

WHITEHAVEN TOWN COUNCIL

Clerk and Responsible Financial Officer: Marlene Jewell
Telephone: 01946 67366
Chairman: Councillor Brian O'Kane

To: **Members of Whitehaven Town Council**

You are duly **SUMMONED** to attend a **VIRTUAL MEETING** of **WHITEHAVEN TOWN COUNCIL** which will be held on **Thursday 29th October 2020** at **6:00pm** on the **Zoom Platform** to transact the business contained in the attached Agenda.

The Meeting takes place under the authorisation scheme outlined in the Local Authorities and Police and Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) (Regulations) 2020.

Join Zoom Meeting: <https://us02web.zoom.us/j/81766006938?pwd=KOVlK1hTcTRUtnNwT2FCSXZrZldSZz09>

Meeting ID: 817 6600 6938

Password: 244191

Signed Marlene Jewell Dated 23rd October 2020
Marlene Jewell, Clerk and Responsible Financial Officer

AGENDA

All Councillors and members of the public attending the virtual meeting should be aware that by joining the meeting they are agreeing to the following guidelines:

- a) The meeting may be recorded for the purpose of minute taking and will be disposed of within 24 hours;
- b) All attendees should have their microphones on mute;
- c) To adhere to the Council's Code of Conduct and Standing Orders;
- d) Only unmute microphones when invited to do so;
- e) Speak clearly and look into the camera;
- f) Turn phones to silent;
- g) Be aware of time lags and allow time for participants to respond;
- h) Introduce themselves when raising a point;
- i) Respond to the Chair when their name is called;
- j) Be aware of your background and what others can see behind you

1. Apologies for Absence

2. Declarations of Interest

To receive declarations of interest by elected Members in respect of Agenda items.

If a Member requires any advice on any item involving a possible declaration of interest which could affect his/her ability to speak and/or vote he/she is advised to contact the Clerk at least 24 hours in advance of the meeting.

3. Public Participation

4. Minutes of the Full Council Meeting held on 24th September 2020

5. Planning Applications

6. Internal Auditors Report

7. Finance Report

8. Contracts for Ranger and Assistant Ranger

9. Grass Cutting

10. Allotments and Pigeon Loft Sites

11. Recommendations from Policy & Resources & Finance Committee

12. Update on Footway Lighting

13. Advertising in The Cumbria Guide

14. Allotments

15. Remembrance Sunday

16. Update from Zoom Meeting with Jenny Brumby – Chairman to give a report

17. Christmas Closing

18. Grass Cutting in Cemeteries

19. Councillor Ward Matters

20. Date of Next Meeting

WHITEHAVEN TOWN COUNCIL

Minutes of the Virtual Council Meeting held on the Zoom Platform on 24th September 2020

Present: Councillor B O’Kane (Chairman); Councillor C Arrighi; Councillor E Dinsdale; Councillor G Dinsdale; Councillor R Gill; Councillor C Hayes; Councillor C Maudling; Councillor J Rayson; Councillor R Redmond; Councillor G Roberts;

M. Jewell, Clerk and Responsible Financial Officer

V. Gorley, Assistant Clerk

Jenny Brumby CBC Buy Local Scheme Co-ordinator

Members of the Public

1607/20 Apologies for Absence

There were no apologies for absence

1608/20 Declarations of Interest

Councillor Maudling declared that he was a member of CBC’s Planning Panel
Councillor O’Kane declared that he was a member of CBC’s Planning Panel
Councillor Roberts declared that he was a member of Cumbria County Council

1609/20 Public Participation

There was no public participation

Councillor O’Kane asked if Councillor Arrighi was still present in the meeting and she said she was struggling with the network.

1610/20 Minutes of the Council Meeting held on 27th August 2020

It was proposed by Councillor Roberts and seconded by Councillor Gill that the Minutes of the Council Meeting held on 27th August 2020 be approved and signed by the Chairman as a correct record. A vote was held and 6 Councillors

voted for this, 5 Councillors abstained and 1 Councillor was not in the meeting at the time.

RESOLVED – That the Minutes of the Council Meeting held on 26th August 2020 be approved and signed by the Chairman as a correct record.

1611/20 **Planning Applications**

The Council considered a list of Planning Applications received from CBC and shown at Appendix 1

Councillor Rayson referred to Planning Application no. CH/4/20/2334/0R1 in respect of the former Romar Factory, Ivy Mill, Whitehaven and made the following points

- She was not opposed to the development but was concerned about the infrastructure round this development because the road there has had developments and there has been flooding.
- With the schools round about there are a lot of road junctions
- There are a lot of things in the application that applicants say they want to do for the community and that all of these promises should be followed up
- It was really important that local people were employed for this development and that they do go ahead with the apprentice scheme and engage with schools.
- In the ground investigation report the data used for a comparison site was from 2014

Councillor Redmond agreed with Councillor Rayson’s representations. Following consideration of the planning applications on Appendix 1 there were no further representations on any of the Planning Applications and it was proposed by Councillor Gill and seconded by Councillor Hayes that after consideration of the Planning Applications on Appendix 1 that CBC be informed of the issues raised by Councillor Rayson in respect of Planning Application no CH/4/20/2334/0R1

RESOLVED – that after consideration of the Planning Applications on Appendix 1 that CBC be informed of the issues raised by Councillor Rayson in respect of Planning Application no CH/4/20/2334/0R1

1612/20 **Finance Report**

The Council considered a Finance Report.

- (i) Appendix 1. It was reported that there were 5 additions to Appendix 1 for invoices to be authorised for payment namely

- V Gorley £10.76 for postage for copy Agendas
- V Gorley £4.90 for filing clips

- V Gorley £3.99 for toilet rolls
- Ace Shelters £4,434.00 for bus shelter Sneekyeat
- Cumbria Media £98.25 for software for next 12 months

It was proposed by Councillor Hayes and seconded by Councillor Gill that the Invoices at Appendix 1 including the 5 additional payments be approved. and paid. A vote was held and 8 Councillors voted for and 4 Councillors abstained.

RESOLVED – That the Invoices shown at Appendix 1 including the 5 additional payments be approved and paid

(ii) The Council considered Appendices 2 and 3 and it was proposed by Councillor Maudling and seconded by Councillor Hayes that these be approved and noted. A vote was held and 8 Councillors voted for and 4 Councillors abstained.

RESOLVED – That Appendices 2 and 3 be approved and noted.

The Chairman wished 2 points to be noted

1. That after discussions with Mayor Starkie following CBC's small business rate relief review and after a re-evaluation the Town Council will be receiving an amount of £10,000.00
2. That the organisation that the Council donated £1600 to to produce the scrubs at the very start have found that they received significant additional donations after ours and they are therefore refunding our donation.

1613/20 Concerns of Bay Vista Residents Group

The Chairman informed the Council that this item had been withdrawn.

1614/20 Shop Local Campaign – Presentation by Jenny Brumby

The Council heard a presentation from Jenny Brumby CBC's Buy Local Scheme Co-ordinator CBC's front face business support officer under the Shop Locally Scheme. Jenny made the following main points;

- She would be travelling throughout Copeland and giving all businesses support and that the most important thing was partnership with Town Councils, Parish Councils and most importantly the public
- People close businesses because there is not enough footfall coming through the doors and so we need to work together to support them
- She was working with Newsquest to do a media campaign funded by CBC and that all authorities were given the choice of nominating and promoting 3 businesses

- She would like to meet with Councillors and walk round Whitehaven town centre as businesses had been feeding back to her about problems with weeds, cigarette ends and that she wanted to deal with this quickly and have a big clean up with the support of CBC – working in partnership.
- A list would be created of how properties market themselves and what CBC could do as a service provider and that she would collate all the information and take it to CBC. She said she wanted to work in partnership with CCC as they had responsibilities themselves
- Jenny referred to the Market and said people wanted to go back to how it was 100 years ago but that that was never going to happen and that we have to offer something different. She said the idea was to set up a young entrepreneurs' market in the Market Place and up the centre of King Street to encourage people into the town and into the shops. Free stalls could be offered and also small business grants to people wanting to start up a business as we need to grow this economy. Also different options eg indoor market were being discussed
- Covering empty shop windows with artwork
- Jenny said that she would be happy to walk around the town once a month with Councillors so that ideas could be discussed
- Perhaps sending out letters to businesses about the importance of them keeping the fronts of their premises clean and free from litter
- Jenny said that covid has changed things but the project was about bringing people back to the town centres and so we have to offer different things

A discussion and question and answer session followed during which Councillor O'Kane asked if Councillor Maudling would be prepared to be the key contact for this project because we needed someone with a depth of knowledge of town centre retailing business. Councillor Gill said he thought Councillor Maudling was the ideal person for this task. Councillor Maudling said he would be happy to work alongside Jenny Brumby.

Following a discussion it was agreed that together with Councillor Maudling talking the lead all Councillors should have an input and be part of the project. Jenny Brumby then asked the Council to let her have the 3 nominated businesses. The Chairman thanked Jenny Brumby for attending the Council Meeting.

No formal decisions were made as it was a presentation.

1615/20 **Catenary Wires and Christmas Lights**

Members will recall that at the Council Meeting in August 2020 it was resolved that Financial Regulations be suspended to–

- a) Allow CCC to remove the damaged catenary wires, purchase new catenary wires and install the new catenary wires at a cost of £2,600 plus VAT and
- b) Erect, maintain repair and dismantle the Christmas lights in the sum of £24,400 plus VAT

subject to the reasons for the suspensions being discussed and recorded and the assessments of the risks considered. Members considered the reasons for the suspensions and the assessments of the risks at paragraphs 1.3 and 1.4 of the report and it was proposed by Councillor Gill and seconded by Councillor Maudling that having considered and recorded the reasons for the suspensions and the assessments of the risks that the Council suspends Financial Regulations so that CCC can undertake the works in a) above in the sum of £2,600.00 plus VAT and in b) above in the sum of £24,400.00 plus VAT

RESOLVED – That having considered and recorded the reasons for the suspensions and considered the assessments of the risks that the Financial Regulations be suspended so that CCC can undertake the works in a) above in the sum of £2,600.00 plus VAT and in b) above in the sum of £2,600.00 plus VAT.

1616/20 **Councillor Wards Grants**

The Council considered a report on Councillor Ward Grants and the criteria for awarding them. Following a discussion it was proposed by Councillor Gill and seconded by Councillor Hayes that the item be moved to a meeting of the Policy and Resources and Finance Committee to discuss the whole gamut of Ward Grants and then make recommendations to the next Annual Meeting. A vote was taken and Councillor G Dinsdale wished it to be noted that she would not be taking part in an unlawful vote. 7 Councillors voted for the proposal, 1 Councillor voted against, 1 Councillor abstained and 3 Councillors did not vote.

RESOLVED – That the item be moved to a meeting of the Policy and Resources and Finance Committee for discussion and then make recommendations to the next Annual Meeting.

1617/20 **Quotes for the Removal of the Council's Safe from Room 3 Whitehaven Civic Hall to 148 Queen Street**

The Council considered a report containing quotes for the removal of the Council's safe from Room 3 at Whitehaven Civic Hall to the Council's offices

at 148 Queen Street.

Four Companies were invited to quote as follows –

Company A	£1,000.00 plus VAT
Company B	£1,595.00 plus VAT
Company C	£1,800.00 plus VAT
Company D	Would not quote as not cost effective

All Companies had provided details of their public and product liability insurances for £5,000,000.00 and Employee liability for £10,000,000.00 and would produce a risk assessment if their quote was successful.

It was proposed by Councillor Roberts and seconded by Councillor Hayes that the quote from Company A be accepted. A vote was held and 11 Councillors voted for and 1 Councillor abstained.

RESOLVED – That the quote from Company A in the sum of £1,000.00 be accepted.

1618/20

Proposal for unitary Council for Cumbria

The Council considered a report containing an email received from CALC about CCC's proposal for the creation of a single new unitary authority for the whole of Cumbria. Following a discussion on this it was proposed by Councillor O'Kane and seconded by Councillor Hayes that the information in the email from CALC be noted and that CALC be requested to keep the Council up to date on this.

RESOLVED - That the information contained in the email from CALC be noted and that CALC be requested to keep the Council up to date on this

1619/20

Whitehaven in Bloom

The Council considered a report about summer planting in 2021 and a quote that had been received for this from the Council's preferred supplier in the sum of £6,368.10 excluding VAT. for the works detailed in paragraph 1.1 of the report. The quote had been put in at this time because the supplier had to put in his main bulk order for flowers for 2021 as soon as possible.

The Council were asked if they wished to consider suspending Financial Regulations to allow the preferred to supply the flowers to the Council for summer 2021. To do this the Council would have to make a resolution and also consider and record the reasons for suspension and also consider a risk assessment. The reasons for the suspension and the risk assessment were included in the report. Following a discussion it was proposed by Councillor Gill and seconded by Councillor Hayes that a) the Council makes a resolution to suspend Financial Regulation 11 to allow the flowers to be purchased from the preferred supplier in the sum of £6,368.10 and then b) to agree and record the

reasons for suspension and the assessment of the risks be accepted and approved. It was unanimously

RESOLVED – a) that the Council suspends Financial Regulation 11 to allow the flowers to be purchased from the preferred supplier in the sum of £6,368.10 and then

b) that the reasons for suspension be agreed and recorded and the assessment of the risks be accepted and approved

1620/20 **Website Accessibility**

The Council considered a report on compliance with The Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations which required Councils to have an Accessibility Statement in place from 23rd September 2020 and a draft Statement had been prepared and uploaded onto the Council's website subject to any changes that Councillors might wish to make. The Council's Website Provider had purchased and installed software to make the Council's website accessible in line with the requirements of the Regulations.

