



SHAVINGTON
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**Shavington-cum-Gresty Council
Parish Council meeting**

Main Road,
Shavington, Crewe
CW2 5DP

www.shavingtononline.co.uk

27 January 2022

To: **Members of the Shavington-cum-Gresty Parish Council**

Dear Councillor,

You are summoned to attend the meeting of the Shavington-cum-Gresty Parish Council to be held at **7:30PM** on **Wednesday 2 February** at **Shavington-cum-Gresty Village Hall, 159 Main Rd, Shavington, CW2 5DP**.

Please note: any members of the public that wish to attend, please register with the clerk by emailing clerk@shavingtononline.co.uk by 3pm on Wednesday, 2 February 2022

Your sincerely,

Simona Garnero
Parish Clerk

AGENDA

1	To receive and consider apologies for absence
2	To note declarations of Members' interests
3	To confirm and sign the minutes of the Shavington-cum-Gresty Council Meetings hold on 1 December 2021 (attached)
4	Public Participation <i>A period not exceeding 20 minutes for members of the public to ask questions or submit comments</i>
5	To receive a report from the Village Beat Manager (attached)

6	To receive an update on Cheshire East Council's plans affecting the Parish Council from Cllr Marren (CEC) (attached)
7	To consider making a comment to Cheshire East Council's proposal of pedestrian toucan crossing in Rope Lane, Shavington (attached)
8	<p>To receive and consider updates from Committee Chairs in relation to meetings held since the previous Shavington-cum-Gresty Parish Council meeting on 1 December or any items arisen since then:</p> <p><u>Committee:</u> Community and Environment Committee <u>Chair:</u> Councillor K Gibbs</p> <p><u>Committee:</u> Village Hall Committee <u>Chair:</u> Cllr McIntyre</p> <p><u>Committee:</u> Environment and Recreation Committee (Minutes attached) <u>Chair:</u> Councillor Ferguson Meeting held 17 January 2022 Items for consideration:</p> <ul style="list-style-type: none"> i. that following the meeting with the Allotment Holders, a recommendation is made to the Parish Council to review the Allotment Policy as follows: <ul style="list-style-type: none"> a. Clause 3.14 <i>"Tenants are permitted to use the main water system only while their plot is being attended."</i> b. Clause 4.5 <i>"The Council will assist security by providing boundary fences and/or hedges, with lockable access gates at every site. Every tenant will be provided with an access gate key or code for their personal use only. In the interests of maintaining security tenants are asked not to make copies for others to use. Where keys are provided by the Council they remain the property of the Council, and together with any additional copies must be returned to the Council when a tenancy comes to an end."</i> c. <i>"Grandfather rights shall apply up to the date in which this policy has been approved by Council"</i> d. Clause 7.7 <i>"In the event of the death of an allotment plot holder the Parish Council shall be notified, and the tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate at the end of the yearly agreement."</i> e. Clause 8.3 <i>"A reduced Allotment Rent is offered to tenants who are in receipt of an income-based benefit and/or state pension."</i> f. Members NOTED Tenants' comments on clause 3.6 and agreed to defer any recommendations to Council until they get a unanimous view on the matter from the Allotment representative ii. that the following recommendations are made to Council with regards to the Regular Ground Maintenance Contract: <ul style="list-style-type: none"> a. That the contract is awarded to Quote 1 – as detailed in the E&R Committee Minutes 19.01.2022

	<p>b. That a towed water bowser is purchased as per contractor requirement, with a budget up to £1,000. (Cost centre: Environment and Recreation – cost code: General Amenities)</p> <p>c. That the Clerk is authorised to sign the contract with the awarded contractor on behalf of the Council</p> <p><u>Committee:</u> Finance Committee <u>Chair:</u> Cllr Wain</p> <p><u>Committee:</u> Staffing Committee <u>Chair:</u> Councillor Buchanan</p>
9	<p>To note and approve payments since the previous meeting (attached)</p> <p>To note and approve payments made by the Clerk under s.4.5 of Finance Regulation for emergency repair of the Village Hall Fire system and Emergency lights service</p>
10	To consider to approve the next round of payments (to follow)
11	To note the YTD Parish Council finance position and to note those cost codes that are likely to exceed the allocated budget provision for 2021/22 (attached)
12	To undertake an internal audit: control of BACS payments
13	To review any recommendations highlighted from the Internal and External Audit in the AGAR report and consider any actions needed (attached)
14	<p>To note and consider the adoption of the following policies:</p> <ul style="list-style-type: none"> - Shavington cum Gresty Parish Council Pre-approved Contractors policy (attached) - Shavington cum Gresty Parish Council reserves policy (attached) - Shavington cum Gresty Parish Council scheme of delegation (attached) - Shavington cum Gresty Village Hall Condition of use policy (attached)
15	To note and consider the latest version of Parish Council Fixed Asset Register (attached)
16	To consider making responses to any urgent planning application consultations that have arisen since this agenda was published
17	To note an update with regards to “140, Main Road” project
18	To consider a proposal to review Shavington cum Gresty Village Hall booking charge to meet the 2022/23 Village Hall income target set (attached)
19	To consider authorise the Clerk to sign a contract with Crystal Clean South Cheshire Limited for the provision of regular cleaning service in the Village Hall on behalf of the Council (attached)

