

Cockermouth Town Council

12 February 2020

Dear Councillor,

You are summoned to a meeting of Cockermouth Town Council to be held in the Council Chamber, Town Hall, Cockermouth **Wednesday 19 February 2020 at 7.00 pm** for the purpose of the under-mentioned business.

Please let me know if you are unable to attend.

All welcome.

Yours sincerely



Sheila Brown

1. **Apologies for absence**
2. **To authorise the Mayor to sign as a correct record the minutes of the last meeting held on 15 January 2020 (pages 1-5)**
3. **To note the contents of the minutes of the inaugural meeting of the 37th Anniversary Task Group (pages 6- 8)**
4. **Declaration of Interest** – Members to give notice of any disclosable pecuniary interest, other registrable interest or any other interest and the nature of that interest in relation to any item on the agenda in accordance with the code of conduct.
5. **Mayors Announcements** – The Mayor will announce the events she has attended since the last meeting.
6. **Police Report** – To receive a report from Cumbria Constabulary
7. **Public Participation**
 - a) To answer any questions from members of the public in accordance with the Summary of Public Rights
 - b) To receive a petition from a member of the public in accordance with the Summary of Public Rights
8. **To consider detailed proposals for tree planting on Town Council land from Neville Elstone, Cumbria Woodlands**
9. **Planning Matters**
 - a) To make recommendations upon various planning applications (**page 9**)



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Town Clerk
Sheila Brown



Joint Winners
Council of Europe Year 2000
Europe Prize

Previous Awards
Plaque of Honour, Flag of Honour
European Diploma



Twin Town
Marvejols, France



A Fairtrade Town

10. Financial Matters

- a) To agree the attached schedule of payments (**pages 10-11**)

11. Correspondence

- a) To consider asking the Poet Laureate to visit our library (**page 12**)
- b) To consider a request from Linking Lives to adopt one of our benches as a 'chat bench' (**pages 13-14**)
- c) To consider a request from Churches Together to use the Memorial Gardens for the Cockermouth Walk of Witness 2020 (**pages 15-16**)
- d) To note the contents of the CALC Newsletter February/March 2020 (**pages 17-22**)

- 12. Clerks Report** – To consider the content of the Clerk's report (**page 23-25**)

- 13. CCTV** – To agree to a technical site survey (**pages 26-37**)

- 14. Harris Park Extension** – To allow early access to allow United Utilities to install a meter and associated valves and hydrants on a bypass off the existing 6" water main at Harris Park Extension (**pages 38-44**)

- 15. Review of Fees and Charges** – To review fees and charges (**pages 45**)

- 16. Effectiveness of Internal Audit** – To review the effectiveness of internal audit (**pages 46**)

- 17. Annual Risk Assessment** – To review our annual risk assessment (**pages 47-64**)

Press and Public Welcome

Minutes of a Meeting of Cockermouth Town Council held in the Council Chamber, Town Hall, Cockermouth on Wednesday 15 January 2020 at 7.00 pm

Present: Councillor J Laidlow (Mayor)
Councillor S Barnes
Councillor G Bennion
Councillor I Burns
Councillor A Kennon
Councillor D Malloy
Councillor S Nicholson
Councillor A Semple
Councillor A Smith
Councillor C Smith
Councillor A Tyson
Councillor R Watson

Also Present: 2 members of the public, a members of the press, Linking Lives & Cumbria Woodlands

129 Minutes

Resolved – That the Mayor be authorised to sign as a correct record the minutes of the last meeting held on 18 December 2019.

130 Declaration of Interest

Councillor A Smith declared a personal interest in all planning applications due to being a member of the Development Panel.

Councillor A Tyson declared a personal interest in all planning applications due to being a member of the Development Panel.

Councillor A Semple declared a personal interest in all planning applications due to being a substitute member of the Development Panel.

Councillor D Malloy declared a prejudicial interest in item 8 due to being employed by United Utilities and planning application FUL/2019/0298 due to being a shareholder of Mitchell's.

Councillor A Kennon declared a personal interest regarding item 9c due to living next door to the applicant.

131 Mayor's Announcements

The Mayor had attended the following functions since the last meeting:-

- Christmas visit to all care homes with the Mechanics Band
- Carols round the tree

132 Police Report

The police report was circulated to members prior to the meeting.

There was no Police representative present.

133 Public Participation

There was no public participation

134 Presentation from Linking Lives

Sue Gorman and Terry Peate gave a detailed presentation regarding how Linking Lives were combating social isolation in Cockermouth and the surrounding area.

Cockermouth Linking Lives is a new befriending service generally aimed at those over 60 who find themselves requiring some extra friendship and support.

They match volunteers with people who would like to see a friendly volunteer on a regular basis and perhaps go out for short outings to local places of interest.

Volunteers do not need any special skills as they receive full training, support and advice for their role.

There are currently 705 residents of Cockermouth who live alone.

The use of one of the Town Council's public seat as a chat benches was also discussed

Resolved – (a) That Linking Lives be thanked for their informative presentation.

(b) That Linking Lives view the benches in the Memorial Gardens and let the Town Council know if they find a suitable bench for use as a Chat bench.

135 Tree planting proposals from Cumbria Woodlands

Resolved – Further to minute number 106 (2019/20), consideration of this item be deferred pending the receipt of detailed plans for all areas of land recommended.

136 Planning Matters

136a Planning Applications

The following planning application was circulated for comments due to time constraints:-

FUL/2019/0278

Replacement of timber framed single-glazed windows with UPVC double-glazed sash windows and replace two timber doors front and rear with UPVC

1 The Fallows

Recommended – Approval

The following planning applications were considered at the meeting:-

FUL/2019/0298

Change of use of redundant offices to café and replacement roof covering to Warehouses

Mitchell's Antiques and Fine Art, 47 Station Street

Recommended – Approval

FUL/2019/0273

Proposed gym

Cockermouth Rugby Club, Strawberry How Business Centre

Recommended – Approval

HOU/2019/0246

First floor extension on top of existing garage

4 Loweswater Close

Recommended – Approval

HOU/2019/0248

Proposed porch extension

3 Riversdale Drive

Recommended - Approval

136b TPO No. 16 2019

Agreed – That the contents of the temporary six month Order be noted.

136c Tree Works

Recommended – That the mature birch tree, 17 Waterloo Street be reduced.

137 Schedule of Payments

Resolved – That the schedule of payments in the sum of £3,113.88 be formally approved for payment.

138 Correspondence

138a Consultation regarding Allerdale Borough Council's Budget for 20/21

Over the next 3 years (2020/21 to 2022/23), Allerdale need to deliver savings or find alternative ways of generating income to address a funding gap of £2.2m.

This is in addition to delivering recurring savings of £1.3m during 2019/20 and a further £0.7m during 20/21 and 2021/22.

Subject to the outcome of this consultation Allerdale were proposing to limit the increase in their portion of the annual council tax bill to 1%. This would mean an extra £1.73 a year on a band D property.

Other options currently being considered were in relation to the future delivery of waste and recycling services. These included introducing a charge for garden waste collection, introducing a charge for replacement bins and moving to fortnightly collections for general household waste.

Responses will be analysed and reported to the Executive.

Resolved – That due to diverse views and length/complexity of the online response form, Councillor's agreed to respond individually to the consultation by 20 January 2020 deadline date.

138b Royal Garden Party

Resolved – That Councillor J Laidlow be nominated to attend the Royal Garden Party on 27 May 2020.

139 Clerks Report

Agreed – That the content of the report be noted.

140 Library Statistics

The statistics showed that 340 adults and children had benefitted from the Wednesday late night opening to 5pm.

Agreed – That the latest statistics be noted.

141 Metalcraft

Metalcraft have a proud tradition of providing financial support to local organisations and are looking to extend this to the parish of Cockermouth. Metalcraft hope the fund will help to ensure a diverse range of organisations can continue to operate and grow. The launch was to be held on 4 February 2020 in the Town Hall.

Resolved – That Councillors D Malloy, A Kennon and The Mayor be nominated to the Fund.

142 Precept

Resolved – That the 2020/21 budget and precept be set at £210,990.

The meeting closed at 8.32 pm

Minutes of the inaugural meeting of the 37th Anniversary Task Group held on 23 January 2020 in the Council Chamber, Town Hall, Cockermouth at 10.00am

Councillor A Smith

Councillor I Burns

Mrs H Standage

Apologies: Councillor J Laidlow, Councillor S Barnes & Mrs J Todhunter

ELECTION OF CHAIR

Councillor A Smith was elected Chair for the ensuing meeting.

DECLARATION OF INTEREST

None declared.

PUBLIC PARTICIPATION

There was none.

37TH ANNIVERSARY VISIT

Those present discussed in detail the itinerary for the week.

Recommended – (a) That the draft programme as attached be agreed and the necessary arrangements be made.

(b) That a further meeting take place one month prior to the visit.

The meeting closed at 10.35 am

PROGRAMME

37th Twinning Anniversary Visit – 25th October – 31st October 2020

All arrivals and departures will be Wakefield Road Car Park except where stated

Date	Time	Event
Sunday 25th October	18.30	Arrive Wakefield Road Car Park
Monday 26th October		Free morning with hosts
	11.00	Trip to Grasmere (picnic provided by host)
	13.00	Tour of Dove Cottage - 2 hours
		Grasmere Gingerbread – emailed 23.01.20 Tour 1 – 15.30 Tour 2 – 16.00
	15.30	Talks 20 – 30 mins –Tea and Coffee and a sample of Grasmere Gingerbread and Cumberland Rum Butter While one group listens to the talk the other group are free to wander around the village. In particular looking around St Oswald's Church in Grasmere which is full of history, built in the 13 th Century which in that graveyard is where the famous poet William Wordsworth is buried. Next to the shop is also The William Wordsworth Daffodil Garden, which is very picturesque when the daffodils are in bloom. There is always a handmade chocolate shop.
	16.30	Leave Grasmere
	17.30	Arrive back in Cockermouth
	19.00-21.00	Civic Reception in the URC Church To receive library books from Marvejols Canapes provided by Town Council -
		Exchange of gifts (U3A making large quilt)
Tuesday 27th October	10.00	Plant daffodils
	11.00- 13.00	Food Demo watch then sample in Town Hall – Contacted John Crouch waiting on reply – spoken to Fermento they will have a think about it
	13.30	Lunch with hosts Free time in Cockermouth
		Wordsworth 250 th Anniversary Tour of Wordsworth House? French to pay of they wish to visit. (50p swim. climbing wall AS to speak ABC)
	18.45	Arrive at Hundith Hill for our 37 th Anniversary Dinner. Two course meal provided Entertainment - Cockermouth Ukulele Band

PROGRAMME

37th Twinning Anniversary Visit – 25th October – 31st October 2020

All arrivals and departures will be Wakefield Road Car Park except where stated

Wednesday 28th October	10.00	Tour of Lakes Provide own lunch, visit Hayes Garden Centre
Thursday 29th October	9.00	Trip to Newcastle - buy own lunch Suggested places to visit – Discovery Centre, Life Musuem, St James Park, The Baltic, Shopping
Friday 30th October		Free day with host family
	18.30-21.00	Karaoke Evening in the Swan – IB to contact Joe Fagan
Saturday 31st October	06.00	Depart for Marvejols (note early time)

Item No:

9a

PLANNING

HOU/2020/0009

Single storey extensions to side and rear

3 Rose Garth

Recommended -

LBC/2020/0003

LBC for proposed external stairs and new access to first floor

25 Kirkgate

Recommended -

Cockermouth Town Council

Expenditure transactions - payments approval list Start of year 01/04/19

Tn no	Cheque	Gross	Vat	Net	Invoice date	Details	Cheque Total
2481	112463	£214.50	£35.75	£178.75	01/02/20	Cumbria Pest Services - Sanitary Bins	£214.50
2482	112464	£180.00	£30.00	£150.00	01/02/20	POD North West Ltd - Christmas Printed Panel	£180.00
2483	112465	£31.43	£5.24	£26.19	01/02/20	Firns Home Hardware -	£31.43
1		£10.99	£1.83	£9.16		Event Barrier Tape	
2		£20.44	£3.41	£17.03		CI Grinding Disc/Cutting D Plugs and Sockets	
2484	112466	£125.40	£20.90	£104.50	01/02/20	Viking - Office Supplies	£125.40
2485	112467	£6,200.00	£1,033.33	£5,166.67	01/02/20	Allerdale Borough Council - Sponsorship of Taste Cumbria	£6,200.00
1		£5,000.00	£833.33	£4,166.67		Event Taste September	
2		£1,200.00	£200.00	£1,000.00		Event Taste Christmas	
2486	112468	£10.44	£2.08	£8.36	01/02/20	Hills Books - Lakes Today Issue x10	£10.44
2487	112469	£125.00	£0.00	£125.00	01/02/20	CALC - Effective Councillor Course	£125.00
1		£80.00	£0.00	£80.00		EST Effective Councillor Course	
2		£45.00	£0.00	£45.00		EST Planning Course SB	
2488	112470	£65.00	£0.00	£65.00	01/02/20	Cockermouth & District Civic Trust - Cockermouth in Pictures Books	£65.00
2489	113471	£265.55	£19.79	£245.76	01/02/20	Npower Ltd - Public Toilets Electricity	£265.55
1		£30.00	£5.00	£25.00		toile Main Street Electricity	
2		£107.56	£5.12	£102.44		toile Main Street Electricity	
3		£30.00	£5.00	£25.00		toile Bitterbeck Electricity	
4		£97.99	£4.67	£93.32		toile Bitterbeck Electricity	
2490	112472	£21,341.23	£3,556.87	£17,784.36	01/02/20	Cumbria Coal Ltd -	£21,341.23
1		£20,725.50	£3,454.25	£17,271.25		CI Contract	
2		£615.73	£102.62	£513.11		CI Misc Bulbs Cables etc	
2491	112473	£276.93	£2.01	£274.92	01/02/20	Water Plus - Water Bill	£276.93
1		£86.26	£0.00	£86.26		toile Bitterbeck Toilets Wate	
2		£48.74	£2.01	£46.73		toile Memorial GardensToile Bill	
3		£141.93	£0.00	£141.93		TIC Cockermouth Library W	
2492	112474	£24.00	£0.00	£24.00	01/02/20	Skylark Studios - Cockermouth Cards	£24.00