It was proposed by Councillor Roberts and seconded by Councillor E Dinsdale That the report be noted, the draft Accessibility Statement approved and the expenditure of £104.06 for the software be approved.

RESOLVED – That the report be noted, the draft Accessibility Statement be approved and the expenditure of £104.06 for the software be approved.

1621/20 **Councillor Matters**

- i. Councillor Gill thanked the Council for providing the bus shelter at Sneckyeat
- ii. Councillor Maudling referred to the saga of CCC and the Bus Station and Tangier Street and wondered will it be finished this millennium. He said that it was driving people out of town
- iii. Councillor Rayson said that the Talking newspaper had moved in and that that was brilliant. She said she had the following issues –
 - There was an issue with dog poo on a path between Winchester Drive and Sandhurst Drive and in the long term a campaign would be needed to stop it.
 - Recycling – some recycling had not been collected but the issue was with the communications from CBC as the collection dates on their website were not being updated. Councillor Rayson had spoken to Marissa Joyce from CBC and following this Shirley Proctor CBC's Community Services Manager for Waste said she would like to come to the next Council Meeting to explain about recycling, give some points of contact and the plans going forward.

- Standings Rise – there was standing water at the bottom and she had contacted Councillors Studholme, Forster and Wonnacott about this.
 - St Benedicts. Councillor O’Kane said that the County have committed to undertaking a watercourse survey.
- iv. Councillor Rayson referred to the development at St Benedicts and said the traffic at St Benedicts and Red Lonning was not acceptable. A child would be killed and there was no access for emergency services between 2.45 and 3-00, She said it was not a Town Council responsibility but residents kept coming to her about it and it just couldn’t be ignored. She said there were more cars because the buses have been knocked off
 - v. Councillor Hayes said there were problems on Kells and that there was going to be an ASBO meeting with the Police and the FS
 - vi. Councillor Hayes asked Councillors not to pass on any Council emails that they received to third parties.
 - vii. Councillor Gemma Dinsdale referred to the bus shelter on Tower Hill and said that the Clerks had not progressed this but that she had received a reply within 2 hours and asked why she had to do that. She said the residents were wanting it sorted before the kids went back to school.
 - viii. Councillor Gemma Dinsdale referred to school uniforms and said she was in discussions for this but that she would only be doing it for Corkickle but that others could join in the campaign and do it in their own Wards.
 - ix. Councillor Gemma Dinsdale said she had had a report about ongoing bullying at St Benedicts school and asked if there was anything she could do with the school or anything to support the Ward Councillor. There had been a similar incident at St Joseph’s school.
 - x. Councillor Edwin Dinsdale referred to adoption of roads drains at Garlieston Court and said it was still ongoing. He said there were issues around the steps on the coast to coast path and that he was waiting for CBC to adopt and repair them.
 - xi. Councillor E Dinsdale referred to Item 7 on the Agenda and the impact Item 7 had on Corkickle and asked why the item was taken off the Agenda. The Chairman replied that it was taken off at the request of the applicant.
 - xii. Councillor Redmond said kids were standing at the bus stop that had been moved and were putting their bikes on it.
 - xiii. Councillor O’Kane said that the situation of the roads at St Benedicts had deteriorated over the last 15 years and said it was a shame that the Town Council could not do anything about this except to express an opinion.
 - xiv. Councillor O’Kane said he had had complaints about overgrown areas at Bransty and these had been passed to the Ranger
 - xv. Councillor O’Kane said there was disquiet on aspects of flooding
 - xvi. Councillor O’Kane referred to recycling and said there had been 2 incidents where recycling had been left for 4 days
 - xvii. Councillor Hayes said that certain of our Councillors are running media sites which they are entitled to do but that when Councillors have control

- over websites asked them to exercise a degree of care when allowing posts to go on them.
- xviii. Councillor Arrighi said it looked like Christmas was going to be cancelled and said that she would like to provide hampers for Christmas and would bring this to the next Council meeting. She then went on to say that she wanted to know how LB had found out her address in Glasgow as the only person who has that address is the Clerk. She said two people had stayed at her flat in Glasgow, Graham Roberts and Mike Starkie but didn't think either of them would remember her address.
- xix. Councillor Rayson said that if any school says there's no bullying then they're burying their heads in the sand. She said she would like to meet all the Heads of the schools in her Ward and would like to support them and hoped to email them next week.
- xx. Councillor O'Kane said that if anyone posts anything that is applicable to ourselves that it is positive and that every Councillor makes sure that the Town Council gets recognition.
- xxi. Councillor O'Kane said that he had asked for a visit to St Benedicts and was still waiting.

1622/20 **Date of next Meeting**

The date of the next Council Meeting be on Thursday 29th October 2020 at 6.00pm

The Meeting closed at 8.10pm

Chairman

Planning Application for Consideration by Whitehaven Town Council

<u>Application Number</u>	<u>Detail</u>
CH/4/20/2393/0F1	DEMOLITION OF EXISTING REAR CONSERVATORY AND COAL BUNKER; CONSTRUCTION OF A NEW SINGLE STOREY FLAT ROOF WRAP AROUND EXTENSION WITH DECKED AREA TO REAR 7 VICTORIA ROAD, WHITEHAVEN
CH/4/20/2394/HPAE	PRIOR NOTIFICATION FOR A REAR SUNROOM 68 CALDBECK ROAD, WHITEHAVEN
CH/4/20/2397/0F1	SINGLE STOREY REAR EXTENSION TO PROVIDE DISABLED ACCESSIBLE WET ROOM AND GROUND FLOOR BEDROOM 88 KIRKSTONE ROAD, MIREHOUSE, WHITEHAVEN
CH/4/20/2399/0A1	1 X FASCIA AT THE FRONT OF THE BUILDING READING SPAR, WHITEHAVEN AND 1 X FASCIA AT THE FRONT OF THE BUILDING READING CASH MACHINE SPAR STORES, MAIN STREET, HENSINGHAM, WHITEHAVEN
CH/4/20/2400/HPAE	PRIOR NOTIFICATION FOR A SINGLE STOREY REAR EXTENSION WITH FLAT ROOF MONTRACHET, HARRAS ROAD, WHITEHAVEN
CH/4/20/2405/0F1	INTERNAL ALTERATIONS AND COSMETIC REFURBISHMENT; NEW SLIDING DOORS TO REAR THE WATERFRONT, WEST STRAND, WHITEHAVEN
CH/4/20/2406/0L1	LISTED BUILDING CONSENT FOR INTERNAL ALTERATIONS AND COSMETIC REFURBISHMENT; NEW SLIDING DOORS TO REAR THE WATERFRONT, WEST STRAND, WHITEHAVEN
CH/4/20/2416/0F1	SIDE EXTENSION ABOVE EXISTING GARAGE AND REMOVE PORCH AND REBUILD GROUND FLOOR EXTENSION 5 PARK DRIVE, WHITEHAVEN
CH/4/20/2418/0F1	PROPOSED REAR KITCHEN EXTENSION AND DECKING TO GABLE 16 LOOP ROAD SOUTH, WHITEHAVEN

INTERIM INTERNAL AUDIT REPORT 2020-21

Purpose of the Report

To inform Councillors of the Interim Internal Audit recently carried out and to recommend actions in paragraph 2.0 hereof

1.0 INTRODUCTION

- 1.1 The Council's Interim Internal Audit was carried out on 28th September 2020 and a copy of the Interim Report is shown at Appendix 1.
- 1.2 The report makes observations and recommendations shown in paragraph 3 a) – e).

2.0 RECOMMENDATION

- 2.1 In respect of the recommendations made in 3 a) – e) of the Report it is recommended
 - a) That £150,000.00 be transferred from the current account into the deposit account.
 - b) Our existing Risk Assessment Policy (Financial and Operation) was last approved by full Council in September 2019 and is currently being revised in line with the Auditor's recommendation
 - c) That this be considered during the budget process for 2021/22 and thereafter
 - d) Interest has been expressed and although it is likely to be some time before the Council is in a position to let out office space nevertheless it would be prudent to draw up a Lease/Letting Agreement for future use and this will be presented to the Council for approval.
 - e) The adjustments will be made when setting the 2021-22 budget.

APPENDIX 1
ITEM 6
29/10/20

Mrs Julie Hartley, BA (Hons), IPFA, ILCA

~~Dovedale~~
~~Smithy Ho~~
~~WASTERTON~~
~~LA6 2RX~~

28th September 2020

Dear Town Council:

Whitehaven Town Council, Interim Audit 2020-21

1. I have completed the interim audit of financial systems and processes, in preparation for the 2020-21 Year End Accounts . My review and testing has followed the NALC recommendations for Internal Audit and has covered the following areas of internal control:
 - Standard of book-keeping and the cash book;
 - Expenditure controls and authorisation including payroll & pensions;
 - Bank Reconciliation;
 - Standing Orders & Financial Regulations;
 - Risk Management & Insurance;
 - Budgetary Control;
 - Income Control & VAT records.

2. From my sample testing and review of documentation, I can confirm that the Town Council's finances are, once again, very well administered and the work performed by the Trainee Assistant Town Clerk continues to be excellent. This is especially pleasing in such a challenging year for all involved in the public sector. Financial documentation is well organised and there are clear audit trails for expenditure and income. The following areas are very well administered:
 - The cash book is properly maintained and up to date;
 - VAT is claimed in full on a monthly basis;
 - The Payroll is well administered and payments of Tax and National Insurance made accurately and on-time to the HMRC as per taxation legislation. This also includes arrangements for pensions.
 - A 2020-21 budget has been prepared in advance of setting the parish precept.
 - The insurance policy with Zurich Municipal appears to cover all key areas of risk and assets held and a financial risk management policy is in place;
 - Arrangements for making transfers and payments from the Council's bank accounts are transparent and operate correctly with regard to authorisation signatories.
 - Income is properly accounted for.

3. I have the following observations and recommendations for the Council:
- a) The balance of funds on hand at the date of my audit amounted to £671,000. The majority of funds are held in the Council's current account. For reasons of security and investment income, there should be consideration given to transferring a suitable amount of funds into savings and managing the consequent cash flow.
 - b) The risk has been extended to include operational risks, but could be usefully expanded, especially to include those that concern health and safety on Council property (office building and allotments are examples). This could highlight some important changes or improvements to working practices and inspections.
 - c) The Town Council has taken on a substantial office building and its development and improvement over the coming years may utilise significant funds. I strongly recommend that the budget prepared from 2021-22 onwards is prepared over a 3 or 5 year time frame to enable longer term decisions and their financial impacts to be properly assessed.
 - d) I understand there are local groups already interested in potentially letting space in the new office building. It is important that the Town Council gives consideration to a lettings policy so that the Clerk will be in a position to administer requests in line with the Council's wishes.
 - e) The premises budget for this financial year is now out of date, given the office move which has taken place. I understand that the necessary adjustments will be made when setting the 2021-22 budget and full ongoing costs of the new building can be properly considered.

Yours faithfully,

Mrs Julie Hartley

FINANCIAL REPORT

Purpose of the Report

Members are asked to consider a list of invoices for authorisation and payment as shown at Appendix 1 and approve the recommendations in paragraphs 3.1 and 3.2.

1.0 INTRODUCTION

- 1.1 Authorise the payment of all invoices as listed in Appendix 1.
- 1.2 The Council is asked to note the cashbook as reconciled with the bank account as shown at Appendix 2 together with income and expenditure at Appendix 3.

2.0 FINANCIAL POSITION

- 2.1 The bank reconciliation was carried out on 22nd October 2020. This shows a balance of £362,813.67. There are however cheques to the value of £1265.00 still to be presented and cleared.
- 2.2 The balance in the deposit account is £294,431.97.

3.0 RECOMMENDATION

- 3.1 The invoices listed and shown in Appendix 1 be approved and authorised for payment.
- 3.2 The Cashbook (Appendix 2) and the Income and Expenditure (Appendix 3) be noted.