20	To consider implications to apply for the HS2 Community Fund grant to support #QueenBees project and whether to instruct the Community Manager to apply (<i>attached</i>)
21	To consider making a comment to Cheshire East Council to refer local projects or development sites that could benefit of s106 financial contribution as per Cheshire East Policy Allocation of Financial Contributions (Commutated sums) funding (<i>attached</i>)
22	To note the date of the next Council Meeting – 2 March 2022

Shavington-cum-Gresty Council
Parish Council meeting
Main Road,
Shavington, Crewe
CW2 5DP



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MINUTES of the meeting held on
Wednesday 1 December 2021

In attendance: Cllr Adams, Bebbington, Buchanan, Edgar, B Gibbs, K Gibbs, Hancock, Jones, McIntyre, Moore

ScG/21/13/1	To receive and consider apologies for absence
	Apologies were received and accepted from Cllrs Ferguson and Wain.
ScG/21/13/2	To note declarations of Members' interests
	No declaration of interest was raised.
ScG/21/13/3	To confirm and sign the minutes of the Shavington-cum-Gresty Council Meetings hold on 6 October 2021 and 17 November 2021
	RESOLVED: That the Minutes of the previous meetings are approved and signed as an accurate record.
ScG/21/13/4	Public Participation
	<i>A period not exceeding 20 minutes for members of the public to ask questions or submit comments</i>
	A member of the public shared his concerns with regards to the following points: <ul style="list-style-type: none">- St Mark's Church land- Main Road footpath- Dog waste bins positions near bus stops
ScG/21/13/5	To receive a report from the Village Beat Manager
	The Clerk updated Members with regards to the latest PCSO arrangement in the Parish. Members NOTED the update.
ScG/21/13/6	To receive an update on Cheshire East Council's plans affecting the Parish Council from Cllr Marren (CEC)
	Members NOTED the report.

ScG/21/13/7

To receive and consider updates from Committee Chairs in relation to meetings held since the previous Shavington-cum-Gresty Parish Council meeting on 6 October 2021 or any items arisen since then:

Committee: Community and Engagement Committee

Chair: Councillor K Gibbs

Committee: Village Hall Committee

Chair: Cllr McIntyre

Meeting held 13 October 2021

Items for consideration:

- i. that a recommendation is made to Full Council to allocate a budget up to £1,500 from the Village Hall reserve for the painting of the main hall.
- ii. that a recommendation is made to Full Council to allocate a budget up to £300 to purchase and replace ceiling tiles in the Village Hall kitchen. Further considerations are needed with regards to the replacement of the vinyl floor in the kitchen: in order to evaluate if the stock of roll vinyl floor owned by the Parish Council is enough to cover the area or if a new one is needed.
- iii. that a recommendation is made to Full Council to purchase a camera
- iv. that the draft budget is approved and recommended to Full Parish Council subject to the following amendments being made:
 - a. Kitchen refurbishment: £5,000

Committee: Environment and Recreation Committee (**Minutes attached**)

Chair: Councillor Ferguson

Meeting held 20 October 2021

Items for consideration:

- i. that the Commemorative Bench Sponsorship agreement is approved and recommended to Full Council
- ii. that the draft budget is approved and recommended to Full Council subject to the following amendments:
 - a. Ground maintenance £24,000

Committee: Finance Committee

Chair: Cllr Wain

Meeting held 17 November 2021

Items for consideration:

- iii. that the BACS Payment Compensating Control Procedure is reviewed and considered at Full Council, and that a second level of check in the online payment process is introduced.
- iv. that the draft Finance Committee budget 2022/23 v.2 is approved and recommended to Full Council as part of the budget setting process subject to the following amendments being made
 - a. To reduce PCSO budget to £33,3k
 - b. To merge "recreational land" and "140 main road" budget together: "Acquisition projects" £10k

	<p>c. To reduce Defibrillator budget to £500 to cover the cost of kiosk refurbishment and to set up a campaign to encourage residents to sponsor defibrillator to balance any increase in staff costs</p> <p><u>Committee:</u> Staffing Committee <u>Chair:</u> Councillor Buchanan</p>
	<p>Members NOTED the update.</p> <p>RESOLVED: that an entry-level camera is purchased within budget (Cost centre: Staff/Admin – cost code 72 ICT equipment)</p>
ScG/21/13/8	To note and approve payments since the previous meeting
	<p>Members NOTED the report.</p> <p>RESOLVED: that the payments since the last meeting are approved.</p>
ScG/21/13/9	To consider to approve the next round of payments
	<p>Members NOTED the report.</p> <p>RESOLVED: that payments are approved.</p>
ScG/21/13/10	To note the YTD Parish Council finance position
	<p>Members NOTED the year-to-date financial position of the Parish Council.</p> <p>NOTED: that the bank reconciliation dated 31.10.2021 is approved and signed by the Chair (Parish Council main account)</p>
ScG/21/13/11	To note the Data Protection Compliance Review report completed by JDH Business Service Ltd and to consider the implementation of any urgent action needed
	<p>Members NOTED the Data Protection Compliance Review report.</p> <p>RESOLVED: that the Clerk is delegated to implement all actions listed in the report within budget.</p>
ScG/21/13/12	To note the H&S General inspection report completed by Rhino Safety and to consider the implementation of any urgent action
	<p>Members NOTED the H&S General inspection report.</p> <p>RESOLVED: that the Clerk is delegated to implement any action listed in the report within budget.</p>
ScG/21/13/13	To note and consider:
	<ul style="list-style-type: none"> - Shavington cum Gresty Parish Council general risk assessment - Vine Tree Play Area risk assessment - Shavington cum Gresty Fire risk assessment

	<p>Members NOTED the reports.</p> <p>RESOLVED: that risk assessments are approved, and any needed action is implemented.</p>
<p>ScG/21/13/14</p>	<p>To receive and consider to adopt the following policies:</p> <ul style="list-style-type: none"> • Shavington cum Gresty Health and Safety Policy • Shavington cum Gresty Environmental and Sustainability Policy • Shavington cum Gresty Bench Sponsorship Policy • Shavington cum Gresty Cyber Security Policy • Shavington cum Gresty Data Breach Policy • Shavington cum Gresty Data Processing Agreement • Shavington cum Gresty Document Retention Policy • Shavington cum Gresty Internal Privacy Notice • Shavington cum Gresty Member Security • Shavington cum Gresty Subject access request procedure • Shavington cum Gresty General Privacy Policy and Website Privacy Policy (rev)
	<p>RESOLVED: that the following policies are approved:</p> <ul style="list-style-type: none"> - Shavington cum Gresty Health and Safety Policy - Shavington cum Gresty Environmental and Sustainability Policy - Shavington cum Gresty Bench Sponsorship Policy - Shavington cum Gresty Data Breach Policy - Shavington cum Gresty Data Processing Agreement - Shavington cum Gresty Document Retention Policy - Shavington cum Gresty Internal Privacy Notice - Shavington cum Gresty Member Security - Shavington cum Gresty Subject access request procedure - Shavington cum Gresty General Privacy Policy and Website Privacy Policy (rev) <p>RESOLVED: That the adoption of the following policy is postponed to the next Parish Council meeting, once the document has been reviewed:</p> <ul style="list-style-type: none"> - Shavington cum Gresty Cyber Security Policy
<p>ScG/21/13/15</p>	<p>To receive an update with regard to the Cheshire East Council Community Governance Review.</p>
	<p>Members NOTED the update.</p> <p>RESOLVED: that a vote of thanks to the Community Manager is recorded for her great work and for leading the Parish Council Boundary Review campaign.</p>