Signature

Date

Signature

Cockermouth Town Council

Expenditure transactions - payments approval list Start of year 01/04/19

Tn no	Cheque	Gross	Vat	Net	Invoice date	Details	Cheque Total
2493	112475	£298.77	£49.79	£248.98	01/02/20	Tech 4 Office Equipment Ltd - Photocopiers	£298.77
1		£189.47	£31.58	£157.89		EST Photocopiers	
2		£109.30	£18.21	£91.09		TIC Photocopiers	
2494	112476	£166.40	£0.00	£166.40	01/02/20	Allerdale Borough Council - Trade Waste Collection	£166.40
1		£83.20	£0.00	£83.20		TIC Trade Waste Collection	
2		£83.20	£0.00	£83.20		TH Trade Waste Collection	
2495	112477	£55.74	£9.29	£46.45	01/02/20	Heritage Cards & Souvenirs - Cards for TIC	£55.74
2496	112478	£33.88	£0.00	£33.88	01/02/20	Npower Ltd - Memorial Gardens Elec	£33.88
2497	112479	£40.00	£0.00	£40.00	01/02/20	S P Martin Electricals Limited - Repairs to lights first floor	£40.00
2498	112480	£680.40	£113.40	£567.00	01/02/20	Edge Designs Ltd - 2nd Year of Contract	£680.40
2499	112482	£180.00	£30.00	£150.00	01/02/20	POD North West Ltd - VE/VD Day Printed Panel	£180.00
2500	112483	£89.10	£0.00	£89.10	01/02/20	Cockermouth Paper Shop - Papers	£89.10
2501	112484	£39.30	£6.55	£32.75	01/02/20	Viking - Stationary	£39.30
2502	112485	£27.60	£4.60	£23.00	01/02/20	POD North West Ltd - Cocktail Party Invitations	£27.60
2503	112486	£15.59	£2.60	£12.99	01/02/20	Lakes Electrial Supplies Ltd - Fuses/Starters etc	£15.59
2504	112487	£35.98	£6.00	£29.98	01/02/20	Firns Home Hardware - Heating Fan x2	£35.98
2505	112488	£32.66	£5.44	£27.22	01/02/20	Viking - Stationary	£32.66
2506	112489	£183.28	£30.55	£152.73	01/02/20	e Slip Ltd - Payroll Processing	£183.28
Total		£30,738.18	£4,964.19	£25,773.99			

Signature

Date

Signature

Clerk - Cockermouth TC

From: Cllr. Richard Watson
Sent: 16 January 2020 12:15
To: TC
Subject: Poet Laureate's Library Tour

Please see this link (below). The poet laureate for the period 2019 - 2029 is Simon Armitage, and he will be touring libraries over the course of the next nine years. He plans to do it alphabetically, starting this year with libraries whose names begin with 'A' or 'B'. Next Spring (2021) he will be visiting libraries whose names begin with 'C' and 'D'. Applications from libraries beginning with 'C' and 'D' will open later in 2020. I would suggest we keep an eye on it and make an application in due course. With our library situated only 50 yards from Wordsworth House you'd think we've a good chance of being successful. Can we discuss it at our next meeting?

Richard

https://www.simonarmitage.com/the-laureates-library-tour/?fbclid=IwAR3RZa8Lkd4of8NgMUr0YiiRRKqd_SXHC1s4isZKrvayUYMxG6LhD9kD-il

Clerk - Cockermouth TC

From: Cockermouth Linking Lives <cockermouth@linkinglives.uk>
Sent: 21 January 2020 17:49
To: Clerk - Cockermouth TC
Cc: Cockermouth Linking Lives; Suzanne Elsworth
Subject: CHAT BENCH

Hi Sheila,

The bench outside URC does not have a sign so it would be great to adopt that as a 'Chat Bench' and/or another one over the river in Memorial Gardens. We can get professionally engineered signs made once we agree the wording.

Terry

Sue Gorman Linking Lives Coordinator
07957 515140

Terry Peate Operations Manager
07971 506225

Linking Lives
c/o Christ Church Rooms
South Street
Cockermouth
CA13 9RU

Email: cockermouth@linkinglives.uk

Website: www.linkinglives.uk/cockermouth

200



100

Qty: 2 off

Customer: Cockermouth Linking Lives
Project: 'Happy to Chat' Bench plaque
Material: Aluminium sheet - engraved
Date: 07/02/2020
Drawing: Draft 1
All dimensions in millimetres

Cockermouth Walk of Witness 2020

Information sheet

The Walk of Witness has been an annual event in Cockermouth for many years. It takes place on Good Friday and is organised by Churches Together in the Cockermouth Area (CTiCA). It commemorates the death of our Lord Jesus Christ at Calvary, and takes the form of a procession through the town, carrying a (somewhat lighter) version of the cross. There are 4 stopping points (stations) along the way where members tell the story of the journey to Calvary. Our "green hill" is the Memorial Gardens where the cross is planted and remains in place for the duration of Easter. It is the focal point of a small service held at dawn on Easter Sunday.

Date: This year Good Friday falls on 10th April

Route: Please see attached map. A brief outline: It starts at Lorton Street Methodists church goes along Lorton Street to Sainsburys. Then via Station Street Main Street to Lowther Went. It then retraces the route back to the main zebra crossing on Main Street which is crossed. We follow Main Street along to the United Reform Church where we have a short service. We then resume by following Bridge Street to cross the river using the "Millers" Bridge and on to Memorial Gardens. The route may be amended slightly, and if this is the case I will send details as soon as possible.

Timings: Walk commences at 10:15 am following a short meeting in Lorton Street Methodist church.

11:30 am Service at United Reform Church

12:20 Walk ends at Memorial Gardens.

Participation: We would expect between 50 and 100 walkers

Safety: A detailed risk assessment will be produced and forwarded to you beforehand.

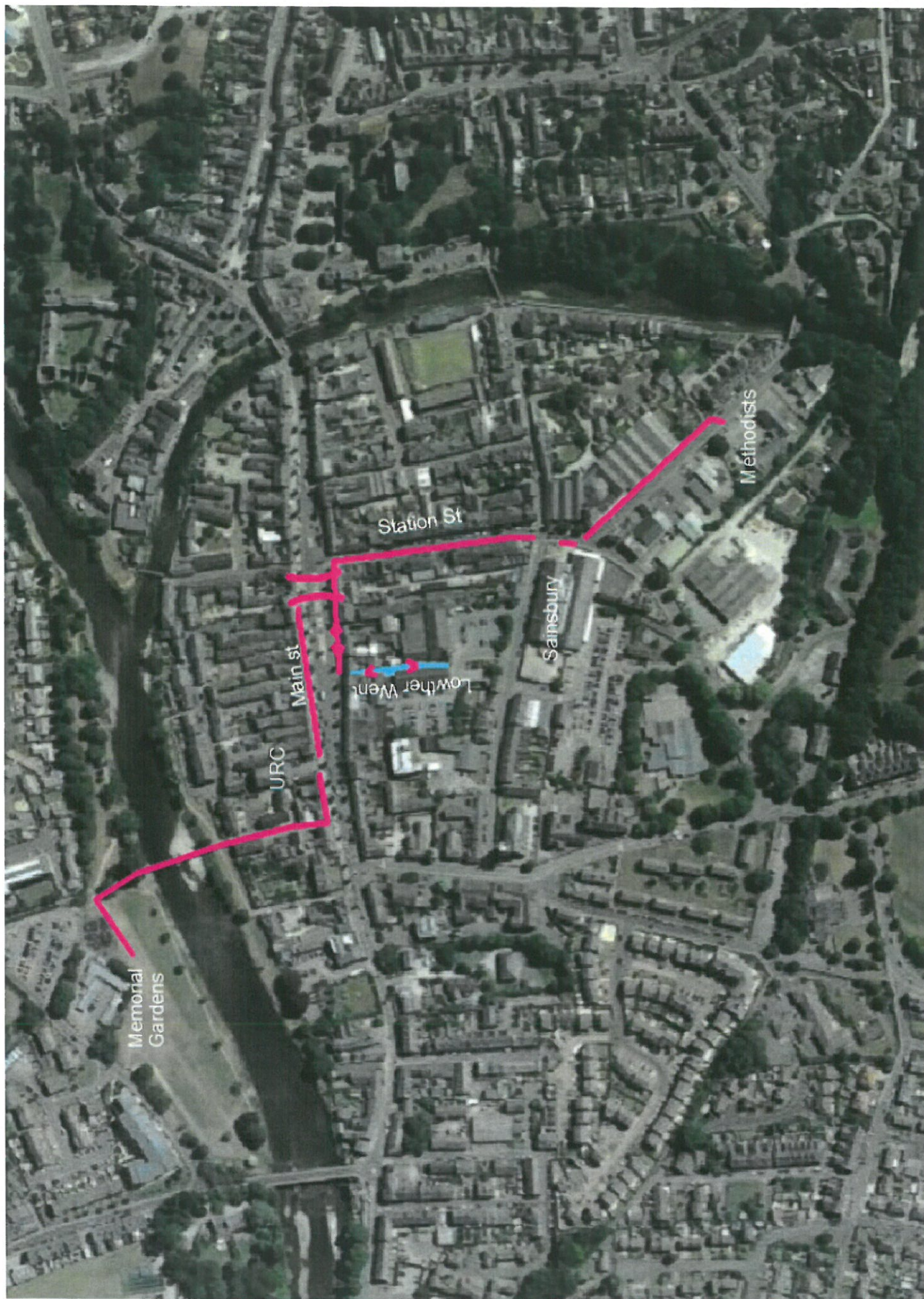
Participants will be briefed beforehand

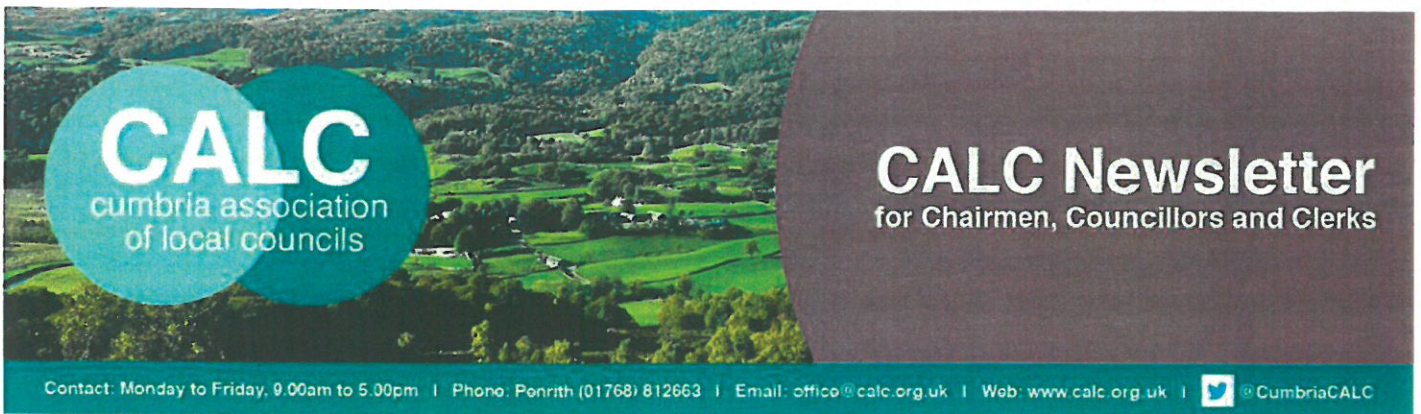
A sufficient number of CTiCA members will steward the walk. They will wear hi-viz jackets.

Contacts: Principal contact Andy Warner 15 Beech Lane Cockermouth CA13 9HQ
email: sueandandywarner@gmail.com. Tel 01900 826183 Mobile no. to follow.