Invoices for Consideration by Whitehaven Town Council

Date	Supplier	Category	Detail	Total Amount	Power	Transaction
23.09.2020	E Moorhouse & Sons Ltd	3rd Party	0.9m3 ready pour concrete	£ 160.00	s4 Local Gov (Miscellaneous) act 1953	
25.09.2020	Glasdon UK Ltd	3rd Party	Topsy Royale bin	£ 216.47	s5 & s6, Litter Act 1983	
25.09.2020	Eden Springs (UK) Ltd	Supplies & Services	Environmental Levy	£ 1.60	s111 LGA 1972	
28.09.2020	Mrs Julie Hartley	Supplies & Services	Fee for carrying out a Interim Internal Audit	£ 250.00	s111 LGA 1972	
28.09.2020	Viking	Supplies & Services	10 x Lever Arch files	£ 30.34	s111 LGA 1972	
28.09.2020	Viking	Supplies & Services	5 x Box files	£ 24.44	s111 LGA 1972	
29.09.2020	Copeland Borough Council	Supplies & Services	Small Societies Lotteries Licence	£ 20.00	s7 Lotteries and Amusements Act 1976	
30.09.2020	Copeland Borough Council	Premises	Service Charge Civic Hall 24.03.2020 - 24.06.2020	£ 196.24	s111 LGA 1972	
30.09.2020	Copeland Borough Council	Premises	Rent at Civic Hall 24.03.2020 - 24.06.2020	£ 375.00	s111 LGA 1972	
01.10.2020	Copeland Borough Council	3rd Party	Grass Cutting Contract - October 2020	£ 1,892.65	s111 LGA 1972	
01.10.2020	Copeland Borough Council	3rd Party	Allotment & Pigeon Loft Maintenance Contract - October 2020	£ 696.53	s23 Allotments Act 1908	
01.10.2020	Copeland Borough Council	Employees & Allowances	Parks & Open Spaces Ranger Contract - October 2020	£ 3,247.92	s111 LGA 1972	
01.10.2020	Copeland Borough Council	Employees & Allowances	Parks & Open Spaces Assistant Ranger Contract - October 2020	£ 2,149.00	s111 LGA 1972	
01.10.2020	Copeland Borough Council	Supplies & Services	Commercial Waste collection 01.10.2020 - 31.12.2020	£ 15.20	s111 LGA 1972	
04.10.2020	Mrs V Gorley	Events	Cable Ties to secure Poppes on lamp posts for Remembrance Sunday	£ 9.00	s137 LGA 1972	
05.10.2020	Westcom IT Solutions	Supplies & Services	Annual charge from 25.10.2020 - 24.10.2021 for Azure Rights Management Premium, Office 365 Enterprise and Domain Hosting	£ 180.96	s111 LGA 1972	
09.10.2020	The Security Company (North West Ltd	Premises	To relocate Phoenix Neptune Safe from Civic Hall to 148 Queen Street	£ 1,170.00	s111 LGA 1972	
21.10.2020	Cumbria Media	Supplies & Services	Website maintenance - job no's 328 - 335, zoom support at council meetings	£ 194.00	s111 LGA 1972	

£ 10,829.35

INCOME 2020-21

Date	Item	Precept	Interest	Other
07.04.2020	HMRC - VAT Refund March			1395.38
15.04.2020	Allotment Rents 2020/2021			570.00
17.04.2020	Allotment Rents 2020/2021			80.00
22.04.2020	2020/2021 Precept	437769.52		
01.05.2020	Allotment Rents 2020/2021			100.00
15.05.2020	Allotment Rents 2020/2021			60.00
29.05.2020	Allotment Rents 2020/2021			120.00
04.06.2020	Hanging Basket Contribution			50.00
05.06.2020	Allotment Rents 2020/2021			70.00
22.06.2020	Allotment Rents 2020/2021			20.00
12.06.2020	HMRC - VAT Refund May			3574.04
06.07.2020	HMRC - VAT Refund April			770.92
08.07.2020	HMRC - VAT Refund June			251.26
13.07.2020	Allotment Rents 2020/2021			30.00
23.07.2020	NNDR Refund			211.16
23.07.2020	Allotment Rents 2020/2021			450.00
31.07.2020	Allotment Rents 2020/2021			360.00
11.08.2020	HMRC -VAT Refund July			3751.91
19.08.2020	Allotment Rents 2020/2021			250.00
10.09.2020	Allotment Rents 2020/2021			90.66
10.09.2020	West Cumbria Community Action Trust			600.00
11.09.2020	HMRC - VAT Refund August			2586.77
18.09.2020	CBC - Covid 19 Business Support Grant			10000.00
21.09.2020	NW Scrub Hub - Grant refunded			1600.00
07.10.2020	Allotment Rents 2020/2021			291.00
09.10.2020	HMRC - VAT Refund September			3121.00

437769.52	0.00	30404.10	468173.62
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**WHITEHAVEN TOWN COUNCIL
SUMMARISED INCOME & EXPENDITURE STATEMENT
FINANCIAL YEAR 2020-21**

Expenditure Net
of VAT Invoices not yet
processed Budget

BANK BALANCES BROUGHT FORWARD

CBS 53905917 (01.04.2020)	56,661.92
CBS 53906216 (01.04.2020)	297,911.86
TOTAL OPENING BALANCE	£ 354,573.78

INCOME:

Precept	437,769.52
Interest	
Other Income	30,404.10
TOTAL INCOME	£ 468,173.62

EXPENDITURE

Employees & Allowances	51889.97
Premises	11093.72
Supplies/Services	8782.93
3rd Party	4136.85
Grants	1000.00
Allotments	5218.24
Christmas	0.00
Markets	0.00
Community Plan	0.00
Ground Maintenance	9463.26
Civic Hospitality	0.00
Ranger	26984.58
Whitehaven In Bloom	8901.53
Ward Grants	14974.92
Elections	0.00
Environmental Improvements	0.00
Events	0.00
Contingencies	7880.76
Reserves	0.00
VAT (to be reclaimed)	14075.91
TOTAL EXPENDITURE	£ 163,286.87

CASH BOOK BALANCE

Brought forward	£ 354,573.78
Income	£ 468,173.62
Expenditure	£ 163,286.87
Town Council Funds	£ 659,460.53

BANK BALANCES

CBS 53905917 (22/10/2020)	362,813.67
CBS 53906216 (22/10/2020)	297,911.86
	£ 660,725.53

Unpresented Cheques 2020/2021

1,265.00

FINANCIAL POSITION

£ 659,460.53

Ranger and Assistant Ranger

Purpose of the Report and Recommendation

To inform Members of the costings received for the partnership arrangement with CBC for the provision of a Ranger and Assistant Ranger for 2021/22 and 2022/23 and to make decisions on the recommendations contained in paragraphs 2.1, 2.2 and 2.3

1.0 INTRODUCTION

- 1.1 The Council has had a Ranger working for us 3 days a week since 2018 and at the Council meeting on 25th April 2019 Members also agreed to extend this to include an Assistant Ranger for 3 days a week. This is a partnership between the Town Council and CBC and the arrangement has worked extremely well and the operatives are committed and provide an efficient and excellent service.
- 1.2 At the Council Meeting on 27th February 2020 it was resolved that the Council enter into a contract with CBC for the provision of a Ranger and Assistant Ranger on 3 days a week at a cost of £32,479.17 and £21,489.97 for 2020/21.
- 1.3 The Ranger and Assistant Ranger are employed full time by CBC and their services are contracted to the Council for 3 days a week with the remaining 2 days being spent on CBC work.
- 1.4 The Contracts Manager for Copeland has submitted 2 figures for each position – one for year 2021/22 and one for year 2022/23. (Shown at Appendix 1). The reason for this is that CBC's Contracts Manager is asking that the Council considers agreeing to use the services of the Ranger and Assistant Ranger for 2 years so as to give some continuity/security for the operatives and the service.
The costs are as follows

Ranger	2021/22	£33,254.35 exc VAT
	2022/23	£35,005.88 exc VAT
Assistant Ranger	2021/22	£21,990.27 exc VAT
	2022/23	£22,269.97 exc VAT

- 1.5 A breakdown of the above costs is shown at Appendix 2
- 1.6 Details of the service contracts are shown at Appendix 3. These are the same as previously agreed to by the Council and are designed to be flexible. The Ranger and Assistant Ranger work Mondays, Thursdays and Fridays for the Council. However occasionally due to circumstances these days can be “swopped” by agreement if requested by either the Town Council or CBC.

2.0 RECOMMENDATION

- 2.1 Members are requested to consider the information submitted by CBC’s contracts Manager and decide
- a) Whether the services of the Ranger and the Assistant Ranger be continued for 2021/22 at the costs shown in paragraph 1.4 above or
 - b) Whether the services of the Ranger and Assistant Ranger be continued for both 2021/22 and 2022/23 at the costs shown in 1.4 above
 - c) That if it is agreed that the services of the Ranger and Assistant Ranger continue to be used that the Council approve the service contracts shown at Appendix 3 and that the Chairman and Deputy Chairman be authorised to sign the service contracts on behalf of the Council.



APPENDIX 1
ITEM 8
29/10/20

Mrs Jewell
Whitehaven Town Council
The Civic Hall
Lowther Street
Whitehaven
Cumbria
CA28 7SH

5th October 2020

Our Ref. AC/AB/2021/46 - Ranger

Dear Mrs Jewell

Parks & Open Spaces Ranger – Whitehaven

I am pleased to receive your request to proceed with the provision of a Parks & Open Spaces Ranger from 1 April 2021 to 31st March 2022 operating on 3 days per week (Mon-Fri).

The Ranger role will carry out, support and co-ordinate a range of works and activities aimed at improving the quality of the local environment in Whitehaven town centre, by enhancing and working alongside (not replacing) existing services.

A detailed summary of the role is attached at Schedule 1 - Service Specification.

I confirm that the price for this years' service will be **£33,254.35 excluding vat.**

If you are happy for us to provide this service, please could you sign and return the confirmation slip attached.

If you have any queries, please do not hesitate to contact me.

Yours sincerely

A Clements

Alan Clements
Contracts Manager

openspaces@copeland.gov.uk



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Mrs Jewell
Whitehaven Town Council
The Civic Hall
Lowther Street
Whitehaven
Cumbria
CA28 7SH

5th October 2020

Our Ref. AC/AB/2021/47 - Assistant Ranger

Dear Mrs Jewell

Parks & Open Spaces Assistant Ranger – Whitehaven

I am pleased to receive your request to proceed with the provision of a Parks & Open Spaces Assistant Ranger from 1 April 2021 to 31st March 2022 operating on 3 days per week (Mon-Fri).

The Assistant Ranger role will work alongside the Ranger and carry out, support and co-ordinate a range of works and activities aimed at improving the quality of the local environment in Whitehaven town centre, by enhancing and working alongside (not replacing) existing services.

A detailed summary of the role is attached at Schedule 1 - Service Specification.

I confirm that the price for this years' service will be **£21,990.27 excluding vat.**

If you are happy for us to provide this service, please could you sign and return the confirmation slip attached.

If you have any queries, please do not hesitate to contact me.

Yours sincerely

A Clements

Alan Clements
Contracts Manager

openspaces@copeland.gov.uk



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Mrs Jewell
Whitehaven Town Council
The Civic Hall
Lowther Street
Whitehaven
Cumbria
CA28 7SH

5th October 2020

Our Ref. AC/AB/2022/46 - Ranger

Dear Mrs Jewell

Parks & Open Spaces Ranger – Whitehaven

I am pleased to receive your request to proceed with the provision of a Parks & Open Spaces Ranger from 1 April 2022 to 31st March 2023 operating on 3 days per week (Mon-Fri).

The Ranger role will carry out, support and co-ordinate a range of works and activities aimed at improving the quality of the local environment in Whitehaven town centre, by enhancing and working alongside (not replacing) existing services.

A detailed summary of the role is attached at Schedule 1 - Service Specification.

I confirm that the price for this years' service will be **£35,005.88 excluding vat.**

If you are happy for us to provide this service, please could you sign and return the confirmation slip attached.

If you have any queries, please do not hesitate to contact me.

Yours sincerely

A Clements

Alan Clements
Contracts Manager

openspaces@copeland.gov.uk



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Mrs Jewell
Whitehaven Town Council
The Civic Hall
Lowther Street
Whitehaven
Cumbria
CA28 7SH

5th October 2020

Our Ref. AC/AB/2022/47 - Assistant Ranger

Dear Mrs Jewell

Parks & Open Spaces Assistant Ranger – Whitehaven

I am pleased to receive your request to proceed with the provision of a Parks & Open Spaces Assistant Ranger from 1 April 2022 to 31st March 2023 operating on 3 days per week (Mon-Fri).

The Assistant Ranger role will work alongside the Ranger and carry out, support and co-ordinate a range of works and activities aimed at improving the quality of the local environment in Whitehaven town centre, by enhancing and working alongside (not replacing) existing services.

A detailed summary of the role is attached at Schedule 1 - Service Specification.

I confirm that the price for this years' service will be **£22,269.97 excluding vat.**

If you are happy for us to provide this service, please could you sign and return the confirmation slip attached.

If you have any queries, please do not hesitate to contact me.

