: 4:1			
Total			

- F. Total Costs requested from Section 106 Funding £13,480
- G. Treatment of Value Added Tax We are V.A.T. registered

Please note that the grants under this scheme are provided net of VAT.