ScG/21/13/16	To consider a proposal to sponsor the maintenance costs of n.2 defibrillators in the Parish
	<p>Members NOTED the report.</p> <p>RESOLVED: that the services is sponsored with a budget of up to £200 (Cost centre: Grant – cost code: Small Grants Scheme) with the caveat that the two defibrillators are kept in the Parish for at least 24 months.</p>
ScG/21/13/17	To consider to review the current Financial Regulation
	<p>And to consider to review the bank arrangements and to add the Community Manager as new signatory/authorised user to the Parish Council and Village Hall Bank account.</p> <p>Members NOTED the report from the Clerk.</p> <p>RESOLVED: that the Finance Committee is asked to review the DRAFT Finance Regulation and to make a recommendation to Full Council for adoption.</p> <p>RESOLVED: that the bank arrangement is reviewed, and that the Community Manger is added as new signatory/authorised user to the Parish Council and Village Hall Bank Account.</p>
ScG/21/13/18	To consider making a response to the following planning applications
	<p>a. Application: 21/5722N Proposal: High Speed Rail (West Midlands-Crewe) Act 2021, pursuant to Schedule 17 Part 1, Paragraph 6 Conditions relating to Road Transport, of the Phase 2a Act . Location: HS2 Phase 2a lorry routes relating to Community Area 5 for authorised sites National Grid Ref: 370696 352714</p> <p>RESOLVED: No comments.</p>
ScG/21/13/19	To consider making responses to any urgent planning application consultations that have arisen since this agenda was published
	<p>a. Application 21/5976D Proposal: Discharge of conditions 8, 19, 21, 26, and 30 of app 14/0378N - Outline planning application for B2 (general industry) and B8 (storage and distribution) comprising 1,042,500 sq ft with ancillary offices and maximum storey height of 18m, and associated works including construction of new spine road with access from Crewe Road and A500, creation of footpaths, drainage including formation of swales, foul pumping station, substation, earthworks to form landscaped bunds and landscaping.</p>

	<p>Location: BASFORD WEST DEVELOPMENT SITE, JACK MILLS WAY, SHAVINGTON, CHESHIRE National Grid Ref: 371171.5604 352998.4234</p> <p>RESOLVED: that Cheshire East Council should review the plan to ensure adequate parking provision for cars and other vehicles is provided in the wider site (ownership of land of the applicant), and that provision for vehicles overnight parking is compliant with Cheshire East Local Plan.</p> <p>RESOLVED: That a recommendation is made to the E&R Committee to discuss lorry issue in the Village and report any concerns to Cheshire East Council and Highways.</p> <p>b. Application 21/5986N Proposal: Two-storey side extension with a pitched front and flat roofed rear dormer. Location: 21, ASHCROFT AVENUE, SHAVINGTON, CW2 5HW National Grid Ref: 369995.9584 351404.4803</p> <p>RESOLVED: No comments.</p> <p>a. Application: 20/0604N Proposal: New street naming Address: ELEPHANT AND CASTLE INN, 289, NEWCASTLE ROAD, SHAVINGTON</p> <p>RESOLVED: that the roads are named after two councillors who lived by this development, Alice Willacey and Cllr Barbara Teale.</p>
ScG/21/13/20	<p>To note an update with regards to 140, Main Road and to consider to submit the Cheshire East Council Asset Transfer Enquiry form to start the Asset Transfer process¹</p>
	<p>Members NOTED the report.</p> <p>RESOLVED: that the Clerk is instructed to submit the Asset Transfer Enquiry form to Cheshire East for 140 Main Road, Shavington. And that the DRAFT project described in the report circulated is approved in principle. That the Clerk is authorised to work in partnership with YMCA Crewe to better explore and design the business plan and project feasibility and sustainability.</p>
ScG/21/13/21	<p>To receive and consider an update with regards to the Ground Maintenance</p>
	<p>The Clerk updated Members with regards to the “emergency” ground maintenance work undertaken before the Remembrance Service.</p>