Rev Godfrey Butland. Email: gof15@btinternet.com mob:07906 552631

Other contacts will follow nearer the date.





February/March 2020

I hope you are all safe and dry after Storm Ciara reminded us again of the on-going challenges of our changing climate. It is devastating to see communities flooded again, bridges damaged and trees down. It's also a reminder of how important local organisations are in these times of great emergencies. CALC is arranging a session in March to look at practical things parish and town councils can do to address some issues around climate change – please see below for more details.

CALC held its first Executive Committee of the year on 18 January and were delighted to welcome a new Chair for the next three years. Cllr Sue Castle-Clarke is the chair of Ousby PC in Eden and has lived in Eden all her working life. Many of you will have met Sue already and she is keen to continue the excellent work of our outgoing Chair, Rick Petecki. The Executive Committee thanked Rick for all his efforts leading the organisation and we are pleased that he is staying on and continuing as the NALC National Assembly Member and as a NALC Policy Committee.

At the Executive Committee meeting, we welcomed some new faces including Cllr Jonathan Davies from Penrith TC and Clifton PC, Cllr Oliver Dorgan from Cleator Moor Town Council as Vice Chair of Copeland and Cllr Peter Smillie from Arnside PC, as Vice Chair of South Lakeland District Association. The Executive Committee re-confirmed their drive to encourage all our member councils to be the best they can be by supporting you with training, advice and sharing the excellent practice that goes on every day around the county.

Westminster Lobby Day for Parish and Town Councils The National Association of Local Councils (NALC) has announced that it will once again hold a Lobby Day, on 10 March 2020. Whilst the recent election is fresh in our minds, please do let us know if you have any queries that you would like Rick Petecki, CALC's NALC rep, to put to MPs on lobby day. Over the past few years, Rick has been able to raise issues that are important to parish and town councils such as the toilet tax and concerns around General Data Protection Regulations. It is a great opportunity to meet MPs and develop relationships with them that benefit our communities. Any queries, contact CALC either on 01768 812663 or email us at office@calc.org.uk

Find out more about Lobby Day and access resources to contact your MP or go to the NALC website for more information.



We are pleased to announce that we are working with The Centre for Sustainable Energy, a Bristol-based charity, specialising in working with parish and town councils. They are hosting a Parish Action Day on Climate Change on **Friday 13th March**, in Newbiggin Village Hall, Penrith. It's a whole day event that sets the context of climate change, explores local impacts of the climate emergency and includes an exercise to consider the route to a zero carbon future.

There will be a session on developing renewable energy projects and one looking at energy efficiency in community buildings. The afternoon will be given over to an expertly facilitated action planning session covering making national and global issues locally relevant, encouraging effective individual and collective responses, providing civic leadership, and leading by example – as well as the direct impacts local councils can have on their community.

It will be a stimulating and fun day looking at practical actions that local councils can take.

To book your place, email CALC on office@calc.org.uk

There is a £10 charge per delegate.

National Park News: Path Improvements around Ullswater

Improvement works have recently been completed at either end of the Ullswater Valley to make these paths more accessible than ever.

The path from the car park at Pooley Bridge to the lake shore has recently been improved to even out the surface and widen it in places to make it easier for people with assisted wheelchairs and prams to be able to access the water's edge.

Lake District National Park Authority Project Ranger, said: "This part of the Ullswater Way has suffered storm damage and we're delighted that we've been able to make sure it remains one of our accessible 'Miles without Stiles' routes.."

And, at the opposite end of the lake, the popular path from Cow Bridge car park along the lake shore at Brothers Water to Hartsop Hall has also recently been enhanced. This path suffered from weather damage which destroyed the drainage ditches and meant the path washed out in places and damaged the surface. This has now been repaired.

The improvements have been welcomed locally. Sam Bunting, local resident and Parish Councillor commented: "The Miles without Stiles initiative is brilliant! As a disabled mother with active young children, it's wonderful that there are accessible, short walks on our doorstep that we can enjoy together as a family."

There are 48 Miles without Stiles routes throughout the Lake District National Park, all of which are routes suitable for people with limited mobility, including wheelchair users, families with pushchairs, and the visually impaired. [See all our Miles without Stiles routes to plan a walk](#) as part of our **#NewViewNewYou**.

New HR Policies and 'How to' Guides for Parish and Town Councils

New guides have been produced by NALC, in partnership with an HR company. These documents are now freely available to members on the NALC website – all members have access to the wide range of information on the NALC (and CALC) websites and it's a key resource for all – there are many including template Grievance and Disciplinary policies, templates for homeworking, equality and diversity and many more. They can be found in the members' area under Templates . Access is password protected, so please contact the CALC office if you do not have the login details.

NALC Legal Updates

Village Green Cases

A recent Supreme Court decision on village green registration is likely to be of interest to local councils (*R (Lancashire County Council) v Secretary of State for the Environment, Food and Rural Affairs and another, and R (NHS Property Services Ltd) v Surrey County Council and another (conjoined appeals)* [2019] UKSC 58). The judgment in the combined appeal by Lancashire County Council and NHS Property Services Limited was that land owned by the two local authorities could not be registered as town or village green under the Commons Act 2006 because the land was held by the authorities for defined statutory purposes and registration as town and village green would be in conflict with those statutory purposes. The recent or current use of land was held not to be salient, rather the statutory purpose for which the land was held. This judgment does not apply to privately owned land.

Local councils have broad powers to acquire and hold land under s.124 of the Local Government Act 1972. Further to the above judgment, to minimise the possibility of council land being successfully registered as village green, councils should be clear as to the statutory purpose for which their land is held (e.g. for recreation or allotment use), evidence this in the minutes and place notices on the land. It could also be recorded in conveyances or title documents.

EU citizens – eligibility to stand and vote in local elections?

A few of you have asked us about the ability of EU citizens to stand as councillors and vote in local government elections post the UK leaving the EU on 31 January. Essentially Brexit does not change anything. EU citizens remain “citizens of the Union” who are qualified to be elected and serve as local councillors (s.79 (1) of the Local Government Act 1972) and they also remain entitled to vote in local government elections (s.2 (1) of the Representation of the People Act 1983).

Bereavement issues

We were asked recently about what to do in the case of allowances paid to councillors who pass away during their term of office. Such circumstances can lead to an overpayment. Regulation 25 (1) of the Local Authorities (Members; Allowances) (England) Regulations 2003 provides that the amount of parish basic allowance paid shall be proportionate to the time of office served. However it is our view that councils should carefully consider seeking to recoup any overpayment to a deceased councillor from their estate because of the distress that such actions may cause the bereaved family.

Accountability and Governance Review

The National Association of Local Councils (NALC) is seeking opinions on behalf of the Joint Panel on Accountability and Governance (JPAG) on its Practitioners' Guide.

The Practitioners' Guide is issued by JPAG to support the preparation by smaller authorities in England of statutory annual accounting and governance statements found in the Annual Governance and Accountability Return (AGAR).

A review is carried out each year in order to develop the guide. To help shape the guide, please complete the survey by 28 February 2020.

JPAG is responsible for issuing proper practices about the governance and accounts of smaller authorities. Its membership consists of sector representatives from NALC, the Society of Local Council Clerks, and the Association of Drainage Authorities. Together with stakeholder partners representing the Ministry of Housing, Communities and Local Government, the Department of Environment, Food and Rural Affairs, the Chartered Institute of Public Finance and Accountancy, the National Audit Office, Smaller Authorities' Audit Appointments, and a representative of the external audit firms appointed to smaller authorities.

To complete the survey please go to the NALC website www.nalc.gov.uk

Also, it is essential that every council has a copy of **Governance and Accountability for Smaller Authorities: A Practitioner's Guide**. Please download it from the CALC website members' area at www.calc.org.uk

Parish Vacancies

LAKES PARISH COUNCIL is looking for a flexible person to act as **FINANCIAL/ OUTSIDE PROJECTS OFFICER** and **CLERK DESIGNATE** to assist the Clerk in the financial administration of the Council

and also to act in a hands-on role to facilitate the current outside projects programme. The person appointed will also be Clerk designate to the Council. A Local Council qualification/CiLca, or the willingness to work towards this, is desirable.

Hours are flexible but about 10 hours per week initially, possibly including some evening and weekend work

Included in the 10 hours will be a requirement to staff the Parish Office in Ambleside on a Friday from 10am to 4pm. The Contract will be for a fixed term of 12 months with a probationary period of 3 months. Once the present Clerk indicates his intention to retire, there will be an opportunity to extend these hours with a combined role subject to the agreement of the Council.

The post will be based in Ambleside, but travel may be required throughout Lakes Parish. Use of, or access to, a computer is required, and applicants should have experience of MS Word and Excel, or similar packages also HMRC PAYE.

Pay as per the National Pay scales for Local Councils (NALC/SLCC pay scale). Application is by covering letter outlining the skills you have and enclosing a CV with two referees. Closing date: 21st February. Please contact the clerk for further details on 07706847112.

Bromfield Parish Council seeks a confident person with an interest in the local community for the post of Clerk to the Parish Council.

The Clerk is responsible for managing the day to day business of the Council, providing advice to the council and implementing the Council's decisions. Applicants will need to be computer literate, able to prepare council agendas, record minutes, be familiar with book keeping and be able to correspond with external organisations on behalf the council. Working hours are about two per week and the salary is in accordance with nationally agreed scales. The Council meets in the evening and has six meetings per year, with other meetings being called if required. To find out more about this vacancy, please contact Elizabeth Clark, Email: bromfieldpc@aol.com or phone 016973 45665. If you wish to apply please email your CV to the above email address. Closing Date for applications: 29 February 2020.

SHAP PARISH COUNCIL wish to appoint a person to train for the position of Parish Clerk/Responsible Financial Officer. Experience in office management and computerised accounts is desired, although some training would be available.

It is possible that the two roles of Clerk and RFO could be split. Hours, rates and details of the position on application to the Parish Chairman, Market Cross, Main Street, Shap. Email: parishcouncil@shapcumbria.co.uk or call the Chairman on Tel. 01931 716671

And Last but Not Least....

Please find below a reminder of the training we are delivering between now and the end of March. More details on each course can be found on the CALC website and in the Developing your skills programme attached.

If you would like to book a place on any of the events please either complete the booking form on the website or phone / email me on the contact details below.

Clerk Induction (Module 2)	Fire & Rescue HQ, Penrith	6.00 to 8.30pm	25-Feb-20
Effective Councillor (Module 1)	Castle Street Centre, Kendal	6.00 to 8.30pm	26-Feb-20
Effective Councillor (Module 1)	Fire & Rescue HQ, Penrith	6.00 to 8.30pm	03-Mar-20
Neighbourhood Planning	Wetheral Community Centre, Carlisle	7.00 to 9.00pm	04-Mar-20
Effective Councillor (Module 2)	Fire & Rescue HQ, Penrith	6.00 to 8.30pm	10-Mar-20
Effective Councillor (Module 2)	Castle Street Centre, Kendal	6.00 to 8.30pm	11-Mar-20
Experienced Chairman	Fire & Rescue HQ, Penrith	6.30 to 8.30pm	12-Mar-20
Managing Trees	Wetheral Community Centre, Carlisle	6.30 to 8.30pm	16-Mar-20
Finance and End of Year Accounts	Fire & Rescue HQ, Penrith	6.30 to 7.30pm	18-Mar-20
Green Spaces	Wetheral Community Centre, Carlisle	6.30 to 7.30pm	24-Mar-20
New Chair	Castle Street Centre, Kendal	6.30 to 8.30pm	25-Mar-20

ends

CLERK'S REPORT

Tourism and Publicity

Visitor numbers for January 2020 – 375

Library

Feed and read will take place on Wednesday 19 February 2020. The theme is 'Love Cumbria', the Mayor has agreed to judge a competition.

Climate Change – CCC are planning in involve wider CCC colleagues and external organisations in climate change sessions in libraries.

Share a book – CCC are working closely with the Early Years team to encourage sharing a book to encourage joint reading. There are plans to offer a free book.

External windows will be repaired and re-decorated this year.

A work placement from UTC Energy Coast will be in the library between 14 April – 17 April 2020.

Eve Christian has concluded her Duke of Edinburgh Award and will no longer volunteer each Saturday. She really enjoyed her time in the library and has grown in confidence.

Cockermouth Library will be registered as a collection point for Sky VIP win a book scheme.

We have agreed to be a collection point for CCC's prom dress donation scheme.

The Summer Reading Challenge is about reading for the pleasure of reading. Reading for pleasure is recognised as an important influence on young people's life chances and in recent years there have been many reports and initiatives to reinforce this. The theme for 2020 is Silly Squad. Promotional materials had to be ordered by 20 January 2020. In Cumbria demand was up 23.8% compared to the National average of 1.1%. I have been working closely with CCC and I have used some of our budget to increase the overall order for Cockermouth Library.