Yours sincerely

A Clements

Alan Clements
Contracts Manager

openspaces@copeland.gov.uk

Item	Current Cost Ranger - 2020/21	Current Cost Ass. Ranger - 2020/21	Proposed Cost for 3 Day / Week Ranger 2021/22	Proposed Cost for 3 Day / Week Ranger 2022/23	Proposed Cost for 3 Day Assistance Ranger 2021/22	Proposed Cost for 3 Day Assistance Ranger 2022/23
Staffing Related						
Resource salary with all on costs 3 days	£20,002.17	£17,412.97	Note new pay & grading position: Charge at Grade 2, SCP 25 = £18.2533 per hours (salary incl on costs) Based on 3 day: 21.6 hours x £18.2533 = £394.27 x 52 weeks = £20,502.04 per annum	Note new pay & grading position: Charge at Grade 2, SCP 26 = £19.5602 per hours (salary incl on costs) Based on 3 day: 21.6 hours x £19.5602 = £422.50 x 52 weeks = £21,970 per annum	Note new pay & grading position: Charge at Grade 1, SCP 19 = £15.8902 per hours (salary plus on costs) Based on 3 day: 21.6 hours x £15.8902 = £343.23 x 52 weeks = £17,847.96 per annum	Note new pay & grading position: Charge at Grade 1, SCP 19 = £16.079 per hours (salary plus on costs) - includes 2.5% salary increase Based on 3 day: 21.6 hours x £16.079 = £347.31 x 52 weeks = £18,060.12 per annum
Specialised training	1,500	1500	1,500.00	1,500.00	1,500.00	1,500.00
Generic training	Provided by CBC	Provided by CBC	Provided by CBC	Provided by CBC	Provided by CBC	Provided by CBC
Personal Protective clothing and equipment including branding of CBC/WTC	550	550	566.50	583.50	566.50	583.50
Delivery Requirements						
Annual vehicle, fuel and vehicle maintenance	7,000	Covered by Ranger	7,210.00	7,426.30	Covered by Ranger	Covered by Ranger
Tools and equipment (Annual)	700	700	721.00	742.63	721.00	742.63
Waste disposal (Annual costs based on removal of green waste/litter picks)	1,800	400	1,800.00	1,800.00	400.00	400.00
Accommodation and H&S support	Provided by CBC	Provided by CBC	Provided by CBC	Provided by CBC	Provided by CBC	Provided by CBC
Management costs	Provided by CBC	Provided by CBC	Provided by CBC	Provided by CBC	Provided by CBC	Provided by CBC
Back office Administration costs (quarterly report, work programming and responding to enquiries and complaints)	927	927	954.81	983.45	954.81	983.45
Communication and Marketing	Provided by CBC and WTC	Provided by CBC & WTC	Provided by CBC & WTC	Provided by CBC & WTC	Provided by CBC and WTC	Provided by CBC and WTC
3 Day Resource Annual Total Cost	£32,479.17	£21,489.97	£33,254.35	£35,005.58	£21,990.27	£22,269.97



APPENDIX 3
ITEM 8
29/10/20

Grounds Maintenance – From Copeland Borough Council

Terms and Conditions of Service

1. Application/Definitions

- 1.1. These terms and conditions shall apply for the provision of a Parks & Open Spaces Ranger by the supplier to the client.
- 1.2. In these terms and conditions the following expressions have the following meanings.

2. Business Day

- 2.1. A day excluding Bank Holidays on which Banks generally are open for the transaction of normal Banking business, and when scheduled Grounds Maintenance visits to the clients' premises will be undertaken.

3. The Client

- 3.1. Means any individual, firm, public body or corporate body which purchases services from the supplier.

4. Commencement Date

- 4.1. The date of commencement of the services as stated in the services specification, as agreed with the client.

5. Services

- 5.1. The service to be provided by the supplier to the client as set out in Services Specification.

6. The Supplier

- 6.1. Copeland Borough Council

7. The Service

- 7.1. With effect from the date of commencement the supplier shall, in consideration of the fees being paid in accordance with the terms of payment, will provide the services expressly identified in the Services Specification or otherwise agreed.

8. Price

- 8.1. The client agrees to pay the fees in accordance with the terms of payment, in addition the supplier shall be entitled to recover from the client his reasonable incidental expenses for materials used, and for third party goods and services supplied in connection with the provision of services.
- 8.2. The price agreed with the client prior to the commencement of the services, will remain as specified in the quotation/contract.



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9. Payment

- 9.1. All payments required to be made pursuant to these terms and conditions shall be made within 30 days of the relevant invoice, unless agreed otherwise, by BACS/Cheque in cleared funds without any set off, withholding or deduction.
- 9.2. Any client wishing to make a late payment must arrange this with the supplier at their earliest convenience, failure to do so may incur late payment fees. Statutory late payment fees will be applied from the 30th day from the date of the first invoice.

10. Variations/Amendments

- 10.1. If the client wishes to vary any details of the service the client must notify the supplier in writing as soon as possible. The supplier shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the client.

11. Liability

- 11.1. The supplier shall not be liable to the client nor be deemed to in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the supplier's obligations if the delay or failure was due to any cause beyond the supplier's reasonable control, (such as severe bad weather).
- 11.2. It is very important and the sole responsibility of the client to ensure the supplier is made aware of any special statutory bylaws, conditions, permissions that may be involved.
- 11.3. The supplier will not accept responsibility/liability for any damage to (or cost involved with) any undergrounds hazards, obstructions, or services not made known in writing or apparent visual inspection.
- 11.4. The supplier undertakes to insure its activities against all risks whilst engaged on the clients site, a copy of the suppliers public and employees liability insurance document is available to the client upon request.

12. Miscellaneous

- 12.1. The supplier reserves the right to change the contents of these terms and conditions at any given time, and in doing so, will inform the client in writing of any such changes/amendments to these terms and conditions.

13. Cancellation

- 13.1. If for any reason(s) the client wishes to cancel the Services, then the client must give the supplier 28 days' notice in writing, in advance of the client's intention to cancel. The supplier reserves the right to invoice the client a maximum of 2 full months' charges for any cancellation of service of less than 28 days.

14. Copyright

- 14.1. The supplier reserves all copyright and any other rights (if any) in the products or in connection with the provision of the supplier's services. The supplier reserves the right to take such action that may be appropriate to prevent infringement of such copyright.



SCHEDULE 1

SERVICES SPECIFICATION

For the provision of a Parks & Open Spaces Ranger

- Copeland Borough Council (CBC) will supply an Open Spaces Ranger on 3 days per week between Monday and Friday to carry out, support and co-ordinate grounds maintenance works and activities to improve the quality of the local environment in Whitehaven Town Centre by enhancing and working alongside (not replacing) existing services already provided by Copeland Borough Council.
- The Ranger will operate on 3-days per week, primarily on Fridays, Mondays and Tuesdays, however this will be subject to change, and mutually agreed, depending upon service priorities and demands.
- The Ranger will be managed by Alan Clements (Contracts Manager) and work to the Ranger Job Profile (copy already supplied). Line management may be delegated to a Stand-in Supervisor.
- CBC will aim to provide the same person to carry out the duties agreed with Whitehaven Town Council to maintain consistency and continuity, including the building of knowledge and relationships, but reserves the right to change personnel to meet other operational demands.
- CBC will meet regularly with the Town Clerk to agree a forward schedule of meetings and to develop and review a work plan for the Ranger.
- The work of the Ranger will focus initially on Whitehaven Town centre area, although occasional support to other local areas may be required, e.g. to support a local event or a community initiative.
- CBC will endeavour to provide a replacement member of staff when the Ranger is absent, however, depending upon staffing levels this may not always be possible. CBC will, however, work closely with Whitehaven Town Council to plan and co-ordinate working times and absences due to annual leave or other circumstances.
- The key tasks to be designed and delivered through a lone working Ranger role will enhance existing core service delivery and not replace existing services. Such tasks may include:
 - Grounds maintenance works e.g. grass cutting, weed control, planting, watering
 - Enhanced street / open space cleaning at problem hot spots and/or to provide more intensive cleaning, e.g. removal of cigarette litter
 - Cleaning / wiping of street furniture e.g. litter bins, ashtrays, seats, signs, bollards etc.
 - Identifying, reporting and co-ordinating environmental issues / service needs with other CBC core services & Whitehaven Town Council
 - Supporting the gathering of information for enforcement activity / response
- The Ranger will regularly complete a proforma to record activities undertaken, issues requiring the attention of others (including other CBC core services) and to record outcomes, including successes or other new ideas/suggested approaches to improving the quality of the local environment.



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- Service requests or complaints about services provided by CBC will continue to be reported through Copeland Direct or direct with CBC service areas.
- CBC and Whitehaven Town Council will work together to develop a joint communications plan to promote the initiative and provide regular updates on the benefits from the investment

SCHEDULE 2

PAYMENTS

For the provision of Grounds Maintenance Services

A total sum of **£33,254.35** excluding VAT shall be paid to the Supplier for the performance of the Services.

The days worked shall be agreed between the parties in advance of them being worked.

All payments required to be made pursuant to the terms and conditions provided shall be made within 30 days of the relevant invoice, unless agreed otherwise, by BACS or Cheque in cleared funds without any set off, withholding or deduction.



Grounds Maintenance – From Copeland Borough Council

Terms and Conditions of Service

1. Application/Definitions

- 1.1. These terms and conditions shall apply for the provision of a Parks & Open Spaces Ranger by the supplier to the client.
- 1.2. In these terms and conditions the following expressions have the following meanings.

2. Business Day

- 2.1. A day excluding Bank Holidays on which Banks generally are open for the transaction of normal Banking business, and when scheduled Grounds Maintenance visits to the clients' premises will be undertaken.

3. The Client

- 3.1. Means any individual, firm, public body or corporate body which purchases services from the supplier.

4. Commencement Date

- 4.1. The date of commencement of the services as stated in the services specification, as agreed with the client.

5. Services

- 5.1. The service to be provided by the supplier to the client as set out in Services Specification.

6. The Supplier

- 6.1. Copeland Borough Council

7. The Service

- 7.1. With effect from the date of commencement the supplier shall, in consideration of the fees being paid in accordance with the terms of payment, will provide the services expressly identified in the Services Specification or otherwise agreed.

8. Price

- 8.1. The client agrees to pay the fees in accordance with the terms of payment, in addition the supplier shall be entitled to recover from the client his reasonable incidental expenses for materials used, and for third party goods and services supplied in connection with the provision of services.
- 8.2. The price agreed with the client prior to the commencement of the services, will remain as specified in the quotation/contract.

9. Payment

- 9.1. All payments required to be made pursuant to these terms and conditions shall be made within 30 days of the relevant invoice, unless agreed otherwise, by BACS/Cheque in cleared funds without any set off, withholding or deduction.



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9.2. Any client wishing to make a late payment must arrange this with the supplier at their earliest convenience, failure to do so may incur late payment fees. Statutory late payment fees will be applied from the 30th day from the date of the first invoice.

10. Variations/Amendments

10.1. If the client wishes to vary any details of the service the client must notify the supplier in writing as soon as possible. The supplier shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the client.

11. Liability

11.1. The supplier shall not be liable to the client nor be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the supplier's obligations if the delay or failure was due to any cause beyond the supplier's reasonable control, (such as severe bad weather).

11.2. It is very important and the sole responsibility of the client to ensure the supplier is made aware of any special statutory bylaws, conditions, permissions that may be involved.

11.3. The supplier will not accept responsibility/liability for any damage to (or cost involved with) any undergrounds hazards, obstructions, or services not made known in writing or apparent visual inspection.

11.4. The supplier undertakes to insure its activities against all risks whilst engaged on the clients site, a copy of the suppliers public and employees liability insurance document is available to the client upon request.

12. Miscellaneous

12.1. The supplier reserves the right to change the contents of these terms and conditions at any given time, and in doing so, will inform the client in writing of any such changes/amendments to these terms and conditions.

13. Cancellation

13.1. If for any reason(s) the client wishes to cancel the Services, then the client must give the supplier 28 days' notice in writing, in advance of the client's intention to cancel. The supplier reserves the right to invoice the client a maximum of 2 full months' charges for any cancellation of service of less than 28 days.

14. Copyright

14.1. The supplier reserves all copyright and any other rights (if any) in the products or in connection with the provision of the supplier's services. The supplier reserves the right to take such action that may be appropriate to prevent infringement of such copyright.

SCHEDULE 1

SERVICES SPECIFICATION



For the provision of a Parks & Open Spaces Assistant Ranger

- Copeland Borough Council (CBC) will supply an Open Spaces Assistant Ranger on 3 days per week between Monday and Friday to carry out, support and co-ordinate grounds maintenance works and activities to improve the quality of the local environment in Whitehaven Town Centre by enhancing and working alongside (not replacing) existing services already provided by Copeland Borough Council.
- The Assistant Ranger will operate on 3-days per week, primarily on Fridays, Mondays and Tuesdays, however this will be subject to change, and mutually agreed, depending upon service priorities and demands.
- The Assistant Ranger will be managed by Alan Clements (Contracts Manager) although line management may be delegated to a Stand-in Supervisor.
- CBC will aim to provide the same person to carry out the duties agreed with Whitehaven Town Council to maintain consistency and continuity, including the building of knowledge and relationships, but reserves the right to change personnel to meet other operational demands.
- CBC and will meet regularly with the Town Clerk to agree a forward schedule of meetings and to develop and review a work plan for the Ranger/Assistant Ranger.
- The work of the Assistant Ranger will focus initially on Whitehaven Town centre area, although occasional support to other local areas may be required, e.g. to support a local event or a community initiative.
- CBC will endeavour to provide a replacement member of staff when the Assistant Ranger is absent, however, depending upon staffing levels this may not always be possible. CBC will, however, work closely with Whitehaven Town Council to plan and co-ordinate working times and absences due to annual leave or other circumstances.
- The key tasks to be designed and delivered through the Ranger role will enhance existing core service delivery and not replace existing services. Such tasks may include:
 - Grounds maintenance works e.g. grass cutting, weed control, planting, watering
 - Enhanced street open space cleaning at problem hot spots and/or to provide more intensive cleaning, e.g. removal of cigarette litter
 - Cleaning / wiping of street furniture e.g. litter bins, ashtrays, seats, signs, bollards etc.
 - Identifying, reporting and co-ordinating environmental issues / service needs with other CBC core services & Whitehaven Town Council
 - Supporting the gathering of information for enforcement activity / response
- Service requests or complaints about services provided by CBC will continue to be reported through Copeland Direct or direct with CBC service areas.
- CBC and Whitehaven Town Council will work together to develop a joint communications plan to promote the initiative and provide regular updates on the benefits from the investment



SCHEDULE 2

PAYMENTS

For the provision of Grounds Maintenance Services

A total sum of **£21,990.27** excluding VAT shall be paid to the Supplier for the performance of the Services.