¹ Cllr Hancock left 2040hrs

	<p>Members NOTED the report.</p> <p>RESOLVED: that the Clerk is instructed to look only for quotes for the full ground maintenance service, and not to split the service into sub-services.</p>
ScG/21/13/22	<p>To consider granting a sponsorship to Shavington Primary School for the use of the car park</p>
	<p>Members NOTED the report.</p> <p>RESOLVED: that members of the public are excluded from the meeting on the ground of confidentiality and sensitivity of the item.</p> <p>RESOLVED: that the Clerk is instructed to grant an offer of £5,500 to Shavington Primary School to allow community to access to the car park without restriction for the period April 2022- April 2023</p> <p>RESOLVED: that the members of the public are readmitted to the meeting.</p>
ScG/21/13/23	<p>To consider recommendations for the budget setting 2022/23 from the following Committees:</p> <p style="margin-left: 40px;">a. Village Hall Committee b. Environment and Engagement Committee c. Finance Committee</p> <p>And to consider to approve the Parish Council budget for the forthcoming financial year and the precept request for 2022/23</p>
	<p>Members NOTED the update.</p> <p>RESOLVED: that the Parish Council budget 2022/23 is approved with the following amendments:</p> <ul style="list-style-type: none"> - Staff salary £52,250 - Pension contribution £12,000 - Tax & NI £5,000 - General Parish Council design £3,500 - Defibrillator and Kiosk £800 <p>RESOLVED: That the Parish Council budget 2022/23 is approved £239,337.50</p> <p>RESOLVED: that the precept request for 2022/23 is set to £161,154.00 and that the Clerk is instructed to submit the Precept Request Form to Cheshire East Council request on behalf of the Parish Council accordingly.</p>
ScG/21/13/24	<p>To consider to review Committee Membership 2021/22</p>
	<p>Members NOTED the update.</p> <p>RESOLVED: that Cllr B Gibbs is added to the Finance Committee</p>

ScG/21/13/25	<i>To consider making a comment to Cheshire East Council with regards to Final Draft Housing Supplementary Planning Document</i>
	Members NOTED the update. RESOLVED: No comment was made.
ScG/21/13/26	<i>It is recommended that the Council considers a resolution under Section 1 of the Public Bodies (Admission to Meetings) Act 1960 to exclude the public and representatives of the press from the meeting during the consideration of item 4 on the grounds that the matters contain sensitive information and by reason of confidential nature of the business being transacted.</i>
	RESOLVED: that members of the public and representatives of the press are excluded from the meeting during the consideration of items 27 and 28 on the grounds that the matters contain sensitive information and by reason of confidential nature of the business being transacted (Section 1 of the Public Bodies (Admission to Meetings) Act 1960)
ScG/21/13/27	<i>To consider the adoption of an internal protocol</i>
	Members NOTED the report. RESOLVED: that the protocol was approved.
ScG/21/13/28	<i>To consider staffing matter</i>
	Members NOTED the report.
ScG/21/13/28	<i>To note the date of the next Council Meeting – 5 January 2022</i>
	Members NOTED the date of the next Parish Council meeting.

Meeting Closed at 2117 hrs
Chair: Cllr B Gibbs
Clerk: S Garnero

Report Statement

Meeting: Parish Council, 02.02.2022

Report Purpose: Beat Manager report

Version Control: v1

Author: PCSO Peter Corbett



BEAT MANAGERS REPORT	
Month	December 2021
Completing officers	P.C.S.O 20674 P.Corbett.
Ward	Shavington.
Community Engagement undertaken:	Local shops visited. Closed premises checked, including building sites. Patrols of pharmacies, garages and pet food shops Continued welfare checks on identified vulnerable residents.
Traffic activity/enforcement	<u>Tru-Cam.</u> 17/12/2021 Newcastle Road. 21/12-2021 Gresty Lane. <u>Speed watch (PSCO and Volunteer).</u> N/A.
Surgeries	2nd, 17th and 22nd.
Schools	Minimal Due to Virus Concerns.
Priority/problems raised and activity carried out to combat	Speeding, parking, Increased presence around certain postcodes after numerous reports of potential bogus callers.
Feedback (how have you made the community aware of what you have done?)	Reduced number of posts onto Shavington face book and twitter accounts highlighting activity due to waiting on new works phone. (No access to FB) **Drug work not posted** Cheshire Alert. Local letter drops.