National Storytelling Week – Year 2, Fairfield School will be given a tour of the library and encouraged to join on Wed 5 Feb 2020. One tour will commence at 10.30am and the next one at 1.30pm. They really enjoyed their visit and we gained 20 new members.

CCC will upgrade both their computers on Saturday 8/2/20 to windows 10.

We decorated the library to celebrate Harry Potter Day.

We decorated the library to celebrate Valentines Day.

We are planning to decorate the library for Mothers Day in March

I met with the U3a, their craft group would like to display one of their quilts in the library. We have agreed a spot and I will make arrangements for it to be put up.

We got the grant from CCC. The outside benches have been ordered there is a 2 week lead.

Please could we discuss the noticeboards outside the library.

Victoria Hall

We will be replacing the old aluminium single glazed door entrance unit this will increase energy efficiency.

Twinning

We have received notification that a small group of 10 French Rotarians will visit Cockermouth between 3-6 April 2020. Three others travelling with them will attend Daffodil Day. We will pay part of the transport from the airport and arrange a civic reception.

A small group of barrel organists will come over to Cockermouth in July to play at Cockermouth Live. Cockermouth Live will pay the performers some money towards their expenses.

Arrangements are well underway for the 37th Anniversary Visit.

War Memorial Trust

I am still chasing payment.

Allotments

Plots 5b & 9a have been re-let on St Helens Street Allotments & 3b on the Gote (plot 3 was halved at the request of the plot holder)

The tenant of plot 10 on St Helens Street has requested that his allotment be halved. This is in the process of being let.

Give and Take Day

People dislike throwing away unwanted items but are often unsure of how to recycle them.

I would like to organise a Give and Take Day at the Town Hall to encourage residents to bring along good quality items that they no longer need and pick up items they do need free of charge. Any leftover items will be given to local charities.

Give and Take Days not only provide a unique opportunity to cut down drastically on waste but can be a fun day out.

Tonnes of waste will be diverted from landfill.

We could use the opportunity to use the day to educate the public about the wider issues of waste minimisation and recycling by inviting along our local waste and recycling officer.

If successful we could repeat the event.

The resourceful communities grant would help pay for publicity, room hire, staffing etc.

They are offering grants of up to £300 per event.

S Brown, Town Clerk

Clerk - Cockermouth TC

From: Janet Barrett <Janet.Barrett@tellemachus.com>
Sent: 11 February 2020 09:45
To: Clerk - Cockermouth TC
Cc: Petty, Andy; Game, Stuart
Subject: CCTV Camera
Attachments: TELQ2200022 Site Survey.pdf

Hi Sheila,

I hope you are well.

Following your grant award from the PCC, I have completed the preliminary desktop survey to establish the 4G availability in the camera location.

The next step is to complete a technical site survey, please see quote attached.

We are in the process of producing a data sheet which will detail the options available, once this has been decided we will send a quote detailing the camera costs including installation and support.

If I can help with anything further please do not hesitate to contact me.

Kind regards

Jan

Jan Barrett

Internal Account Manager & Sales support

TELLEMACHUS | Tel: +44 (0) 8700 119040 Ext.301 | Email: janet.barrett@tellemachus.com |

Address: 10 Steeton Grove | Steeton | West Yorkshire | BD20 6TT | United Kingdom | Web: www.tellemachus.com



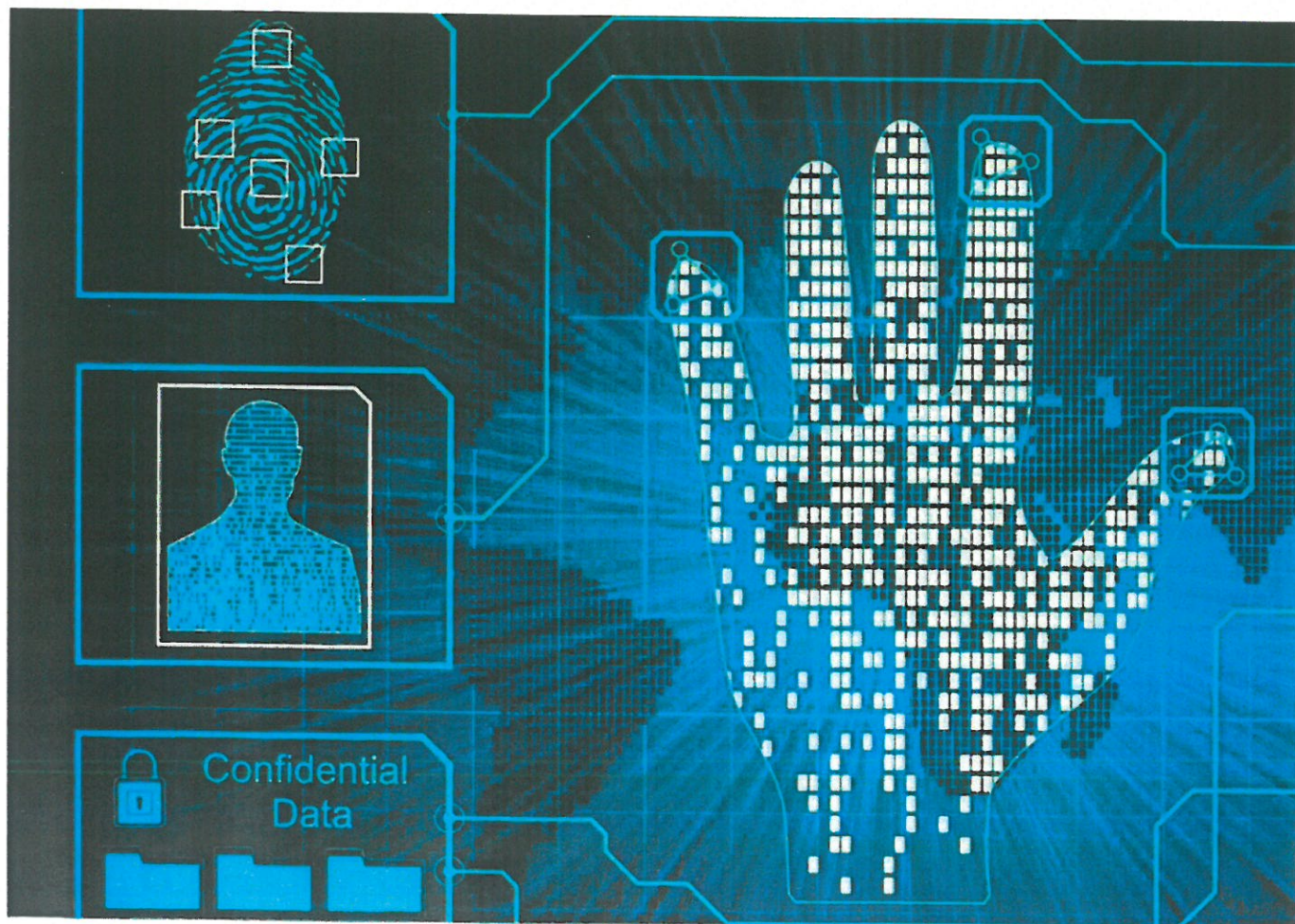
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Cockermouth Site Survey

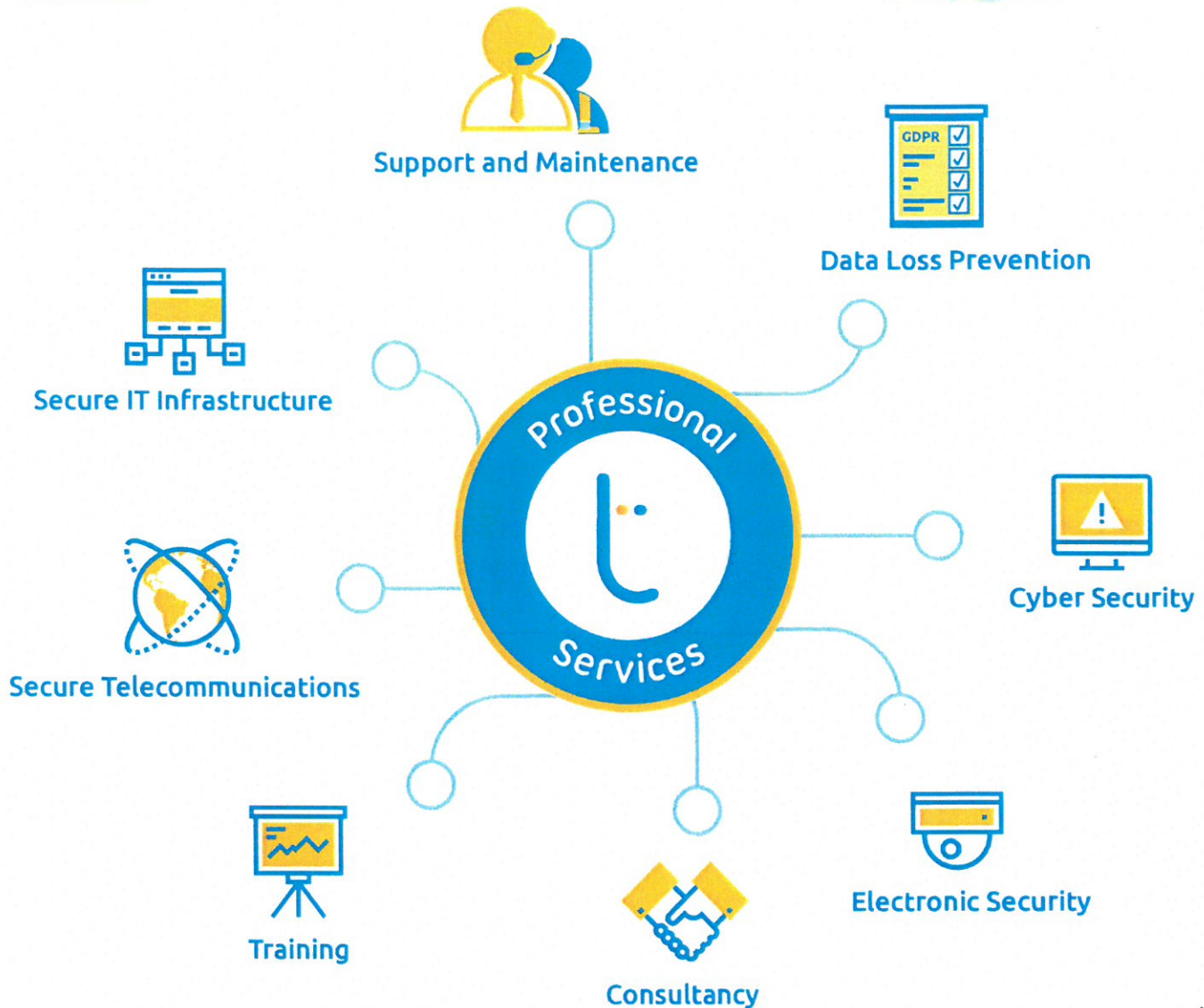
Proposal to: Cockermouth Town Council
Sheila Brown

Prepared by: Janet Barrett
Email: janet.barrett@tellemachus.com
Phone: 08700 119 040
Mobile: 08700 119 040

Prepared: 06/02/2020



Services



What our Customers Say

"The Shetland Islands Council have used Tellemachus on several occasions to advise on, supply and support wireless communication equipment used to link remote areas throughout the Islands. We have consistently found the service and support to be of a very high standard; when we contacted them requiring urgent technical assistance their response exceeded our expectations making expert technical staff available."

Shetland Islands Council

"When looking for a contractor to provide network experience and advice in the development of a new transmission system, Tellemachus delivered a staged response balancing our technical needs with funding constraints. Ensuring first class support, the company continue to work with us to provide novel and innovative solutions to the challenges we meet."

TSU, Northumbria Police

1. Executive Summary

In response to receiving a grant from the Cumbrian Police and Crime Commission, Cockermouth Town Council has a requirement for an RDC camera. This will enable Cumbria Constabulary to monitor the location and improve the safety of the residents of Cockermouth.

In order to facilitate this Tellemachus has undertaken a desktop survey and reviewed the identified location and has determined that theoretically, 4G coverage is available from a limited number of mobile network providers. This quotation is to provide the Town Council with a Tellemachus engineer who will perform a mobile network analysis to determine the most appropriate network.

Tellemachus has been providing surveillance and electronic security solutions for over 25 years and therefore has the expertise, experience and passion to deliver appropriate solutions and ongoing support to our clients.

2. Customer Requirements

The list below provides details of each requirements provided by the client:

- Site survey to determine signal strength over various networks in the location provided by Cockermouth Town Council.

3. Solution Overview

In order to evaluate the most effective solution the tellemachus engineer will conduct the following to determine the mobile network with the highest throughput, to survey the location and determine its suitability for installing the RDC.

- Network analysis.
- Power availability.
- Physical installation study including cable runs.
- Bracketry requirements.
- Any usable Wi-Fi in the camera location.

4. Customer Responsibilities

Tellemachus would expect the client (or the clients third- parties) to provide / organise / configure the following as part of this proposal:

- To coordinate any required Council personnel to meet the Tellemachus engineer at the agreed time.