The days worked shall be agreed between the parties in advance of them being worked.

All payments required to be made pursuant to the terms and conditions provided shall be made within 30 days of the relevant invoice, unless agreed otherwise, by BACS or Cheque in cleared funds without any set off, withholding or deduction.



Grounds Maintenance – From Copeland Borough Council

Terms and Conditions of Service

1. Application/Definitions

- 1.1. These terms and conditions shall apply for the provision of a Parks & Open Spaces Ranger by the supplier to the client.
- 1.2. In these terms and conditions the following expressions have the following meanings.

2. Business Day

- 2.1. A day excluding Bank Holidays on which Banks generally are open for the transaction of normal Banking business, and when scheduled Grounds Maintenance visits to the clients' premises will be undertaken.

3. The Client

- 3.1. Means any individual, firm, public body or corporate body which purchases services from the supplier.

4. Commencement Date

- 4.1. The date of commencement of the services as stated in the services specification, as agreed with the client.

5. Services

- 5.1. The service to be provided by the supplier to the client as set out in Services Specification.

6. The Supplier

- 6.1. Copeland Borough Council

7. The Service

- 7.1. With effect from the date of commencement the supplier shall, in consideration of the fees being paid in accordance with the terms of payment, will provide the services expressly identified in the Services Specification or otherwise agreed.

8. Price

- 8.1. The client agrees to pay the fees in accordance with the terms of payment, in addition the supplier shall be entitled to recover from the client his reasonable incidental expenses for materials used, and for third party goods and services supplied in connection with the provision of services.
- 8.2. The price agreed with the client prior to the commencement of the services, will remain as specified in the quotation/contract.



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9. Payment

- 9.1. All payments required to be made pursuant to these terms and conditions shall be made within 30 days of the relevant invoice, unless agreed otherwise, by BACS/Cheque in cleared funds without any set off, withholding or deduction.
- 9.2. Any client wishing to make a late payment must arrange this with the supplier at their earliest convenience, failure to do so may incur late payment fees. Statutory late payment fees will be applied from the 30th day from the date of the first invoice.

10. Variations/Amendments

- 10.1. If the client wishes to vary any details of the service the client must notify the supplier in writing as soon as possible. The supplier shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the client.

11. Liability

- 11.1. The supplier shall not be liable to the client nor be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the supplier's obligations if the delay or failure was due to any cause beyond the supplier's reasonable control, (such as severe bad weather).
- 11.2. It is very important and the sole responsibility of the client to ensure the supplier is made aware of any special statutory bylaws, conditions, permissions that may be involved.
- 11.3. The supplier will not accept responsibility/liability for any damage to (or cost involved with) any undergrounds hazards, obstructions, or services not made known in writing or apparent visual inspection.
- 11.4. The supplier undertakes to insure its activities against all risks whilst engaged on the clients site, a copy of the suppliers public and employees liability insurance document is available to the client upon request.

12. Miscellaneous

- 12.1. The supplier reserves the right to change the contents of these terms and conditions at any given time, and in doing so, will inform the client in writing of any such changes/amendments to these terms and conditions.

13. Cancellation

- 13.1. If for any reason(s) the client wishes to cancel the Services, then the client must give the supplier 28 days' notice in writing, in advance of the client's intention to cancel. The supplier reserves the right to invoice the client a maximum of 2 full months' charges for any cancellation of service of less than 28 days.

14. Copyright

- 14.1. The supplier reserves all copyright and any other rights (if any) in the products or in connection with the provision of the supplier's services. The supplier reserves the right to take such action that may be appropriate to prevent infringement of such copyright.



SCHEDULE 1

SERVICES SPECIFICATION

For the provision of a Parks & Open Spaces Ranger

- Copeland Borough Council (CBC) will supply an Open Spaces Ranger on 3 days per week between Monday and Friday to carry out, support and co-ordinate grounds maintenance works and activities to improve the quality of the local environment in Whitehaven Town Centre by enhancing and working alongside (not replacing) existing services already provided by Copeland Borough Council.
- The Ranger will operate on 3-days per week, primarily on Fridays, Mondays and Tuesdays, however this will be subject to change, and mutually agreed, depending upon service priorities and demands.
- The Ranger will be managed by Alan Clements (Contracts Manager) and work to the Ranger Job Profile (copy already supplied). Line management may be delegated to a Stand-in Supervisor.
- CBC will aim to provide the same person to carry out the duties agreed with Whitehaven Town Council to maintain consistency and continuity, including the building of knowledge and relationships, but reserves the right to change personnel to meet other operational demands.
- CBC will meet regularly with the Town Clerk to agree a forward schedule of meetings and to develop and review a work plan for the Ranger.
- The work of the Ranger will focus initially on Whitehaven Town centre area, although occasional support to other local areas may be required, e.g. to support a local event or a community initiative.
- CBC will endeavour to provide a replacement member of staff when the Ranger is absent, however, depending upon staffing levels this may not always be possible. CBC will, however, work closely with Whitehaven Town Council to plan and co-ordinate working times and absences due to annual leave or other circumstances.
- The key tasks to be designed and delivered through a lone working Ranger role will enhance existing core service delivery and not replace existing services. Such tasks may include:
 - Grounds maintenance works e.g. grass cutting, weed control, planting, watering
 - Enhanced street / open space cleaning at problem hot spots and/or to provide more intensive cleaning, e.g. removal of cigarette litter
 - Cleaning / wiping of street furniture e.g. litter bins, ashtrays, seats, signs, bollards etc.
 - Identifying, reporting and co-ordinating environmental issues / service needs with other CBC core services & Whitehaven Town Council
 - Supporting the gathering of information for enforcement activity / response
- The Ranger will regularly complete a proforma to record activities undertaken, issues requiring the attention of others (including other CBC core services) and to record outcomes, including successes or other new ideas/suggested approaches to improving the quality of the local environment.



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- Service requests or complaints about services provided by CBC will continue to be reported through Copeland Direct or direct with CBC service areas.
- CBC and Whitehaven Town Council will work together to develop a joint communications plan to promote the initiative and provide regular updates on the benefits from the investment

SCHEDULE 2

PAYMENTS

For the provision of Grounds Maintenance Services

A total sum of **£35,005.88** excluding VAT shall be paid to the Supplier for the performance of the Services.

The days worked shall be agreed between the parties in advance of them being worked.

All payments required to be made pursuant to the terms and conditions provided shall be made within 30 days of the relevant invoice, unless agreed otherwise, by BACS or Cheque in cleared funds without any set off, withholding or deduction.



Grounds Maintenance – From Copeland Borough Council

Terms and Conditions of Service

1. Application/Definitions

- 1.1. These terms and conditions shall apply for the provision of a Parks & Open Spaces Ranger by the supplier to the client.
- 1.2. In these terms and conditions the following expressions have the following meanings.

2. Business Day

- 2.1. A day excluding Bank Holidays on which Banks generally are open for the transaction of normal Banking business, and when scheduled Grounds Maintenance visits to the clients' premises will be undertaken.

3. The Client

- 3.1. Means any individual, firm, public body or corporate body which purchases services from the supplier.

4. Commencement Date

- 4.1. The date of commencement of the services as stated in the services specification, as agreed with the client.

5. Services

- 5.1. The service to be provided by the supplier to the client as set out in Services Specification.

6. The Supplier

- 6.1. Copeland Borough Council

7. The Service

- 7.1. With effect from the date of commencement the supplier shall, in consideration of the fees being paid in accordance with the terms of payment, will provide the services expressly identified in the Services Specification or otherwise agreed.

8. Price

- 8.1. The client agrees to pay the fees in accordance with the terms of payment, in addition the supplier shall be entitled to recover from the client his reasonable incidental expenses for materials used, and for third party goods and services supplied in connection with the provision of services.
- 8.2. The price agreed with the client prior to the commencement of the services, will remain as specified in the quotation/contract.

9. Payment

- 9.1. All payments required to be made pursuant to these terms and conditions shall be made within 30 days of the relevant invoice, unless agreed otherwise, by BACS/Cheque in cleared funds without any set off, withholding or deduction.



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9.2. Any client wishing to make a late payment must arrange this with the supplier at their earliest convenience, failure to do so may incur late payment fees. Statutory late payment fees will be applied from the 30th day from the date of the first invoice.

10. Variations/Amendments

10.1. If the client wishes to vary any details of the service the client must notify the supplier in writing as soon as possible. The supplier shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the client.

11. Liability

11.1. The supplier shall not be liable to the client nor be deemed to in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the supplier's obligations if the delay or failure was due to any cause beyond the supplier's reasonable control, (such as severe bad weather).

11.2. It is very important and the sole responsibility of the client to ensure the supplier is made aware of any special statutory bylaws, conditions, permissions that may be involved.

11.3. The supplier will not accept responsibility/liability for any damage to (or cost involved with) any undergrounds hazards, obstructions, or services not made known in writing or apparent visual inspection.

11.4. The supplier undertakes to insure its activities against all risks whilst engaged on the clients site, a copy of the suppliers public and employees liability insurance document is available to the client upon request.

12. Miscellaneous

12.1. The supplier reserves the right to change the contents of these terms and conditions at any given time, and in doing so, will inform the client in writing of any such changes/amendments to these terms and conditions.

13. Cancellation

13.1. If for any reason(s) the client wishes to cancel the Services, then the client must give the supplier 28 days' notice in writing, in advance of the client's intention to cancel. The supplier reserves the right to invoice the client a maximum of 2 full months' charges for any cancellation of service of less than 28 days.

14. Copyright

14.1. The supplier reserves all copyright and any other rights (if any) in the products or in connection with the provision of the supplier's services. The supplier reserves the right to take such action that may be appropriate to prevent infringement of such copyright.

SCHEDULE 1

SERVICES SPECIFICATION



For the provision of a Parks & Open Spaces Assistant Ranger

- Copeland Borough Council (CBC) will supply an Open Spaces Assistant Ranger on 3 days per week between Monday and Friday to carry out, support and co-ordinate grounds maintenance works and activities to improve the quality of the local environment in Whitehaven Town Centre by enhancing and working alongside (not replacing) existing services already provided by Copeland Borough Council.
- The Assistant Ranger will operate on 3-days per week, primarily on Fridays, Mondays and Tuesdays, however this will be subject to change, and mutually agreed, depending upon service priorities and demands.
- The Assistant Ranger will be managed by Alan Clements (Contracts Manager) although line management may be delegated to a Stand-in Supervisor.
- CBC will aim to provide the same person to carry out the duties agreed with Whitehaven Town Council to maintain consistency and continuity, including the building of knowledge and relationships, but reserves the right to change personnel to meet other operational demands.
- CBC and will meet regularly with the Town Clerk to agree a forward schedule of meetings and to develop and review a work plan for the Ranger/Assistant Ranger.
- The work of the Assistant Ranger will focus initially on Whitehaven Town centre area, although occasional support to other local areas may be required, e.g. to support a local event or a community initiative.
- CBC will endeavour to provide a replacement member of staff when the Assistant Ranger is absent, however, depending upon staffing levels this may not always be possible. CBC will, however, work closely with Whitehaven Town Council to plan and co-ordinate working times and absences due to annual leave or other circumstances.
- The key tasks to be designed and delivered through the Ranger role will enhance existing core service delivery and not replace existing services. Such tasks may include:
 - Grounds maintenance works e.g. grass cutting, weed control, planting, watering
 - Enhanced street open space cleaning at problem hot spots and/or to provide more intensive cleaning, e.g. removal of cigarette litter
 - Cleaning / wiping of street furniture e.g. litter bins, ashtrays, seats, signs, bollards etc.
 - Identifying, reporting and co-ordinating environmental issues / service needs with other CBC core services & Whitehaven Town Council
 - Supporting the gathering of information for enforcement activity / response
- Service requests or complaints about services provided by CBC will continue to be reported through Copeland Direct or direct with CBC service areas.
- CBC and Whitehaven Town Council will work together to develop a joint communications plan to promote the initiative and provide regular updates on the benefits from the investment



SCHEDULE 2

PAYMENTS

For the provision of Grounds Maintenance Services

A total sum of **£22,269.97** excluding VAT shall be paid to the Supplier for the performance of the Services.

The days worked shall be agreed between the parties in advance of them being worked.

All payments required to be made pursuant to the terms and conditions provided shall be made within 30 days of the relevant invoice, unless agreed otherwise, by BACS or Cheque in cleared funds without any set off, withholding or deduction.

Grass Cutting

Purpose of the Report and Recommendation

To inform Members of the existing grass cutting contract with Copeland Borough Council and to consider the list of areas being cut and whether or not the list be extended to cover other areas before quotations are sought for 2021

1.0 INTRODUCTION

- 1.1 The Council has a contract with CBC to cut those areas of grass listed on Appendix 1 attached hereto on 12 occasions from April 2020 to September 2020.
- 1.2 Every year the Council asks for quotations from local contractors to carry out this work. All quotations received are reported to Council for decision.

2.0 RECOMMENDATION

- 2.1 Before quotations are sought members are asked to consider if there are any areas that should be included on the list before quotations are sought and having considered this to recommend that quotations are sought from local contractors to provide this service.