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<p>Notable contact with partner agencies.</p>	<p>Aspire Housing. Essex police (Domestic fraud between partners) Cheshire Fire and Rescue. NHS, first responders.</p>
<p>Any wider community issues which have been addressed?</p>	<p>** The below is not exhaustive, but reflects what was being dealt with on the date mentioned**.</p> <p>01/12/2021 Stock Lane, Report of drunk driver, stopped, blew zero.</p> <p>01/12/2021 Newcastle Road, Road traffic collision (RTC) Vehicle hit a business barrier and drove off. (Ongoing)</p> <p>02/12/2021 Jack Mills Way, Debris in road. Resolved.</p> <p>03/12/2021 Chestnut Avenue, Vehicle ASB, Vehicle hit another causing the wing mirror to fall off. (Ongoing)</p> <p>04/12/2021 Newcastle Road, Report of Covid breach, Resolved.</p> <p>05/12/2021 Gresty Lane, Report of suspicious male, stopped and identified, all in order.</p> <p>05/12/2021 Vine Tree Avenue, Found property, Colt Handgun during house clearance. Resolved.</p> <p>08/12/2021 Weston Lane, Reports of possible bogus callers. Search made no trace (SMNT).</p> <p>09/12/2021 Weston Lane, Cows in road. Resolved.</p> <p>10/12/2021 Gresty Lane, Missing child. Resolved.</p>



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	<p>12/12/2021 Stock Lane, RTC Bicycle vs car, minor injuries. (Ongoing).</p> <p>14/12/2021 Park Estate, Possible rogue traders, SMNT.</p> <p>14/12/2021 A500 Vehicle broken down. Resolved.</p> <p>16/12/2021 Mallow Avenue, motorcycles being ridden without helmets. SMNT.</p> <p>18/12/2021 Broomhall Drive, Illegally parked van. Resolved.</p> <p>19/12/2021 Main Road, (Assist ambulance) Sudden Death, No suspicious circumstances. Resolved.</p> <p>20/12/2021 Greenfields Avenue, RTC Car handbrake not applied, car rolled into a residents fence, Resolved.</p> <p>20/12/2021 Gresty Lane, Report of suspicious vehicle, Driver arrested for drug driving.</p> <p>24/12/2021 Newcastle Road, Road rage incident. (Ongoing)</p> <p>25/12/2021 Talbot Close, Missing Child. Resolved.</p> <p>26/12/2021 Greenfields Avenue, Fail to stop RTC car struck a residents vehicle. (Ongoing.)</p> <p>Domestic incidents attended 16</p> <p>Vulnerable persons attended 13</p> <p>Missing person (Adults 2) both Found.</p>
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Abstractions.	1 st – 5 th Sick Leave. 7 th One full shift training. 23 rd – 29 th Holiday. 15t
Other information / Incidents of note.	Reduced number of Tru cam, surgeries and speed watch due to sick leave, holidays and covid 19 issues.



**SHAVINGTON
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Traffic Report For Crewe Road Shavington.
December 2021
Traffic Overview from Wed Dec 1 2021 to Fri Dec 31 2021
Vehicle Speed Classes (Mph)

	<15	15 20	20 25	25 30	30 35	35 40	40 45	45 50	50 55	55 60	60 65	65 70	>70	Total	85th Percentile
00:00	0	1	4	11	26	13	2	0	0	0	0	0	0	57	36.1
01:00	0	0	1	6	9	4	2	2	0	0	0	0	0	24	39.2
02:00	0	0	1	12	34	18	1	3	2	0	0	0	0	71	37.4
03:00	0	1	1	3	5	9	0	1	0	0	0	0	0	20	36.7
04:00	0	0	1	6	15	2	1	0	0	0	0	0	0	25	33.3
05:00	0	1	3	13	25	19	5	1	0	0	0	0	0	67	36.8
06:00	0	0	3	50	96	39	8	1	0	0	0	0	0	197	35.7
07:00	1	2	4	111	196	54	5	3	0	0	0	0	0	376	34.3
08:00	1	1	10	297	435	59	10	0	1	0	0	0	0	814	32.8
09:00	0	5	60	519	519	78	7	0	0	0	0	0	0	1188	32.6
10:00	1	8	102	836	1030	164	18	1	0	0	0	0	0	2160	32.7
11:00	2	20	161	1293	1242	184	15	4	0	0	0	0	0	2921	32.2
12:00	3	25	189	1530	1437	243	19	1	0	0	0	0	0	3447	32.3
13:00	3	21	197	1218	1322	208	21	3	1	0	0	0	0	2994	32.6
14:00	0	20	157	1108	1255	199	14	0	0	1	0	0	0	2754	32.5
15:00	1	10	111	832	890	131	14	3	0	0	0	0	0	1992	32.6
16:00	1	8	132	738	560	88	8	2	2	0	0	0	0	1539	32.0
17:00	0	10	85	692	552	92	13	2	2	0	0	0	0	1448	32.0
18:00	2	8	84	495	479	64	11	4	0	1	0	0	0	1148	32.4
19:00	1	2	38	363	386	86	12	3	0	0	0	0	0	891	33.1
20:00	1	1	31	181	226	44	12	1	0	0	0	0	0	497	33.4
21:00	1	8	15	116	127	42	13	2	1	0	0	0	0	325	35.0
22:00	0	5	10	82	115	33	7	1	0	0	0	0	0	253	34.2
23:00	0	0	3	50	73	29	4	0	0	0	0	0	0	159	35.2
AM Total	5	39	351	3157	3632	643	74	16	3	0	0	0	0		
PM Total	13	118	1052	7405	7422	1259	148	22	6	2	0	0	0		
Total	18	157	1403	10562	11054	1902	222	38	9	2	0	0	0		
Percent	0.07%	0.62%	5.53%	41.64%	43.58%	7.50%	0.88%	0.15%	0.04%	0.01%	0.00%	0.00%	0.00%		