5. Milestone Payments

Tellemachus require a Purchase Order (PO) that covers the cost for all the works (including options) before the work can be arranged, Tellemachus reserve the right to re-quote any costs involved should the client submit a PO past the validity date on this proposal.

- 100% on completion.

QUOTE # TELQ2200022

QTY	PRODUCT CODE	DESCRIPTION	UNIT PRICE	NET AMOUNT
Site Survey				
Professional Services				
1	LAB-S-0022	Level 1 Engineer (Day Rate) Site Survey		
0.5	LAB-S-0022	Level 1 Engineer (Day Rate) - Report (Max 5 Camers)		
1	TRA-000008	Travel expenses - Zone 3		
SubTotal				£ 756.53
			TOTAL NET AMOUNT	£ 756.53
			TOTAL VAT AMOUNT	£ 151.31
			TOTAL	£ 907.84

1. The order total is guaranteed for a period of 5 days from the issue of this quote. All prices quoted are in GBP Sterling.
2. The Invoice payment is due within 30 day's of issue or as per agreed terms for clients with a trading account, or alternatively for clients without an agreed trading account by Pro-forma Invoice in advance.
3. All equipment and services are provided subject to Tellemachus terms and conditions.
4. All equipment and services are subject to VAT at the current rate.
5. Errors and Omissions Excepted

Assumptions

Commercial

The following commercial assumptions have been made in preparing this proposal and Tellemachus retain the right to charge additional costs if these assumptions are proved to be incorrect:

The following commercial assumptions have been made in preparing this proposal and Tellemachus retain the right to charge additional costs if these assumptions are proved to be incorrect:

Working times and Access

- Tellemachus will have unfettered access to all areas required.
- All Survey work will be carried out during normal working hours, Monday to Friday.
- Any work required outside of the above may be subject to additional cost.
- Once the timescales of the installation have been agreed, we will be able to gain full access during the days/times agreed. If we are unable to gain full access at times agreed and become subsequently delayed, then we reserve the right to levy additional charges.
- Cockermouth Town Council staff will be made available at appropriate times to accompany Tellemachus staff if required.
- Any Council staff or their third parties will be coordinated by Cockermouth Town Council.

Working at Height (MEWPs, Roof Top and Mast Work)

- Tellemachus MEWP will be allowed on site and can operate in all areas required
- Working at height may be affected by adverse weather conditions. Tellemachus engineers are responsible for deciding if conditions are safe to work at height. Any delays due to weather are not the fault of Tellemachus and additional installation charges may be required.
- Tellemachus staff can only access roof top areas within our safe working system limits and wind speed limits, no fix time can be guaranteed if out of these parameters.

Pricing and Costs

- All prices quoted are excluding VAT.
- We reserve the right to charge for any works needing to be undertaken due to any of these assumptions being incorrect.
- All work carried out in one site visit; any additional visits will be chargeable.
- Tellemachus reserve the right to charge for any additional equipment required.
- A purchase order is required as soon as possible to book the engineering time.
- The security clearance requirement has not been disclosed therefore; we have priced for escorted engineer graded staff.

General Assumptions

Tellemachus cannot be held responsible for:

- Force Majure.
- Theft or loss of equipment.
- Relocation of equipment unless previously agreed with the company
- Poor environmental conditions
- Damage caused by VIRUS, SPYWARE or lack of FIREWALL when updates have not been installed or where an update has not yet become available
- Tellemachus reserve the right to amend prices if any of these assumptions are proven incorrect.

Terms and Conditions of Sale

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

- a) "the Seller" means Tellemachus Limited;
- b) "Order Acknowledgement" means the Seller's Order Acknowledgement;
- c) "the Buyer" means the person firm or company named as the Buyer in the Order Acknowledgement
- d) "the Goods" means the goods which are the subject of the Order Acknowledgement including, where the context so admits, a part of those goods;
- e) The terms set out in the Order Acknowledgement and in these Conditions are together referred to in these Conditions as "the Contract".

2. CONTRACT TERMS

- a) These conditions shall be deemed to be incorporated in all agreements from time to time entered into between the Seller and the Buyer which provide for the sale of any goods by the Seller to the Buyer.
- b) These conditions shall apply in place of and prevail over any terms or conditions contained or referred to in the Buyer's order or in correspondence or elsewhere or implied trade by trade custom, practice or course of dealing unless specifically agreed to in writing by the Seller and any purported provisions to the contrary are hereby excluded or extinguished.
- c) The seller has drawn up the Seller's Conditions of Sale in light of Unfair Contract Terms Act 1977 as amended and considers them to be fair and reasonable and its process and insurance arrangements are based upon contacts made on these Conditions. If the Buyer considers these terms unreasonable it must inform the Seller in writing before any contact is made – otherwise it will be deemed to have accepted that the Seller's conditions are fair and reasonable.
- d) No written order submitted by the Buyer shall form part of the Contract unless and until confirmed in the Order Acknowledgment by the Seller's authorised representative.
- e) All orders placed by the Buyer by telephone shall be deemed to incorporate these Terms and Conditions.
- f) No alteration to the Contract or any of these Conditions shall be binding on the Seller unless agreed in writing.

3. SPECIFICATIONS AND INFORMATION

- a) Where the Seller is not the manufacturer the Seller relies on the specifications supplied by the manufacturer.
- b) The Seller reserves the right to alter specifications at any time without informing the Buyer.

4. PRICES

- a) The Seller's catalogues, price lists and quotations do not constitute offers made by the Seller unless they are expressed to be fixed quotations remaining open for a specified period and the Seller reserves the right to withdraw or receives the same at any time prior to the Order Acknowledgement.
- b) Unless otherwise specified all prices are exclusive of:
 - i. Value Added Tax and any other United Kingdom tax or duty payable;
 - ii. Customs and Excise duties, import or export duties and all other taxes, tariffs and surcharges of any nature at any time levied or imposed in any country or territory;
 - iii. Carriage, packing and insurance; and
 - iv. Any release certificates or certificates of conformity;
 and the value of any such items shall be added to the price and paid by the Buyer.
- c) The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, any changes in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instruction of the Buyer or failure of the Buyer to give the Seller adequate information or instruction.

5. PAYMENT TERMS

- a) Except as otherwise specified in writing payment for the Goods shall be due in full, without deduction or set-off, within thirty days of the issue of the Seller's invoice or as per agreed terms for clients with a trading account or, alternatively for clients without an agreed trading account by Pro-forma Invoice in advance. It is Tellemachus policy to levy a 3% surcharge on all payments made by credit card.
- b) In the event of any payment becoming overdue (and without prejudice to any other right the Seller may have) the Seller shall be entitled to charge interest at the rate of 3% per month over the base rate of Barclays Bank plc on a daily basis to run from the due date for payment thereof until receipt by the Seller of the full amount, whether before or after judgement.
- c) If any matter referred to in Condition 12a has occurred, all monies unpaid by the Buyer to the Seller shall become immediately due and payable.
- d) The Seller reserves the right to suspend deliveries, to cancel any allowance of further credit or to require full or partial payment of the price of the Goods prior to delivery in the event of any payment not being made when due or if the Seller at its sole discretion at any time considers that the financial circumstances of the Buyer have ceased to justify the terms allowed.
- e) The Buyer shall not be entitled to any cash or other discount unless expressly agreed in writing.
- f) If the Seller is unable to deliver all the Goods ordered by the Buyer for reasons beyond the Seller's control (including but not limited to those specified in Condition 15), the Buyer shall pay for such of the Goods as are delivered.

6. DELIVERY

- a) Any period or date for delivery stated in the Control is intended as an estimate only and is not a contractual commitment and the Seller shall not be liable for any damages or losses arising out of the delay.
- b) Delivery of the Goods to the Buyer's or any other place stipulated by the Buyer in writing shall constitute delivery.
- c) Collection of the Goods by any representative of the Buyer shall constitute delivery.
- d) Where the goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or claim by the Buyer in respect to any one or more instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.
- e) Where orders are accepted by the Seller with delivery date (s) to be advised by the Buyer and the Buyer fails to confirm delivery requirements within three months or defers delivery the Seller reserves the right to treat the order as cancelled and make a cancellation charge in accordance with Condition 9b.
- f) If the Goods are lost or damaged in transit and before delivery the Seller will, at its sole discretion, refund the cost of, or repair or replace free of charge,

the lost or damaged Goods, if:

- i. In the case of damage, the Buyer notifies the Seller in writing of the nature and extent of the damage within three days of delivery; or
- ii. In the case of loss, the Buyer notifies the Seller in writing of the nature and extent of the loss within ten days of receipt of the invoice for the Goods.

7. PASSING OF PROPERTY AND RISK

- a) Property in the Goods sold shall remain in the Company until such time as ALL monies due from the Buyer to the Seller (upon whatever grounds and howsoever such liability shall have been incurred), have been paid in full or until the Buyer resells the goods to a third party in the usual course of the Buyer's business.
- b) Notwithstanding the provisions of this Condition, the Seller shall be entitled to bring an action against the Buyer for the price of the Goods in the event of non-payment by the Buyer by the due date as if the property in the Goods had already passed to the Buyer or shall have the right by notice in writing to the Buyer at any time after the agreed delivery date to pass the property in the Goods to the Buyer as from the date of such notice.
- c) Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.
- d) Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds in a separate bank account and, in the case of tangible proceeds, properly stored, protected and insured.
- e) Until such a time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer where the Goods are stored with vehicles if necessary and repossess the Goods.
- f) The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) become immediately due and payable.
- g) The Buyer shall at its own risk take all necessary steps to protect the Seller's title to the Goods against claims by third parties.
- h) The risk in the Goods shall pass to the Buyer on delivery notwithstanding that the property may not have passed to it and the Buyer shall be responsible for insuring and seeing that the Goods are adequately packaged if returning them to the Seller for any reason.

8. WARRANTY and ACKNOWLEDGEMENT

- a) A good titled is warranted to the Goods sold by the Seller
- b)
 - i. The Seller's liability in respect to all Goods supplied by it shall be limited to giving the Buyer the benefit of any guarantee or warranty given by the manufacturer of such goods, to a maximum period of 12 months starting from date of delivery.
 - ii. The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- c) The Buyer relies on its own skill and judgement as to the sufficiency, capacity and performance of the Goods and as to their suitability for any purposes for which the Buyer may require them.
- d) The warranties in these Conditions are given in lieu of and replace, exclude and extinguish all and every condition, warranty, innominate term or representation whatsoever whether express or implied by statute, common law, trade usage, custom or otherwise in respect of the quality, fitness for purpose, merchantability, description of the goods or otherwise.

9. RETURN OF GOODS

- a) The Buyer shall not return any of the Goods to the Seller or cancel any order without the Seller's written consent and the Seller shall be under no liability whatsoever for any Goods returned by the Buyer without such consent.
- b) The Seller reserves the right to make a cancellation charge for the cancellation of any order and/or return of any Goods, which may include the cost of all loss (including profit and losses incurred as a result of placing orders with third parties for supply of all or part of the Goods), costs (including the cost of all labour and materials used whether by the Seller or by any third party), damages, charges and expenses incurred by the Seller as a result of cancellation.

10. EXPORT AND/OR RE-EXPORT LIMITATION

Having regard to the current statutory or other United Kingdom government regulations in force from time to time and, in the case of Products manufactured in the United States of America to the current export rules and regulations of the United States Department of Commerce in force from time to time and regardless of any disclosure made by the Buyer to the Seller of an ultimate destination for any Products, the Buyer will not export or re-export directly any products without first obtaining all such written consents or authorisation as may be required by any applicable government regulations.

11. STORAGE

This condition applies if:

- i. The Buyer has requested the storage of spares or Buyer owned equipment to be held on Tellemachus property.

The Goods are stored at the sole risk and of the Buyer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason. The Seller shall be excluded from all liability in respect of the following:

- a) Loss or damage to Buyers business, if any, including consequential loss, lost profits or business interruption.
- b) Loss of or damage to Goods or any claim for return of the Storage Fees except where this results from Sellers negligence or breach of contract, in which case Sellers liability will be limited to the sum of £100 in total.

12. LIMITATION OF DAMAGES

- a) Except as provided in these Conditions, the Seller shall be under no liability to the Buyer for any damages or losses, direct or indirect, resulting from defects in design, materials or workmanship or from any act or default of the Seller, whether negligent or otherwise.
- b) The Seller shall have not liability for any indirect or consequential losses or expenses suffered by the Buyer, however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
- c) The Seller shall not be liable for the loss of, or damage to, any software programs occurring during or as the consequence of, the repair or upgrade of any of the Goods, whether under warranty or not.
- d) Subject to Condition 11e the Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the Goods which give rise to such liability in respect of any occurrence or series of occurrences.
- e) Nothing in these Conditions shall be interpreted as excluding or restricting any legal liability of the Seller for death or personal injury resulting from the negligence of the Seller, its employees, agents or sub-contractors or restricting any of the Seller's legal obligations arising under section 12 of the Supply and Goods and Services Act 1982 or the Consumer Protection Act 1987.