Whitehaven Town Council - Grass Cutting 2020/2021

Area

Verge from Firestation to Alma Bank Road
Carlton Drive to Thornton Road
End Of Carlton Drive
Thornton Road Entrance
Verges along Thornton Road
Greenlands Avenue
Ashleigh Place
Hillcrest Avenue
Tower Hill
Victoria Road verge
Rannerdale Drive junctions
Crossfield Road, Bransty verges
Area next to St Gregorys and St Patricks school
Verges along Whinlatter Road
Yewbarrow Close - Bank
Whinlatter road - Large Bank
Wastwater Road entrance
Monkway Bungalows, junction of Monkway Brow
Verge next to Monkway Cottages
Corner Harbour View/High Road
Mirehouse Road verge
Sandwith Village Green
Toll Bar
Toll Bar to Pelican verge
Pocket Park, Bransty
Highfield Road - opposite Jericho play area
Cleator Moor Road Verge - Whitehaven
Corner at start of Foxhouses Road
Springfield Avenue (Highfield Court)
Springbank Junction
Wordworth Road Junction
Richmond Hill to Homewood verge
Bottom of Lincoln Road junction
Station Road - Coach Road junction
Corner of Winston Drive off Main Street Hensingham
Substation at junction of Homewood and Sneckyeat Road
Cambridge Road - Garage Site
Victoria Road left side up to junction with Elizabeth Crescent
Banks near Bransty School overlooking New Road
Far end of Jubilee Road (on to Red Lonning)
Jubilee Road beside Rascals nursery
Balmoral Road - top end where the foorpath is
Balmoral Road - in front of No's 135 & 169
Carlton Drive - next to no 33 where the beck leads to Thornton Road
Verges on Cross Lane
Cross Lane/Jericho Road corners

Jericho Road car park
Verges on Highfields
Corner of Highfields/Woodlands Avenue
Area outside no 5 Lansdowne Grove
Verges at Standings Rise
Area outside St Gregory and St Patrick's School
Top of Castle Park next to Castle Park Lodge
Outside Valley School near the Cattle Arch
Bleng Avenue for the end of Foxhouses Road and ending at the junction with Esk Avenue
Footpath leading to Maple Grove behind the verge at Bleng Avenue
Footpath leading from Bleng Avenue to Calder Avenue
Footpath to the left after going through the Cattle Arch and leading to Valley Junior School entrance
Verge opposite South Row, Kells from the shop to the bottom
Land adjacent to Greenbank Community Centre

Contract for Maintenance of Allotments and Pigeon Loft Sites

Purpose of the Report and Recommendation

To inform Members of the Council for the maintenance of allotment and pigeon loft sites and to recommend that quotations are sought for the provision of this service in 2021/2022

1.0 INTRODUCTION

- 1.1 The Council has a contract with CBC for 2020/2021 for the maintenance of allotments and pigeon loft sites. The services carried out are shown at Appendix 1.
- 1.2 Every year the Council invites quotes from local contractors for the provision of this service. All quotations received are reported to Council for decision.

2.0 RECOMMENDATION

- 2.1 That Members recommend that quotations are sought from local contractors for the maintenance of allotments and pigeon loft sites based on Appendix 1 for the year 2021/2022

APPENDIX 1

The list of services required to be undertaken at the allotment sites and pigeon loft sites are: -

- Carry out pathway maintenance four times yearly to ensure good access for tenants such maintenance to include grass cutting provided that this obligation shall not require the Service Provider to put the pathways into a better condition that they are at the date of the agreement;
- Carry out hedge maintenance annually;
- Carry out ongoing reactive and preventative maintenance to maintain/improve allotments to a desired standard provided that this obligation shall not require the Service Provider to put the allotments or pigeon lofts into a better condition than they are at the date of the agreement;
- Maintain perimeter fencing and site security in its existing condition at the date hereof;
- Repair water supplies as and when necessary;
- Maintain access/parking areas in their condition at the date hereof;
- Removal of any fly tipping on site;
- Removal of any compost (leaf mould) on site;
- Maintain any signage on site in its existing condition at the date hereof;
- Provide a schedule of works clearly itemizing when works would be carried out;
- Provide monthly reports to Whitehaven Town Council to include Health and Safety

**RECOMMENDATIONS FROM POLICY AND RESOURCES AND
FINANCE COMMITTEE**

Purpose of the Report and Recommendation

To consider the recommendations made by the Policy and Resources and Finance Committee on 15th October 2020.

1.0 INTRODUCTION

1.1 At the meeting of the Policy and Resources and Finance Committee on 15th October 2020 the Committee considered a Finance report including budget monitoring figures and it was proposed by Councillor O’Kane and seconded by Councillor Hayes that the following recommendations be made to Council:

- a) That the Finance Report and the Budget Monitoring figures be noted and approved and
- b) That it was recognised that due to covid there was an estimated underspend on the budget and that this should be left for 4 weeks for Councillors to consider possible projects for the Parish of Whitehaven and then reported back to the appropriate Council Meeting.

There was unanimous agreement to these recommendations and it was

RESOLVED – That the recommendations in a) and b) above be referred to full Council for approval

1.2 Following a discussion on Councillor Ward Grants at the Council Meeting on 24th September 2020 it was resolved that the item be moved to a Meeting of the Policy and Resources and Finance Committee for discussion and then make recommendations to the Annual Meeting. The Committee considered a report and discussed the issue of Councillor Ward Grants. The Chairman went through the Councillor Ward Grant Guidelines and proposed some small amendments. Councillor O’Kane and Councillor Maudling also suggested some amendments around feedback forms, bank accounts and publicity. These were agreed by the Committee. All of

these recommendations as per the resolution at full Council on 24th September 2020 will be presented to the Annual Meeting of the Council for decision.

2.0 RECOMMENDATION

- 2.1** That the council considers the recommendations made in 1.1 above for approval and notes 1.2

UPDATE ON FOOTWAY LIGHTING

Purpose of the Report and Recommendation

To consider the present position on Footway Lighting and to formulate a response to CBC and also to agree the answers in the feedback form

1.0 INTRODUCTION

- 1.1 The Council considered a report from CBC on Footway Lighting at the full Council Meeting on 30/07/20 where it was resolved that no further action be taken until detailed information was received from CBC. (copy report at Appendix1).
- 1.2 The Council has received a further Footway Lighting Consultation and feedback form for completion and return (Shown at Appendix 2). A set of plans showing the locations of the footway lighting is shown at Appendix 3.
- 1.3 The position has changed slightly since the last report in that following some further research by CBC, the number of identified footway lighting that need a sustainable funding solution in Whitehaven's area has reduced from 55 to 49 and CBC is asking the Council to enter into a Management Agreement with them in order to safeguard those 49 footway lights in our area.
Other local Councils have had larger reductions in footway lights – Frizington has reduced from 83 to 2; St Bees has reduced from 50 to 6 and Millom from 144 to 11.
- 1.4 The terms of this Management Agreement with CBC are
 - i. To pay to CBC an Annual Charge of £4,185.58 which is broken down as £10.42 per light per year in respect of the Testing Fee for future testing (£510.58 per year); Management /Administration of £33.00 per light per year (£1,1617.00); Electricity costs of £42.00 per light per year (£2,085.00 per year).

- ii. That outwith the Annual Charge of £4,185.58 the Council will pay CBC for any repairs, materials or any other unplanned work which may be required to the footway lighting at some future point. CBC will obtain costings for each repair as they arise and ask each Town and Parish to agree and fund these accordingly. Repairs that are not funded may result in the light being discontinued.
- 1.5 Information has been sought from CBC on various matters including costings which are shown in the emails attached at Appendix 4.
- 1.6 From this it would appear that it would not be possible to budget effectively for this at the moment because
- i. The testing and condition survey of the lights has not been carried out yet so it is not known what repairs are necessary and therefore how much these would cost
 - ii. There is no information as to the cost of repairs carried out to any of the 49 lights in recent years
 - iii. Only 5 of the lights are LED and CBC has not made any plans to upgrade the lights to LED and no costings have been carried out for this.
 - iv. The underground cables are not being tested and I have been informed of some underground cabling that is broken
 - v. A draft Management Agreement has not been received
- 1.7 CALC has been contacted about this and their advice is that the Council should obtain clear details of where each light is situated and consider whether it is a light which is needed and that only when the Council is satisfied that the light is needed and cannot be transferred to a third party – usually the CCC or a Housing Association – should the Council consider entering into any Agreement.
- 1.8 Allerdale BC have deferred any decision on footway lighting in their area until 2021/22 for 2 reasons:
- 1. The covid 19 emergency has severely delayed the timescales they were hoping to work to and site surveys and site meetings within the parishes were unable to take place and
 - 2. With the real prospect of Local Government reorganisation in the next couple of years they thought it would be prudent to await the outcome of any re-organisation particularly as all lights may come under one Authority.

2.0 RECOMMENDATION

- 2.1 That Members consider the report and formulate a response to CBC and also agree the answers to be put in the feedback form.

APPENDIX 2
ITEM 12
29/10/20

Dear Clerk,

Footway Lighting Consultation

I would like to thank the many Town and Parish Councils who have engaged with and responded to our consultation on foot way lighting. The feedback received has helped us to further develop our proposals on achieving a sustainable footway lighting solution, and I am now able to provide you with the following update and proposal.

Electricity Charges

This was an important dual aspect of the potential transfer cost, and during this consultation process the Council has been committed to securing a better deal and reduce costs through its procurement process. I am pleased to report that significant progress has now been made on sourcing a more cost effective energy supplier for footway lighting. We are now engaged in transferring to a new supplier and expect the energy costs per lighting unit to be reduced from £66.30 per light to approx. £42 per light.

Lighting Inventory

We are continuing to work through feedback received on the lighting inventory and to update this accordingly. In addition, we have identified 160 lights that should be transferred to third party land owners. Our Legal team are now actively working to manage and complete this transfer as soon as possible.

Lights in Highway Locations

Many of you have responded in support of our proposal to seek to transfer lighting located in a highway setting to Cumbria County Council (CCC). We have identified 787 lights in this category and will soon write to CCC with the objective of seeking to negotiate the full transfer of these lighting assets to them. This will likely be a lengthy and complex exercise but we will update you when further progress has been made.

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Electrical / Visual Structural Tests

From a recent market testing exercise we have determined that it will cost circa £65 per light to carry out an electrical and visual structural test. This will include a condition report to identify any basic or major repairs needed. We will invest in rolling programme of testing and will commence work shortly to invite suitable contractors to tender for this work.

Remaining Footway Lighting

The summary effect of extensive background and research work completed by the Council in recent months, in conjunction with taking on board respondent comments received, means that there is a large proportion of identified lighting that can be potentially transferred to others, and therefore the remaining lighting inventory in each Town and Parish Council has reduced significantly from that initially anticipated and communicated. For Whitehaven Town Council this means that there are **49** footway lights that need a sustainable funding solution and would require to be budgeted for, initially, in the 2021/22 precept.

Given the programme of investment on testing, the savings to be realised on energy costs and the reduced number of lights in each Town and Parish Council area, we now seek your support in asking you to enter a management agreement with Copeland Borough Council to safeguard the future of the remaining footway lighting assets in your area. Subject to finalising charges with our providers for electricity and testing, we estimate the following annual charge:

Original number of footway lights	55
Revised number of footway lights	49
Annual Charge per unit	£85.42

Total Annual Charge **£4185.58**

The above annual charge will cover: energy costs, management and administration, and will include a small annual levy for the next electrical and visual testing report due in 6 years' time.

The annual levy charge **excludes** any repairs, materials or any other unplanned works which may be required at a future point in time. We propose that we will obtain costings for each repair as they arise and ask each Town & Parish



Council to agree and fund these accordingly. Repairs that are not funded may result in the light being discontinued.

We have aimed to develop a proposal as fairly and collaboratively as possible whilst understanding local priorities and needs. We now ask you to consider this revised proposal along with your budget setting for 2021/22, and hope that we will be able to work together on securing a sustainable footway lighting solution for your area.

Once you have the opportunity to consider this proposal, I invite you to use the enclosed feedback form and return this to our Parks & Open Spaces team direct at openspaces@copeland.gov.uk

Should you require further information please do not hesitate contact our Open Spaces Officer, Clare Taylorson on 01946 593031 or e-mail: openspaces@copeland.gov.uk

I look forward to receiving your feedback and support.

Sarah Pemberton
Director of Corporate Services and Commercial Strategy

Encl.
Feedback Form

Page 5b

Copeland Borough Council
Footway Lighting Feedback



Thank you for taking the time to consider our revised proposals outlined in the attached letter.

We now seek your support in asking you to enter a management agreement with Copeland Borough Council to safeguard the future of the remaining footway lighting assets in your area, and invite you to indicate your response and provide feedback below:

Town/ Parish Council Name:	
Your Name:	

1. With the reduced number of lights in your area would you be receptive to funding the footway lights in your area?

2. With the new estimated costs outlined in the attached letter would you be willing to enter into an agreement with Copeland Borough Council to manage and maintain the remaining footway lighting in your area?