Total Vehicles : 25367
 30th Percentile : 27.6 MPH
 50th Percentile : 29.2 MPH
 85th Percentile : 32.6 MPH
 95th Percentile : 35.4 MPH
 Average Speed : 29.8 MPH
 Highest Speed : 55.8 MPH
 Total Over Speed Limit : 52.1 % (13227 / 25367)



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Report Statement

Meeting: Parish Council Meeting
Report Purpose: To provide a report from Cllr Marren (CEC)
Version Control: v0
Author: Cllr Marren (CEC)

Shavington PC February 2022 report

Crowdfunding round two launched

Summary: The council has launched round two of the Cheshire East Crowd, the crowdfunding platform on Spacehive, empowering people to create projects that will make a positive difference in their community. This initiative has most likely come about because the Council's Community grant has apparently reduced from £200,000 per year to £150,000 and soon to be £50,000. Anyway...

Introduction

Following the success of round one of the council's new crowdfunding platform, which saw the council pledge more than £30,000 to eleven community projects across the borough, round two will soon be open for new project pitches.

The crowdfunding platform, set up in partnership with Spacehive, provides an opportunity for local people to create projects on the platform and run crowdfunding campaigns to bring them to life.

What is Spacehive?

"Spacehive is a funding platform for ideas that bring local places to life: everything from sprucing up the park, or improving a playground, to starting a street market. If you create a page for your project idea it will be matched to funds from councils, foundations and companies that might want to help. Campaigns on Spacehive have raised over £20m to date, and enjoy the highest success rate of any crowdfunding platform in the UK. It partners with councils, companies and foundations across the country to fund place-based community projects - from the Mayor of London to The Arts Council.

How does it work?

Local groups will be encouraged to take part in the funding round. By creating their project on the Spacehive platform, they will automatically be invited to pitch to the Council fund directly on the platform by a set deadline (23 March 2022).

The council will pledge to projects that support its priorities for the borough and can showcase local support through backers. The size of the pledge will be determined by:

- how the project meets the fund criteria
- the strength of its campaign to date (for example, the number of backers, comments, evidence of promotion and so on)



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- The maximum funds available per project will be capped at 50 per cent of a funding target or up to £10,000.

Pledges will be made directly to live crowdfunding campaigns and contribute towards the funding target. Campaigns must hit their targets to secure the funds raised to make sure sufficient funds are available to deliver the project as outlined.

Projects that aren't eligible for council funding are welcome to crowdfund at any time and those that don't receive a pledge from the council can continue to raise funds from their community and other sources.

Eligibility for Spacehive

Everyone – residents, charities, community groups, businesses and other funders – are welcome to contribute towards projects by pledging a minimum of £2.

The Council will be actively reaching out to local organisations to encourage them to join the Cheshire East Crowd and offer funding alongside the Council towards community-led ideas.

What are the benefits of crowdfunding?