13. TERMINATION

- a) This condition applies if:
 - i. The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) ; or
 - ii. An encumbrance takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Buyer; or
 - iii. The Buyer ceases, or threatens to cease, to carry on business; or
 - iv. The Buyer is in breach of any term, condition or provision of the Contract as required by law; or
 - v. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- b) If this Condition applies, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and notwithstanding any previous agreement or arrangement to the contrary.

14. INTELLECTUAL PROPERTY

- a) The Buyer acknowledges that all rights in respect of patents, copyrights, design rights, trade marks or other industrial or intellectual property rights connected with the Goods shall not pass to the Buyer.
- b) The Buyer shall indemnify the Seller against any and all liabilities, claims and costs incurred by or made against the Seller as a direct or indirect result of carrying out of any work required to be done on or to the Goods in accordance with the requirements or specifications of the Buyer involving any infringement of any rights of any third party.

15. Software

- a) Where the Goods include software and the Buyer has been furnished with the developer's software license, the Buyer shall sign and return it to the Seller within 7 days or as otherwise specified in the license, and if the Buyer fails to sign and return the license:
 - i. The Seller reserves the right to withhold release of the software; and
 - ii. The Seller shall never be entitled to payment in full for the software.
- b) In the absence of the developer's software license being furnished, the Buyer shall accept a non exclusive, non-transferable license to use the software as provided in these conditions and subject to the further provisions of the Condition 14c and 14d.
- c) The Buyer shall not copy (other than for formal equipment operation) , reproduce, translate, adapt, vary or modify the software or communicate any part of it to a third party without the prior written consent of the Seller.
- d) The license granted by condition 14b shall continue until or unless:
 - i. Either party gives to the other one month's prior written notice of termination, on or before the expiry of which the Buyer shall return or destroy the software as the Seller shall direct, which notice may only be given by the Seller if the continued use or possession of the software by the Buyer infringes the developer's third party rights or if the Seller is required to give notice by law; or
 - ii. The Seller terminates the licence immediately if the Buyer fails, or has failed, to comply with any term of condition of the Contract including (without limitation) breach of copyright, patent or confidentiality.

16. FORCE MAJURE

The Seller shall have no liability in respect of any failure or delay in fulfilling any of the Seller's obligations to the extent that fulfilment thereof is prevented, frustrated, impeded and/or delayed or rendered uneconomic as a consequence of any circumstance or event beyond the Seller's reasonable control.

17. NOTICES

Any notice hereunder shall be deemed to have been given if delivered by hand or sent by prepaid first class post, telex or facsimile (confirmed by telephone and followed by notice by post) to the third party concerned at its last known address, and deemed to have received on the date of dispatch, if delivered by hand or sent by telex or facsimile, and on the third day after posting, if sent by post.

17. GENERAL

- a) The rights of the Seller shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyer and no waiver of any breach shall operate as a waiver of any subsequent breach.
- b) If any of these conditions or any part is held to be invalid for any purpose it shall for that purpose be deemed to have been omitted but shall not prejudice the effectiveness of the rest of these Conditions.

18. PROPER LAW

The formation, construction and performance of the Contract shall be governed in all respects by the Law of England and Wales and the parties here to submit to the exclusive jurisdiction of the English courts.

Clerk - Cockermouth TC

From: Jackson, Pamela <Pamela.Jackson@uuplc.co.uk>
Sent: 07 February 2020 13:08
To: Clerk - Cockermouth TC
Subject: Dale Close Meter, Cockermouth
Attachments: A3 Landscape Water Plans New.pdf; A3 Landscape Sewer Plans.pdf

Sheila

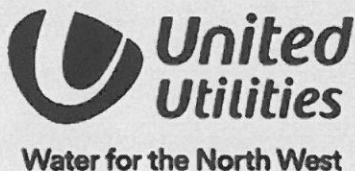
Further to our conversation earlier this week, I can confirm that the contractors will set the covers in a "grasscrete" type surround. To incorporate all the small lids this will cover an area approximately 5m x 4m (maximum) but will mean the covers are set more securely reducing any hazard and the area can be mown over/maintained.

I've also attached some indicative plans for the water and sewer pipes in the locality. These are for information only and should not be relied upon but should give you an idea of the route when looking at the tree planting scheme. I'll send a hardcopy in the post.

If you have any other queries or require any further information, please do let me know. Otherwise, I'll look forward to hearing from you after the Council meeting next week in the hope that the works can proceed.

Regards

Pamela



Pamela Jackson
Senior Surveyor - Access & Acquisitions
Property Services
M: 07833046029 (mobex 46421)
T: 01925 671913
unitedutilities.com

EMGateway3.uuplc.co.uk made the following annotations

The information contained in this e-mail is intended only for the individual to whom it is addressed. It may contain legally privileged or confidential information or otherwise be exempt from disclosure. If you have received this Message in error or there are any problems, please notify the sender immediately and delete the message from your computer. You must not use, disclose, copy or alter this message for any unauthorised purpose. Neither United Utilities Group PLC nor any of its subsidiaries will be liable for any direct, special, indirect or consequential damages as a result of any virus being passed on, or arising from the alteration of the contents of this message by a third party.

United Utilities Group PLC, Haweswater House, Lingley Mere
Business Park, Lingley Green Avenue, Great Sankey,
Warrington, WA5 3LP



United Utilities Water Limited
Kent House
Mintsfeet Road South
Kendal
Cumbria
LA9 6ND

unitedutilities.com

Cockermouth Town Council
Town Hall
Market Street
Cockermouth
Cumbria
CA13 9NP

Direct line 01925 671913
E-mail pamela.jackson@uuplc.co.uk

Your Ref:
Our Ref: PJ/NJT/W146

3rd February 2020

Dear Sirs,

SCHEME: DALE CLOSE METER, COCKERMOUTH

I am writing to you in respect of the above Scheme which United Utilities Water Limited would like to proceed with on land which, it is believed, you are the owner and/or occupier. The work which is shown on the attached plan involves the installation of a meter and associated valves and hydrants on a bypass off the existing 6" water main. Access for a small excavator and dumper will be required to undertake the work and the working area will be suitably fenced off for safety and security. Although the apparatus will be belowground a series of covers will be left at ground level.

I have been asked to serve the enclosed Notice on behalf of United Utilities Water Limited under Section 159 of the Water Industry Act 1991 which permits the Company to proceed with the Scheme after the expiry of 42 days from the date of service. However, if possible our contractors would like to start work on site before the statutory 42 days notice has expired and I would be grateful to hear if you are agreeable to this by signing and returning the attached letter.

You will be entitled to claim compensation for any diminution in value of your interest in the land and in respect of any other loss or damage sustained which is attributable to the carrying out of the works.

If you wish to appoint a Surveyor to act on your behalf their fees based on Rydes Scale 1996 + 50% will be met by the Company.

A copy of the Code of Practice as approved by the Secretary of State for the Environment relating to the exercise of powers on private land is also enclosed for your information.

Should you or your Surveyor have any queries relating to the scheme or wish to arrange a meeting to review the proposed works please contact me at the above office.

Thank you for your help in this matter.

Yours faithfully,

Miss Pamela Jackson, BSc (Hons) MRICS
Access & Acquisitions

Enc.

UNITED UTILITIES WATER LIMITED

WATER INDUSTRY ACT 1991 SECTION 159 + 168 + SCHEDULE 6 PART II

Cockermouth Town Council
Town Hall
Market Street
Cockermouth
Cumbria
CA13 9NP

NOTICE OF INTENTION TO INSPECT MAINTAIN ADJUST REPAIR OR ALTER A RELEVANT PIPE AND TO CARRY OUT WORKS AND TO ENTER ANY PREMISES FOR THAT PURPOSE

UNITED UTILITIES WATER LIMITED ("the Company") hereby gives notice that on or after the expiry of 42 days from the day upon which this Notice is served upon you, it intends to alter a water main by installing a meter, valves and hydrants together with all accessories in land situated off Dale Close, Cockermouth owned and/or occupied by you, the approximate position of which is shown on the drawing number MUS-80061732 annexed hereto, and to carry out any works requisite for, or incidental to the same and to enter any premises for that purpose.

DATED this 3rd day of February 2020



Peter Gill - Estates Manager

Signed for and on behalf of the Company

NAME:	PETER JUDE GILL
ADDRESS:	KENT HOUSE, MINTSFEEET ROAD SOUTH, KENDAL, CUMBRIA, LA9 6ND
REFERENCE:	W146
SCHEME:	DALE CLOSE METER, COCKERMOUTH

NOTICE

This document is important since it affects your land and confers upon the Company certain rights over it. You are therefore urged to retain the same safely, preferably with your title deeds or tenancy agreement.

Schedule 6

PART II

Notice of Entry

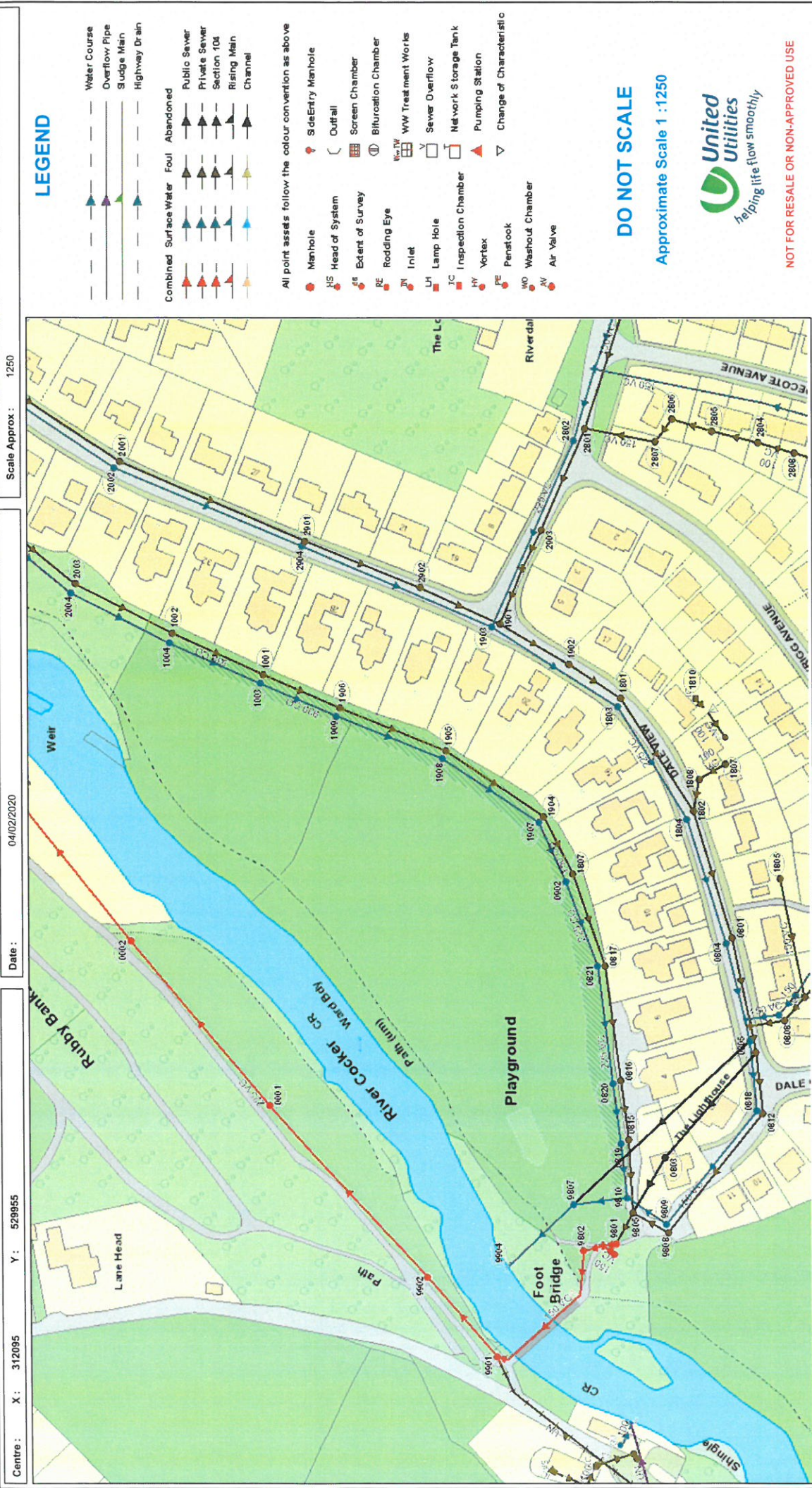
6 - (1) Without prejudice to any power exercisable by virtue of a warrant under this Part of this Schedule, no person shall make an entry into any premises by virtue of any right or power to which this Part of this Schedule applies except:

- (a) in an emergency; or
- (b) at a reasonable time and after the required notice of the intended entry has been given to the occupier of the premises.