3. Please provide any other feedback you feel is pertinent at this time.

Whitehaven Town Council

From: Clare Taylorson <Clare.Taylorson@copeland.gov.uk>
Sent: 02 October 2020 15:30
To: Whitehaven Town Council
Cc: OpenSpaces
Subject: Whitehaven Footway lights
Attachments: 49 Lights.pdf; Bransty H2 224 225.pdf; Greenbank fairy path.pdf; Homewood Road.pdf; Leathwaite.pdf; Moresby Parks path.pdf; Mount pleasant, Fan House, Market place.pdf; Patterdale footpath.pdf; Rutland Ave.pdf; The Crescent H4 H5 H6.pdf

Good Afternoon Marlene,

Thank you for your email. Please find below responses to your questions. I have also attached a list and location maps for the 49 lights.

1. Electrical/ Visual Structural Tests – I take it that this means that Copeland will pay for the electrical and visual structural tests on all the 49 lights identified in Whitehaven and that the results of this will be available to the Council in order for them to make an informed decision.
Copeland Borough Council is currently preparing a programme of testing which will begin shortly in car park locations.
I confirm that we will soon tender for a further programme of works to allow us to test Town /Parish Council lights. I confirm that CBC will be funding this next round of testing.
2. Can you please confirm when Copeland last carried out electrical and visual tests on the 49 lights and what the tests revealed. No testing has taken place over the last 5 year period. We do not currently hold records for periods beyond that time. All lights are due testing which as stated above we will soon be tendering for.
3. Can you please supply details of the cost of all repair works carried out to the 49 lights in the last 5 years
I regret that the information requested has not been stored in a format that would allow us to provide this in the way you require. We work on consolidated billing and not itemised billing with our contractor.
4. Can you please let me have a copy of the proposed Management Agreement.
There is no current finalised Management agreement document in place. We are currently working with our legal team on the production of this.
5. Can you please let me have a copy of the breakdown of the Total Annual Charge of £4185 into its component parts of energy costs, management and administration and the amount of the annual levy for the next electrical and visual testing report due in 6 years' time.

Estimated costs:

Electricity costs: £42 per year per light / £2058 per year

Testing fee for future testing: £10.42 per year per light / £510.58 per year

Management / Administration: £33 per year per light / £1617 per year

Total: £4185.58 per year

If you require any further information please do not hesitate to contact me.

Kind regards

Clare Taylorson

Open Spaces Officer

Whitehaven Commercial Park, Moresby parks
Whitehaven, Cumbria, CA28 8YD

email clare.taylorson@copeland.gov.uk
phone 01946 593031



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From: Whitehaven Town Council <Clerk@whitehaventowncouncil.co.uk>
Sent: 24 September 2020 08:31
To: Anne Bell <Anne.Bell@copeland.gov.uk>
Subject: RE: Footway Lighting

WARNING: External email, think before you click!
Please report any suspicious email to our [IT Helpdesk](#)

Hello Anne

Thank you for the Footway Lighting Consultation.

This will be referred to a Council Meeting in October 2020 but in the meanwhile I have a number of questions please:

1. Electrical/ Visual Structural Tests – I take it that this means that Copeland will pay for the electrical and visual structural tests on all the 49 lights identified in Whitehaven and that the results of this will be available to the Council in order for them to make an informed decision.
2. Can you please confirm when Copeland last carried out electrical and visual tests on the 49 lights and what the tests revealed.
3. Can you please supply details of the cost of all repair works carried out to the 49 lights in the last 5 years
4. Can you please let me have a copy of the proposed Management Agreement.
5. Can you please let me have a copy of the breakdown of the Total Annual Charge of £4185 into its component parts of energy costs, management and administration and the amount of the annual levy for the next electrical and visual testing report due in 6 years' time.

I look forward to hearing from you.

Regards

Marlene

From: Anne Bell <Anne.Bell@copeland.gov.uk>
Sent: 23 September 2020 09:46
To: Whitehaven Town Council <Clerk@whitehaventowncouncil.co.uk>
Subject: Footway Lighting

Good Morning

Please find attached letter regarding the Footway Lighting Consultation. I have also attached a feedback form.

Whitehaven Town Council

From: Clare Taylorson <Clare.Taylorson@copeland.gov.uk>
Sent: 12 October 2020 07:30
To: Whitehaven Town Council
Cc: OpenSpaces; James Hunter
Subject: FW: Whitehaven Footway lights

Good morning Marlene,

Thank you for your email. Please see below responses to your questions.

1. What is the timescale for the testing of the 49 lights please.
At present there are no confirmed time scales as the consultation process is still being undertaken. We will need to tender for this type of works and aim to put packages of works together based on locations.
2. I understand that CBC will be funding the testing costs but not any repair/maintenance costs identified by those tests but can you please confirm.
We confirm that CBC will only undertake the cost of testing at this time. No other decisions have been made going forward.
3. Will the Council be given a copy of the test results and the likely cost of any repairs identified.
Yes, with the intended and requested collaborative approach agreed, we will share the results of all testing and specified repairs for your area.
4. I understand that you receive consolidated billing from your contractor on a monthly or quarterly basis for the repair to the lights but somewhere on the invoice/paperwork there must details of which lights have been repaired and the cost.
Invoices only outline the costing for the month it is not itemised. Only emergency call outs show as separate items
5. Do you have a timescale of when the Management Agreement is likely to be available?
At yet there is no confirmed timescale for the Management agreement.
6. How many of the 49 lights are LED. I ask this because the energy costs will be different between ordinary lights and LED lights – LED lights are cheaper to run and therefore more cost effective.
5 lights are noted to have Led bulbs. Copeland is on an unmetered charge at present so no breakdown is available for individual lights.
7. Is it CBC's intention to fund the conversion of all lights to LED prior to any management arrangement being entered into. If not would the Council then be expected to pay for this should CBC decide to upgrade the lights to LED at some point and how much is this likely to cost.
At present CBC has not made any plans to upgrade any lights to LED. No costing exercises have been carried out at this stage.
8. I assume all of the 49 lamps are connected via underground cables and assume that most of these will belong to CBC. Will CBC be carrying out any sort of inspection on these cables? And would this Council be responsible for any necessary repairs to these because as I understand it they will be private cables until they connect into the mains and any fault which occurs on the private section will be the responsibility of CBC..
No plans have been made to carry out inspections on any ground work cables. It is rare that a fault occurs as a result of underground cabling. Any past issues in this manner have been as a result of wires being damaged from street works and have been paid for by the 3rd party who have damaged wires.

Please do not hesitate to contact me if you have any further questions.

Kind regards

Clare Taylorson

Open Spaces Officer

Whitehaven Commercial Park, Moraby parks
Whitehaven, Cumbria. CA28 8YD

email: clare.taylorson@copeland.gov.uk
phone 01946 593031



Proud of our past. Energised for our future.

From: Whitehaven Town Council <Clerk@whitehaventowncouncil.co.uk>
Sent: 07 October 2020 11:08
To: Clare Taylorson <Clare.Taylorson@copeland.gov.uk>
Subject: RE: Whitehaven Footway lights

WARNING: External email, think before you click!
Please report any suspicious email to our [IT Helpdesk](#)

Hello Claire

Thank you for the information. I have a few more questions please.

1. What is the timescale for the testing of the 49 lights please.
2. I understand that CBC will be funding the testing costs but not any repair/maintenance costs identified by those tests but can you please confirm.
3. Will the Council be given a copy of the test results and the likely cost of any repairs identified.
4. I understand that you receive consolidated billing from your contractor on a monthly or quarterly basis for the repair to the lights but somewhere on the invoice/paperwork there must details of which lights have been repaired and the cost.
5. Do you have a timescale of when the Management Agreement is likely to be available?
6. How many of the 49 lights are LED. I ask this because the energy costs will be different between ordinary lights and LED lights – LED lights are cheaper to run and therefore more cost effective.
7. Is it CBC's intention to fund the conversion of all lights to LED prior to any management arrangement being entered into. If not would the Council then be expected to pay for this should CBC decide to upgrade the lights to LED at some point and how much is this likely to cost.
8. I assume all of the 49 lamps are connected via underground cables and assume that most of these will belong to CBC. Will CBC be carrying out any sort of inspection on these cables? And would this Council be responsible for any necessary repairs to these because as I understand it they will be private cables until they connect into the mains and any fault which occurs on the private section will be the responsibility of CBC..

I look forward to hearing from you.

Regards

Marlene

Page 61

Should you require any further information please do not hesitate to contact the Open Spaces team on openspaces@copeland.gov.uk

Kind Regards

Park & Open Spaces Team

For grounds maintenance enquiries or service requests you can also contact our team direct at openspaces@copeland.gov.uk

Copeland Borough Council, Whitehaven Commercial Park, Moresby Parks, Whitehaven Cumbria CA28 8YD. Tel: 01946 598300. Fax: 01946 59 2525. www.copeland.gov.uk, info@copeland.gov.uk



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Working to improve lives, communities and the prosperity of Copeland



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THE WEST CUMBRIA GUIDE

Purpose of the Report and Recommendation

To consider and make a decision on advertising in the West Cumbria Guide for 2021/22

1.0 INTRODUCTION

- 1.1 At the Council Meeting on 29th August November 2019 the Council resolved to take 6 1/2 page advertisements in the West Cumbria Guide for 2020 for the Dec/Jan, Feb-March, April-May, June-July, Aug-Sept and Oct-Nov editions at a cost of £2,970.00 plus any art work to a maximum of £196.00. This advertising was due to end with the Oct-Nov edition.
- 1.2 An email has been received from the West Cumbria Guide (shown at Appendix 1) to inform the Council as follows:
- Due to lockdown publishing was paused and they have therefore rolled over the adverts so that no-one is left out of pocket. The Council's contract was due to end in November 2020 and this has now been extended into 2021 with our last advert due in the March 2021 edition.
 - Last year the cost was £2,970.00 plus £196.00 for the artwork and the West Cumbria Guide have confirmed that the price will remain the same for next year 2021 ie, April-May, June-July, Aug-Sept, Oct-Nov, Dec-Jan, Feb-Mar
 - A full page would cost £3,570.00

2.0 RECOMMENDATION

- 2.1 That the council considers whether or not to place adverts in the West Cumbria Guide in 2021 and if so whether it should be a full or half page.

APPENDIX 1
ITEM 14
29/10/20

Whitehaven Town Council

From: Stephen James Murphy <stephen@theguidemediagroup.com>
Sent: 19 October 2020 14:53
To: Whitehaven Town Council
Subject: Re: Stephen Cumbria Guide

Hi Vanessa,

Hope you are good...

The prices quoted are correct.

It's a Covid Deal, the price for Full Pages will be going up in January...

Book and Pay before January and that's you guys saving a few quid, quite a lot really.

If you want to book Full Pages then do try and come back to me before Jan 1st or let me know and at your earliest convenience and they will be billed accordingly.

Many thanks

On Mon, Oct 19, 2020 at 2:39 PM Whitehaven Town Council <Clerk@whitehaventowncouncil.co.uk> wrote:

Hello Spud

Marlene has asked me to confirm that the price for 6 x full page spreads is £3570.00 as contained in this email thread as last year the price quoted was £4137.00.

Regards

Vanessa

From: Ste Murphy <stephen@theguidemediagroup.com>
Sent: 07 October 2020 16:46
To: Whitehaven Town Council <Clerk@whitehaventowncouncil.co.uk>
Subject: Re: Stephen Cumbria Guide

Hi Marlene,

The price will be the same with the extra editorial which we feature at no extra cost.

Whitehaven Town Council

From: Ste Murphy <stephen@theguidemediagroup.com>
Sent: 07 October 2020 16:46
To: Whitehaven Town Council
Subject: Re: Stephen Cumbria Guide

Hi Marlene,

The price will be the same with the extra editorial which we feature at no extra cost.

It would run from April 2021 - until March - 2022.

No mad rush, however prices may increase by the time we get to March next year.

If booking prior, your prices are as set out and guaranteed.

Many Thanks

Spud

On Wed, Oct 7, 2020 at 8:18 AM Whitehaven Town Council <Clerk@whitehaventowncouncil.co.uk> wrote:

Hello Spud

Is the price you have stated for last year be the same for advertising in 2021/22 - 6 x half pages £2970 plus £196 artwork?

To confirm that this will run from April 2021 to March 2022.

Regards

Vanessa

From: Ste Murphy <stephen@theguidemediagroup.com>
Sent: 06 October 2020 16:49
To: Whitehaven Town Council <Clerk@whitehaventowncouncil.co.uk>
Subject: Stephen Cumbria Guide

Whitehaven Town Council

From: Whitehaven Town Council
Sent: 07 October 2020 08:19
To: Ste Murphy
Subject: RE: Stephen Cumbria Guide

Hello Spud

Is the price you have stated for last year be the same for advertising in 2021/22 - 6 x half pages £2970 plus £196 artwork?

To confirm that this will run from April 2021 to March 2022.

Regards

Vanessa

From: Ste Murphy <stephen@theguidemediagroup.com>
Sent: 06 October 2020 16:49
To: Whitehaven Town Council <Clerk@whitehaventowncouncil.co.uk>
Subject: Stephen Cumbria Guide

Hi Marlene,

Great to catch up as per.

As discussed, due to Lockdown we paused publishing for a spell.

As a consequence our Advertisers did not feature during the Summer Months, therefore we have rolled over Adverts so as to ensure no one is left out of pocket.

Where your initial contract was due to end in November, this now means that this is extended into 2021 with the last Advert due to feature in our March edition.