Schedule 6 Part II

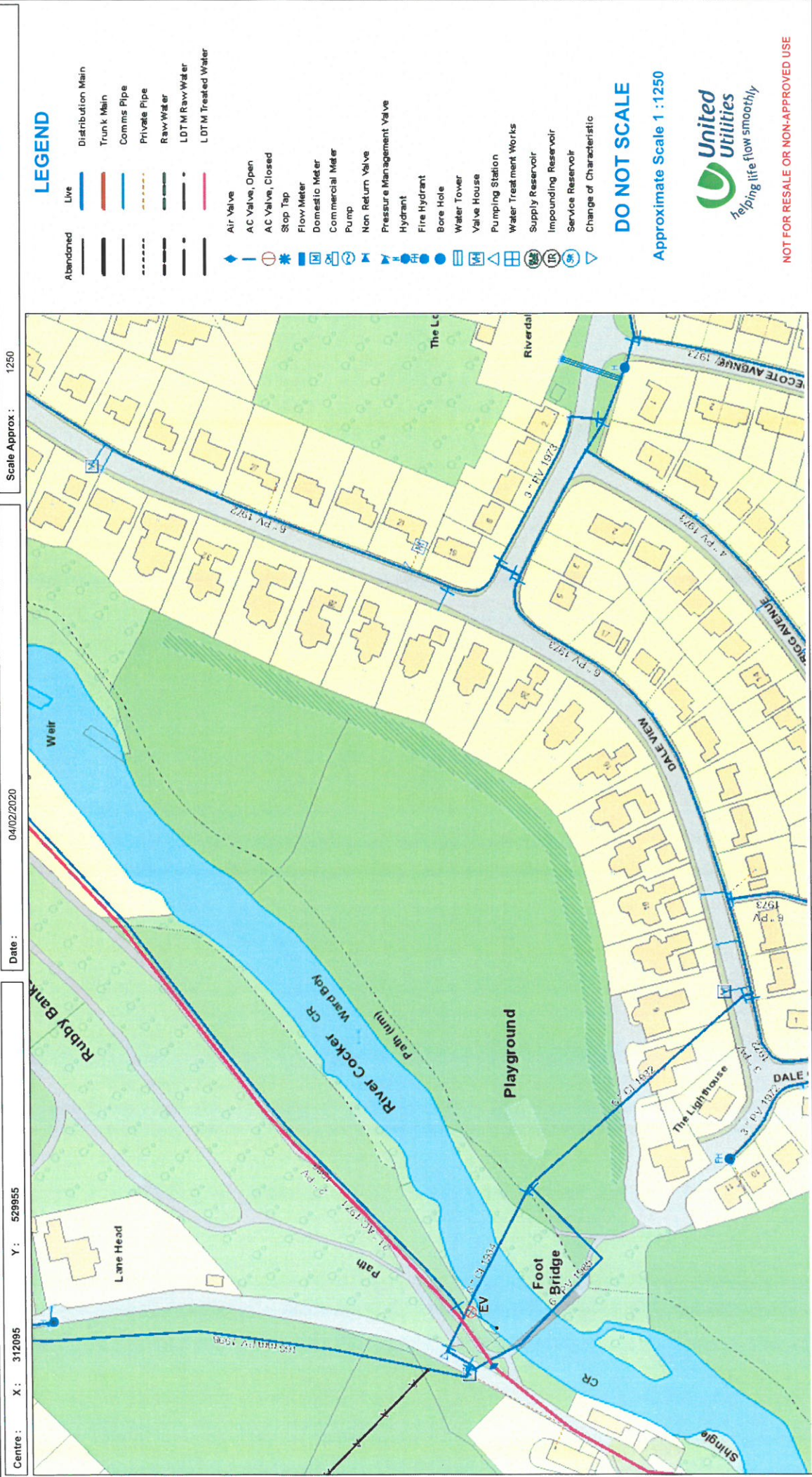
Obstruction of person exercising right or power

12. A person who intentionally obstructs another person acting in the exercise of any right or power to which this Part of this Schedule applies shall be guilty of an offence and liable, on summary conviction, to a fine not exceeding level 3 on the standard scale.



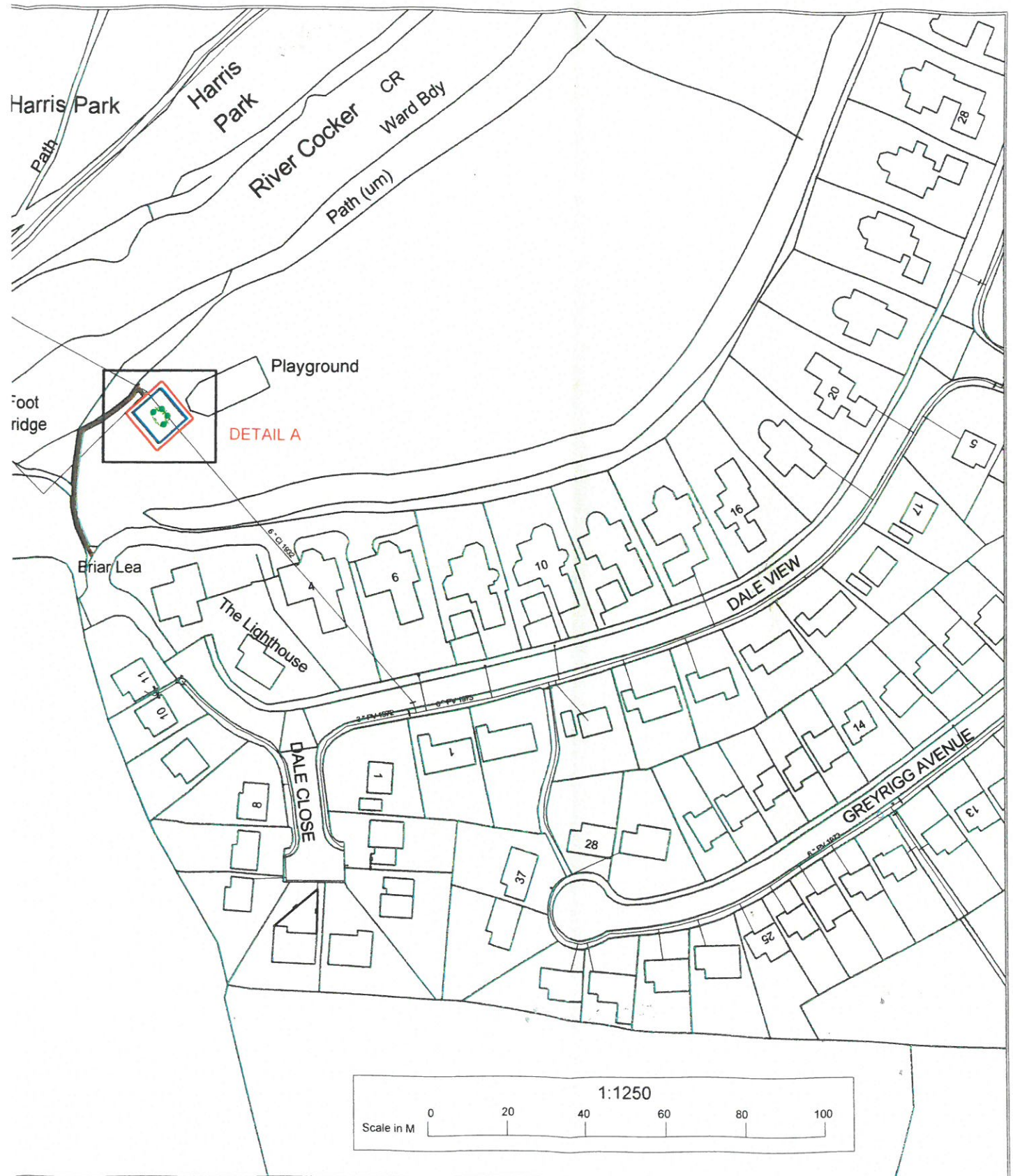
The position of the underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. United Utilities Water will not accept liability for any loss or damage caused by the actual position being different from those shown.
Crown copyright and database rights [2016] Ordnance Survey 100022432.

Extract from Map from Public Water



The position of the underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. United Utilities Water will not accept liability for any loss or damage caused by the actual position being different from those shown.

Crown copyright and database rights [2016] Ordnance Survey 100022432.



TOWN COUNCIL MEETING – FEBRUARY 2020

CLERK'S REPORT

REVIEW OF FEES AND CHARGES

The following charges are recommended for 2020/2021 (except where stated).

ALLOTMENTS

	Current Rate	Recommended
i) Full	£43.00 per annum	£44.00 per annum
ii) Half	£21.50 per annum	£22.00 per annum

MEMORIAL GARDENS

All charges negotiated by Town Clerk and agreed by Town Council allowing each application to be considered on merit. No change

TARN CLOSE

Rugby Pitch – Titans	£375.00	No change
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TOWN HALL

Hire of Council Chamber – Commercial & Public Bodies Only	£18.50 per hour	£19.00 per hour
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WEDDINGS

Hire of Council	£120 Mon-Fri £140 Sat	£120 Mon-Fri £140 Sat
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TOWN COUNCIL MEETING – 19 FEBRUARY 2020
EFFECTIVENESS OF INTERNAL AUDIT

1. A review of the effectiveness of the Internal Audit must be carried out each year. Our last review was undertaken in November 2018. Our external auditor recommended that the following areas should be addressed during that review:
 - Review of Independence
 - Review of Competence
 - Review of Relationships with Clerk and Councillors
 - Review of Audit Planning
 - Review of Scope of Audit
 - Review of Audit Reporting
2. The importance of the review is to understand the role of the internal audit and to ensure that the person undertaking the role is concentrating on the key risk areas relevant to our Council.
3. Georgina D. Airey has been our internal auditor since her appointment in September 2003.

I would recommend that she continues in this role based on the following evidence:

- She is an ex Town Clerk of some 25 years' experience
 - She is fully conversant with the Accounts and Audit Regulations
 - She regularly provides training sessions in respect of some financial matters on behalf of the Cumbria Association of Local Councils
 - She understands our organisation, its needs and objectives
 - She maintains awareness of new developments in our services, risk management and corporate governance
 - Responsibilities of officers/internal audit/Town Councillors are defined – see Clerks jobs description and the terms of and conditions accepted by the internal auditor
 - The audit plan properly takes account of corporate risk
 - Internal audit work is planned
 - Reports are made in her own name directly to the Town Council
 - She does not have any other role within the Town Council and is therefore independent
 - There is no evidence that her internal work has not been carried out ethically with integrity and objectivity
 - During the year the Council/Town Clerk have responded positively to her observations
 - She encourages the Town Council to develop their own responses to risks rather than relying solely on audit recommendations – this encourages greater ownership of the control environment e.g. our investments
 - Adequate resource is made available for internal audit to complete its work
4. A review of our Financial Regulations was undertaken in February 2020.

Town Clerk

COCKERMOUTH TOWN COUNCIL
ANNUAL RISK MANAGEMENT ASSESSMENT – YEAR 2019/20

Agenda Item 17

Key Decision Area – ALLOTMENTS –

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Action</u> <u>Red</u> <u>Amber</u> <u>Green</u>
a) <u>Insurable Risks</u>			
<u>Buildings on Site</u>	(i) No Council owned on site (ii) Sheds belonging to tenants	No further action Insurance is own responsibility	* *
Accident on Site– Allotment Holder	Public Liability Insurance Cover £10 M via Zurich	No further Action	*
Accident – Other 3 rd Party e.g. Trespassing	Public Liability Insurance Cover £10 M via Zurich	No further action	*
b) <u>Third Party Arrangements</u>			
<u>Boundary fences to be kept in good</u>	Council responsibility	Hedges cut annually Repairs carried out as necessary	*

Key Decision Area – ALLOTMENTS - (CONTINUED)

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Red</u>	<u>Action</u> <u>Amber</u>	<u>Green</u>
c) <u>Self-Governance</u> <u>Financial Records</u>	Allotment Register kept	Annual scale of fees fixed & reminder for outstanding accounts sent monthly			*
Private Property on Allotments	New Tenancy agreement completed 2002/03 notifying existing tenants there is to be no Council liability accepted for tenants possessions left on site and storage on site of hazardous substances e.g. pesticides & all such substances to be kept under lock & key. Clause also includes condition that safe storage of implements is tenants liability if kept on site and all such implements must be locked safely away..	No further action recommended			*
Security of Site	Signs erected – Allotment Holders Only	No further action recommended			*
Burst Water Pipes	Repaired as necessary Water knocked off Winter	No further action recommended			*
Damaged Boundary Fences/Walls	Repaired as necessary	No further action recommended			*
Trees	Monitor, undertake works as necessary	No further action recommended			*

Key Decision Area – ESTABLISHMENT/LIBRARY/TOURIST INFORMATION CENTRE/TOWN HALL

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Action</u> <u>Red</u> <u>Amber</u> <u>Green</u>
a) <u>Insurable Risks</u> Contents including fixtures, fittings & tenants improvements, other contents & consumable stock	Organised direct by Town Council with Zurich	Policy amounts are revised periodically. Present cover & computer equipment	*
Accident – Member of the Public whilst on site (Public Liability)	Public Liability Insurance cover £10 M	No further action	*
<u>Civic Regalia</u> Town Mayor's Chain Mayoress's Chain Deputy Chain	Insurance via Zurich	Yearly review of value	*
b) <u>Third Party Arrangements</u> Internal Auditor (Mrs J. Airey) appointed by Council under new Audit regulations following introduction of 'Lighter Touch Audit'	Regular internal audit work carried out to establish 'proportionate affordable & sustainable' process to strengthen Council's own governance & to 'provide proper accountability for public money' and to enable the Council to 'properly address its risk and their management, the principals of good internal controls and the roles of internal & external auditors'. Yearly review from 2009.	No change	*
c) <u>Protection of Financial Assets</u> Investments	Reviewed by Town Council in February 2009	Investments split and spread to reduce risk	*

Key Decision Area – ESTABLISHMENT/TOURIST INFORMATION CENTRE/TOWN HAL/ (CONTINUED)

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Red</u>	<u>Action</u> <u>Amber</u>	<u>Green</u>
d) <u>Self Governance</u> Back Up of Computer Information	The cover under business interruption policy includes reconstruction of computer records	No further action			*
	Regular back ups carried out. Cloud used to store documents	No further action			*
Standing Orders & Financial Regulations	Revised Standing Orders & Financial Regulations regularly Reviewed.	No further action			*
Annual Budget including regular budget reporting	Quarterly monitoring in place	No further action			*
Asset Insurance/Valuation	Professional valuation of assets carried out in 2003 & inflation increases applied since then. Town Hall re-evaluated 2009.	No further action			*

Key Decision Area – FISHING RIGHTS

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Action</u> <u>Red</u> <u>Amber</u> <u>Green</u>
a) <u>Insurable Risks</u> Person falling in river from river bank or otherwise whilst fishing or other accident	Public Liability Cover £10 M	No further action	*
b) <u>Third Party Arrangements</u> NIL			
c) <u>Self-Governance</u> NIL			

Key Decision Area – WAR MEMORIAL/MONUMENTS

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Action</u> <u>Red</u> <u>Amber</u> <u>Green</u>
a) <u>Insurable Risks</u> Material Damage – (i) Mayo (ii) Cenotaph (iii) Wordsworth Bust (iv) Dorothy Wordsworth Statue	Zurich policy	Valuation carried out in 2003 & annual inflation increases applied	*
Public Liability e.g. if Monument collapses on someone	Covered by Zurich policy £10 M	No further action	*
b) <u>Third Party Arrangements</u> NIL			
c) <u>Self-Governance</u> NIL			

Key Decision Area – MEMORIAL GARDENS

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Action</u> <u>Red</u> <u>Amber</u> <u>Green</u>
a) <u>Insurable Risks</u> Material damage to footpaths by being washed out	Not now covered Paths reviewed periodically and remedial action taken.	Allianz/Zurich refuse to cover following flooding in January'05 which completely washed out footpaths	*
Building on Site – middle section	Covered under Zurich policy	We own building	*
Accident on site to members of the public	Covered by Public Liability £10 M	No further action	*
b) <u>Third Party Arrangements</u> Accident to workmen whilst carrying out contract works on site	Via Council Contractors insurance	Annual check of contractors policy details	*
c) <u>Self-Governance</u> Play Area	Annual risk assessment carried out	Take action as recommended agreement by Council)	*
	Daily inspection of play area by Council's Contractor	Take action as recommended following notification	*
Tree Management for possible problems (falling branches etc)	Trees reviewed in Oct 08 by tree specialist. 54 trees removed Oct 09. Further survey undertaken by EA in 2012, more trees removed prior to bund being installed. Restoration work in 2016 resulted in trees removed from rivers edge as part of flood prevention works. Appointed Andy Nichol	Monitoring ongoing	*

April 19 survey undertaken

Key Decision Area – SPECIAL TOURIST PROMOTIONS

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Red</u>	<u>Action</u> <u>Amber</u>	<u>Green</u>
a) <u>Insurable Risks</u>					
(i) <u>Firework Display</u> Injury to person from firework or accident on site	Public Liability insurance £10 M Risk assessment carried out.	No further action required	*		
(ii) Use of field by Carnival Cttee after parade	Public Liability insurance £10 M	No further action required	*		
b) <u>Third Party Arrangements</u>					
(i) <u>Firework Display</u> Damage to buildings, vehicles etc from firework or injury to individual vis firework	'Firers' of display for Council (Pyro 2000) arrange insurance for event	No further action (counter claim would be made by Council if Council sued for any accident) – check policy by PYRO on event basis for amount included	*		
(ii) <u>Carnival</u> Re activities on Memorial Gardens after parade	Carnival Committee arrange liability insurance	No further action (counter claim would be made by Council if Council sued for any accident – check policy by Carnival on event basis	*		
c) <u>Self-Governance</u>					
(i) <u>Firework Display</u> Keeping members of the public away from fireworks	Barriers erected at a safe distance as agreed by display 'firers'. Stewards appointed, Police notified & help requested re possible crowd disturbances. Notices posted re route	No further action required	*		

to site. Adverts in local press re recommended parking arrangements for display. First aid on site. Harris Bridge Closed

Key Decision Area – VICTORIA HALL

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Action</u> <u>Red</u> <u>Amber</u> <u>Green</u>	
a) <u>Insurable Risks</u> Any claim by individual for accident (fall/trip etc)	Public Liability insurance £10 M provided by tenant	No further action		*
Accident to employee, member or volunteer whilst on site at official Victoria Hall	Personal accident cover provided by tenant	No further action		*
Contents – Victoria Hall	Building insured via Zurich	No further action		*
	Covered by tenant	No further action		
b) <u>Self-Governance</u> <u>Fire Risks</u>	Fire Risk Assessment done in 2010. Fire Alarm fitted. Fire equipment upgraded.	No further action		*
Public Entertainment	Not currently licenced	No further action		*
Flood Risk	£5k of flood prevention Works carried out 2017	Monitor		*

Key Decision Area – PUBLIC CLOCK (GIBBONS)

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Action</u>
			<u>Red</u> <u>Amber</u> <u>Green</u>
a) <u>Insurable Risks</u>			
(i) <u>Gibbons Clock Tower</u>			
Claim by member of the public for falling masonry etc.	Public Liability insurance £10 M	No further action	*
b) <u>Third Party Arrangements</u>			
NIL			
c) <u>Self Governance</u>			
<u>Clock Building</u>			
Damage reported by third party	Immediate repair put in hand	No further action	*

Key Decision Area – OPEN SPACES

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Red</u>	<u>Action</u> <u>Amber</u>	<u>Green</u>
a) <u>Insurable Risks</u> Claim by member of public e.g. re collapsed seat, torn clothing, hanging basket falling on someone	Public Liability via Zurich £10 M	No further action			*
Impact damage to street furniture	Not covered under policy - Council stand loss re vandalism but counter claim if possible	No further action			*
b) <u>Third Party Arrangements</u> Hanging of baskets etc via Council Contractor	Council contractor has own Public Liability insurance	Check annually public liability insurance cover in place for possible counter claims if Council sued			*
c) <u>Self-Governance</u> Inspection of seats & other Council owned property	Periodic inspections by Clerk Majority of Council owned seats. Memorial Gardens seats were all replaced in 2012 due to flood damage	Annual seat/property inspection recommended			*

5

Key Decision Area – CHRISTMAS ILLUMINATIONS

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Red</u>	<u>Action</u>	<u>Green</u>
a) <u>Insurable Risks</u>					
Damage to property/persons by falling festoon cable etc	Public Liability Insurance £10 M	No further action			*
Electrocution by tampering or otherwise	Public Liability Insurance £10 M	No further action			*
Accident when helping with arrangements – members, employees, volunteers	Personal accident capital sum insured £50,000 - Weekly £100 (includes assault)	No further action			*
Member of public hurt on Switch On Gala Day	Public Liability Insurance £10 M First Responders on site	No further action			*
b) <u>Third Party Arrangements</u>					
Negligence by Council's Contractor (presently E Nicholson)	Copies of Contractors Public Liability & Employers Liability Insurance requested annually before works start for any possible counter claim by Council. General responsibility for safe installation rests with contractor. Contractor requested to supply copies of Risk Assessments	No further action			*
c) <u>Self-Governance</u>					
Accidental electrocution by member of the public	Major re-vamp of connection boxes in 2010. Now using 1w led bulbs.	No further action			*
Main festoon cable toppling down	Catenery rope used to support festoon	No further action			*

Key Decision Area – TARN CLOSE SPORTS GROUND

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Action</u> <u>Red</u> <u>Amber</u> <u>Green</u>
a) <u>Insurable Risks</u> Accident on site by member of the public (spectators)	Cockermouth Junior Football lease the site, they have their own public liability insurance	No further action	*
Injury to sportsmen	Liability left to Cockermouth Junior Football Club	No further action	*
b) <u>Third Party Arrangements</u> Accident to authorised workman	Cockermouth Junior Football Club to ensure all workmen have appropriate insurance	No further action	*

Key Decision Area – TARN CLOSE DEPOT

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Action</u> <u>Red</u> <u>Amber</u> <u>Green</u>	
a) <u>Insurable Risks</u> Building on site	Leased by Town Council from Eric William Nicholson - Lease dated 26/3/07 on an annual basis	Building insurance via Eric William Nicholson No further action necessary		*
Accident – Members of the public whilst on site.	Covered by Public Liability Insurance £10 M	No further action		*
Contents	(i) Mainly Christmas lights stock (lamps, illuminated figures, festoon cable etc) (ii) Storage of misc. equipment by others	Insured via Zurich Tested annually No liability accepted by Council		*
<u>Third Party Arrangements</u> Building on site	Building insurance organised by E W Nicholson	No further action		*
c) <u>Self-Governance</u> Break Ins etc.	Police would be made aware of problems as they occur	No further action		*

Key Decision Area – TWINNING

<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Action</u> <u>Red</u> <u>Amber</u> <u>Green</u>	
a) <u>Insurable Risks</u> Normal 'holiday' type cover for persons participating in twinning	(i) Members of the public organise their own insurance whilst on twinning visits (ii) Councillors/staff re above on <u>official</u> civic visits approved by Council. Arrangements as above.	No further action No further action	* *	
b) <u>Incoming Visits</u> Accident to member of the public whilst participating in a visit	(iii) Individuals making own way arrange own insurance (i) Covered by Public Liability Ins with Zurich - £10 m	No further action	*	
c) <u>Third Party Arrangements</u> School Visits	No visits currently	<u>Red</u> <u>Amber</u> <u>Green</u> All risk assessments carried out by school independent of Council	*	
d) <u>Volunteers</u>	Task and Finish groups set up Volunteers are covered by our Public liability insurance	No further action	*	

Key Decision Area – PLAY AREAS ON TOWERS LANE, GREYRIGG AVENUE, ISEL ROAD & HARRIS PARK EXTENSION

Identified Risk

Current Arrangements

Comments

Action
Red Amber Green

a) Insurable Risks

Accident on site to members of the public

Covered by Public Liability £10 M

No further action

*

b) Third Party Arrangements

Accident to workmen whilst carrying out contract works on site

Via Council Contractors insurance

Annual check of contractors policy details

*

c) Self-Governance
Play Areas

Annual risk assessment carried out

Take action as recommended agreement by Council)

*

Quarterly inspection of play area by Council's Contractor

Take action as recommended following notification

*

Key Decision Area – TOILETS

Identified Risk

Current Arrangements

Comments

Action
Red Amber Green

a) Insurable Risks

Accident on site to members of the public

Covered by Public Liability £10 M

No further action

*

b) Third Party Arrangements

Accident to workmen whilst carrying out contract works on site

Via Council Contractors insurance

Annual check of contractors policy details

*

c) Self-Governance
Toilets

Cleaned & inspected six days per week
Cleaner reports any defects

Take action as recommended
following notification

*

Key Decision Area – BUS SHELTERS

Identified Risk

Current Arrangements

Comments

Red

Action
Amber

Green

a) Insurable Risks

Accident on site to members of
the public

Covered by Public Liability £10 M

No further action

*

b) Third Party Arrangements

Accident to workmen whilst
carrying out contract works on site

Contractor has own public liability
Insurance
Contractor carries out own risk
Assessments

Annual check of contractors
policy details

*

c) Self-Governance
Bus Shelters

Clerk obtains copy of public
Liability insurance & risk
Assessments annually

No further action

*

Key Decision Area – WEDDINGS

	<u>Identified Risk</u>	<u>Current Arrangements</u>	<u>Comments</u>	<u>Red</u>	<u>Action</u> <u>Amber</u>	<u>Green</u>
a)	<u>Insurable Risks</u> Accident on site to members of the public	Covered by Public Liability £10 M	No further action			*
b)	<u>Third Party Arrangements</u> Hirers	All hirers sign legally binding Terms and Conditions of hire	No further action			*
c)	<u>Self-Governance</u> <u>Weddings</u>	CTC personnel present at all times	No further action			*