We hope you have been satisfied with our input and output and hope to continue working with you during these testing times.

A lot of companies like yourselves will be planning well ahead for a successful year and we hope that you will consider working with us once again in the future.

Last year the cost was 6 x Half Page £2970.00 plus £196.00 art work design.
Alternatively a Full Page would cost for 6 Full pages £3570.00
All prices subject to vat where applicable.

As you are aware we have merged our magazines, The West Cumbria Guide and our Carlisle Guide and are distributing The Cumbria Guide across West Cumbria, North Cumbria and over to Penrith ensuring our Advertisers are now reaching further afield yet maintaining a heavy presence in West Cumbria.

Again, we are there to support you guys via our Social media platforms and our websites along the way.

If you would like to Book the above then please let me know at your earliest convenience.

Many Thanks and thank you for your support during these crazy times.

Warm regards

Stephen

--

What do our Advertisers Say.

*"Top quality free magazine. fantastic company to deal with.
5* recommended. wish more company's were like this x"*

Jennifer Nichol Cathedral Antiques Carlisle

"I've had more people come into the shop mentioning this piece in @thecumbriaguide (Carlisle edition) than anything else that I have ever done in my career, absolutely chuffed to bits with the response"

David from Ashbridge & Brown at Treasury Court

"Absolutely brilliant, brought people to my shop from out of the area"

Tanya Textures Keswick

"One of the best forms of local advertising we have come across, I would recommend any business to give it a try"

Mark Vollers The Lake District Coast Aquarium, Maryport

Stephen Murphy

Managing Director, Owner, Proprietor, Chief Idiot, General Dogs Body.

www.cumbriaguide.co.uk

Tel: 01946 448001

Facebook [@cumbriaguide](https://www.facebook.com/cumbriaguide)

The Guide Media Group publishers of The West Cumbria Guide & The Carlisle Guide

CREATIVE DESIGN SOLUTIONS | WEB | PUBLISHING | PRINT

ALLOTMENT REPORT

Purpose of the Report

To update Members on Whitehaven Town Council owned allotments and to approve the recommendations contained within the report.

1.0 INTRODUCTION

The Town Council own and manage 4 Allotment Sites within the Parish of Whitehaven.

2.0 PRESENT POSITION

- 2.1 Due to the Coronavirus pandemic, the Town Council have been unable to hold an Allotment Advisory Group meeting with the Site Reps or the sitting Councillors on the group (Councillors Rayson, Gill and E Dinsdale), however the Site Reps have been able to contact the staff by e-mail or telephone.
- 2.2 At the time of writing this report we currently have one full plot and one-half plots vacant at Crow Park.
- 2.3 We are actively seeking new tenants to take on these plots.
- 2.4 There are currently 50 people on the waiting list with an average waiting time of 2+ years.
- 2.5 Skips were delivered to Crow Park and Midgey sites on 19.10.2020 and to Cartgate and Sneckyeat sites on 26.10.2020
- 2.6 The tenant of plot 33 Crow Park reported to the Council that his crops had been destroyed by deer who had accessed the site from the neighbouring woodland. Copeland Borough Council are responsible for the boundary fence and have since repaired the fence where the deer's were accessing the allotment site. Due to the damage caused by the deer, the tenant is requesting a rent-free period for this financial year. The tenant is charged £40 per year for this plot This request was emailed to members of the Allotment Advisory Group on 11.08.2020. Councillor Gill, Councillor Rayson and

Councillor E Dinsdale responded to say they had no objection to this request and are recommending that the tenant is granted a rent-free period for 2020/2021.

- 2.7 Plot 27 Crow Park has recently been let after a long period of non-occupancy.
The new tenant has informed the Council that the ground is waterlogged due to surface water from the car park running down onto the land.
The tenant was offered an alternative plot but has asked if he could continue to work this plot as he has a disabled daughter and she would not be able to access the other available plots. To solve the problem the tenant has indicated that he would like to build some raised beds and has asked if the Town Council would be prepared to pay for some topsoil to fill these beds. This would cost approx. £120.
The tenant is also seeking permission to plant some small fruit trees as per paragraph 2.4.3 and 2.12 of the tenancy agreement.
These fruit trees can grow to approx. 1.5m tall, but are easily removed should the tenant terminate their tenancy in future. This request was e-mailed to members of the Allotment Advisory Group on 11.05.2020. Councillor Gill, Councillor Rayson and Councillor E Dinsdale have no objections to this request and are recommending that the top soil is purchased and that permission is granted to the tenant to plant small fruit trees on the plot.

3.0 RECOMMENDATION

- Members are asked to note the information at 2.1 – 2.5, and approve the recommendations at 2.6 and 2.7.

Remembrance Sunday

Purpose of the Report

To inform Members of the arrangements for Remembrance Sunday 2020.

1.0 INTRODUCTION

- 1.1 Each year, the Town Council in partnership with the Royal British Legion and members of the Clergy organise the annual Remembrance Sunday Parade and Service.
- 1.2 Due to Coronavirus, the decision has been taken to cancel the usual parade and service. A press release (shown at Appendix 1) has been sent to Newsquest and CBC and has also been shared on the Town Council's website and Facebook page. Arrangements will be made to send to local radio stations too.
- 1.3 A short wreath laying service will take place at the War Memorial in Castle Gardens (Appendix 2) with a limited number of invited guests.
- 1.4 We are asking Members of the Public not to attend but to pay their respects at home and to observe the two minutes silence on their doorsteps.
- 1.5 A pre-recorded 'Whitehaven Act of Remembrance' created and edited by Revd. Robert Jackson will be uploaded to the Town Council website and Facebook page and shared to other organisations to upload to their various social media platforms on the morning of Remembrance Day. This will last approx. 30-40 minutes and will include hymns, prayers, readings and interviews.
- 1.6 Councillor O'Kane has agreed to donate £150.00 to the Poppy Appeal from the Mayoral Allowance.

2.0 RECOMMENDATION

- 2.1 That the information contained within the report is noted.



REMEMBRANCE SUNDAY 2020

It is with regret that Whitehaven Town Council is not able to organise the annual civic parade for Remembrance Day this year due to current government COVID-19 restrictions.

The Council has consulted participants and organisations normally involved in the parade and church service and the consensus was that the health and safety of the public was paramount.

It is important to the Town Council to still mark Remembrance Day to pay respects to those who have lost their lives in conflict.

A socially distanced wreath laying ceremony will take place at the War Memorial in Castle Park on Sunday 8th November 2020. The Last Post will be played and two minutes silence will be observed. Revd. Robert Jackson will conduct prayers followed by the Reveille being played.

A 'Whitehaven Service of Remembrance' edited by Revd. Robert Jackson will feature members of the clergy, local schools, the Royal British Legion and will include hymns, readings and interviews. This service will be pre-recorded and uploaded to the Town Council's website and Facebook page as well as being shared with other organisations social media platforms.

To ensure track and trace is managed properly we are encouraging members of the public not to attend as per Government advice, but to pay their respects at home and observe the two minutes silence on their doorsteps and to watch the pre-recorded Whitehaven Service of Remembrance.



REMEMBRANCE SUNDAY – 8TH NOVEMBER 2020
ACT OF REMEMBRANCE
WAR MEMORIAL – CASTLE PARK, WHITEHAVEN

Please be aware the canon will be fired twice.

- 10:45am Arrive
- 10:50am Bible reading and prayer – Revd. Robert Jackson
- 10:57am The Exhortation read by a Royal British Legion Representative.
- 10:58am The Last Post will be sounded, during which the Standards are lowered.
- 11:00am Canon fired followed by “Two Minutes Silence”.
- 11:02am Canon fired.
Reveille will be sounded – Martin Ivison
The Kohima Epitaph is read.
- 11:05am Placing of wreaths.
Wreaths will be placed on the cenotaph in the following order:
- Deputy Lord Lieutenant
 - Royal British Legion Representative
 - Armed Forces Representative
 - Mayor of Whitehaven Town Council
 - Elected Mayor of Copeland
 - Member of Parliament
- 11:06am Revd. Jackson will say a prayer for the Queen followed by the Blessing.
- 11:07am The National Anthem (PA)
- Depart

Christmas Closing

Purpose of the Report and Recommendation

To consider Christmas closing for the Council's office

1.0 INTRODUCTION

- 1.1 The Council's offices is normally closed between Christmas and New Year. This year Christmas day is on a Friday and it is proposed that the office closes at lunch time on Christmas Eve and reopens on Monday 4th January 2021

2.0 RECOMMENDATION

- 2.1 That the office closes at lunch time on Thursday 24th December 2020 and reopens on Monday 4th January 2021.

Grass Cutting in Cemeteries

Purpose of the Report

To consider a request from CBC to continue to contribute to the maintenance of Whitehaven and Hensingham Cemeteries and to consider the recommendation in paragraph 2.1.

1.0 INTRODUCTION

- 1.1 At a Full Council meeting held on 29th August 2019 the Council resolved to continue funding 4 extra grass cuts at Whitehaven and Hensingham Cemeteries in 2020/2021 at a cost of £15,540.
- 1.2 This has continued to result in great improvements and public satisfaction with the cemeteries. The improvements with the additional cuts can be seen in the photographs attached to the Parks and Open Spaces Contracts Manager's Report at Appendix 1.
- 1.3 A request has been received from Copeland Borough Council (see Parks and Open Spaces Contracts Manager's Report at Appendix 1) for this arrangement to continue and has submitted 2 figures – one for 2021/2022 and 2022/2023. The reason for this is that CBC's Parks and Open Spaces Contracts Manager is asking that the Council considers agreeing to fund for 2 years to give continuity to the service being provided.

The costs are as follows:

2021/2022	£15,913.50 + VAT
2022/2023	£16,390.91 + VAT

- 1.4 The Council has power to contribute towards the maintenance of cemeteries under the Local Cemeteries order 1977.

2.0 RECOMMENDATION

- 2.1 That the Council considers making a contribution to CBC to provide for 4 extra grass cuts in Whitehaven and Hensingham Cemeteries on 2021/2022 at a cost of £15,913.50 + VAT and for 2022/2023 at a cost of £16,390.91 + VAT, which is agreed would be factored into the Budgets for 2021/2022 and 2022/2023.

Whitehaven and Hensingham Cemetery Maintenance – September 2020

This report provides an update on grass cutting and other maintenance/improvements at Whitehaven & Hensingham Cemeteries in 2020.

Background

- In 2018 the Elected Mayor of Copeland, Mike Starkie, held two public meetings in response to complaints received about the standards of grass cutting at Whitehaven Cemetery and damages to memorabilia on graves
- At these meetings the Mayor and Officers listened carefully to concerns raised by residents and the Parks & Open Spaces Manager explained the resources available for grass cutting and how this work was delivered by the team
- CBC committed to reviewing its operations and to implement a range of improvements to address the concerns raised
- Concerns raised by the public were discussed with the Mayor of Whitehaven during regular partnership working meetings between Copeland Borough Council and Whitehaven Town Council. WTC agreed to work in partnership with CBC to help address some of the concerns by contributing funding annually for additional grass cutting
- CBC committed to continue its work to refresh the Council's Management Rules for Cemeteries with the aim of producing clearer guidance on the personalisation of graves

Updates on the 2020 Maintenance Season

- This year, through our service reprioritisation in response to Covid-19, the Parks team has provided a particular focus and given priority to ensuring that our open cemeteries and grounds at Distington Hall are regularly maintained as we support bereaved families at this difficult time
- Through the investment from Whitehaven Town Council we continue to maintain an improved standard of grass cutting and maintenance at Whitehaven and Hensingham cemeteries, with the previous 3 weekly cycle of cutting now achieved closer to a two weekly cycle (subject to weather and ground conditions)
- The additional investment from Whitehaven Town Council has allowed us to continue to base one seasonal Gardener on site in Whitehaven with this role dedicated to grass cutting in the more regularly visited sections of the cemetery (Wards 7 & 8), and to manage operations around the placements of floral tributes where this can impede grass cutting works. The Gardener's work here is supported by the wider Parks team when required
- The site-based Gardener continues to be appreciated by visitors to the cemetery and allows customer enquiries / issues to be resolved quickly
- Through the increased frequency of grass cutting, much reduced volumes of grass clippings result which continues to address a concern that had been raised previously by residents
- CBC has recognised the improvements that have been achieved through a site based worker at both cemeteries, as with last year, has committed to extending the Gardeners contract over the winter period to support the winter works programme where good progress continues to be made with controlling vegetation around the cemetery boundaries and throughout the cemetery
- Overall this year's programme of works has continued to improve the appearance of the cemetery with greater public satisfaction and reduced complaints

- CBC reviewed and updated its cemetery management rules and new signage has been installed at the cemetery entrances to promote the key messages
- New Public Spaces Protection Orders are now in place requiring all dogs to be on leads when in cemeteries

Other Planned Improvements for 2020/21

- A winter works programme is being prepared to continue to manage overgrown vegetation, shrubs and trees.
- Seek continued funding support from WTC to maintain current frequency of grass cutting for 2021 to 2022

Resources Required for 2021 and beyond

- Continued funding to maintain the increased frequency of grass cutting (April – Sept). To support a sustainable appointment of the seasonal gardener a two year contract is proposed based on the following prices:

2021: £15,913.50

2022: £16,390.91

Photos of Whitehaven Cemetery Site Visit 2020 and Examples of Maintenance Standards