Crowdfunding is a creative and collaborative way to raise funds for projects. While crowdfunding may be a new way to raise funds for some local groups, there are a lot of benefits beyond the funds raised. Being familiar with these benefits can help encourage local groups to take part:

- Rather than simply applying for a grant, running a campaign will help raise the profile of local organisations and their projects. This can lead to new volunteers, offers of free equipment and new relationships with regular donors. This will boost the resilience of local groups.
- Showcasing support not just from the Council but the whole community in the form of backers can help local groups unlock larger national grant makers for live campaigns or future projects. Crowdfunding is a popular way to pilot new ideas or take existing projects to the next level.
- It makes it easier than ever before for residents to get involved with local projects, with a minimum pledge of £2 or simply sharing the project link on social media making a real difference. More people taking part will boost the number of people who care about and contribute towards community initiatives in Cheshire East.

There's plenty of support available through the Cheshire East Crowd as crowdfunding specialists Spacehive will run an online workshop to help people develop their ideas and learn how to run a successful campaign.

When it is happening:

The second round will open with an online workshop tomorrow, Thursday 3 February at 12pm. Sign up to the online Zoom event here: <https://us02web.zoom.us/j/81234567890>. If you have any questions about the Cheshire East Crowd, please email: partner@spacehive.com

Cheshire East businesses invited to apply for latest support grant

Cheshire East Council is inviting businesses to apply for funding of up to £6,000 through the government's Omicron Hospitality and Leisure Grant scheme.

The scheme provides one-off grants to support eligible rate-paying hospitality, leisure and accommodation businesses that are experiencing difficulties because of the Omicron coronavirus variant.

The types of businesses eligible for funding includes bars, restaurants, wedding and events venues, soft play centres, museums, theatres, tourist attractions, indoor riding centres, caravan parks, hotels and B&Bs.



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Applications will remain open until midnight on Monday 28 February 2022 and can be submitted via the council's website:
cheshireeast.gov.uk/businessrecovery

Cheshire East Council is also urging businesses to check whether they are eligible for the authority's **Business Interruption Fund**, applications for which also close at midnight on 28 February 2022.

The fund is for businesses that can demonstrate they have continued to be impacted by the pandemic and the council recently increased the amount of support available to a maximum of £10,000 per business.

It means that those who previously applied for funding and received the maximum amount available at that time – £5,000 – can now submit a further application.

The Business Interruption Fund is being distributed using a further allocation of Additional Restrictions Grant (ARG) by government, which recently pledged a top-up for this.

The **Council's Recovery and Growth Grant** also remains open to applications until midnight on 28 February 2022. The grant is available to businesses seeking to invest in their premises, facilities or equipment to enable them to reopen quickly, bring staff and customers safely back to work, or to capitalise on new opportunities.

For further details about the grant schemes available and to apply, visit:
cheshireeast.gov.uk/businessrecovery

Payments to businesses that successfully apply will be made by 31 March 2022.

Community Governance Review -Town and Parish Council Governance

This is an update on progress made in respect of the Community Governance Review of Town and Parish Council Governance (CGR), and to provide information about its remaining stages.

The purpose of the CGR, which follows government guidance, is to ensure that town and parish community governance arrangements are fit for purpose and 'continue to reflect local identities and facilitate effective and convenient local government'.

Government guidance advises that such reviews should take place every 10-15 years. This CGR is intended to take account of a range of issues, including major changes to housing, electorates and infrastructure within the Borough. The last review was done before Cheshire East Council was created in 2009.

In late 2018, the Council agreed to conduct the CGR. The CGR process has been informed by the Community Governance Review Sub-Committee and a Councillor Working Group. I was not a member of either.

Cheshire East's implementation date for governance changes aligns with the April 2023 Council Tax billing round, and the May 2023 local elections; the key events at which changes arising from the CGR will be most clearly seen.

This note provides a brief update upon the timeline for the project and the tasks which CEC must complete prior to implementation of the CGR changes.

Key stages in the process

1. The formal consultation concluded on 28th November 2021.
2. The analysis of consultation responses is currently underway and will continue until February 2022.



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3. Councillor workshops will consider the consultation responses during February/March 2022, and express informal views to the CGR Sub Committee.

The Corporate Policy Committee is likely to hold a special meeting in April 2022 to make recommendations to Council, and a special meeting of Council will need to take place in or around late April 2022 to make the final decisions following the Review. At this stage accurate dates for these meetings cannot be given. The reports to these meetings will be very detailed, similar to those which were considered by committees and Full Council prior to the consultation stage.

4. Whilst the CGR could result in a range of parish/town governance changes, any changes to parish and town boundaries will result in the need to determine consequent changes to parish/town precepts, and Council Tax billing. There will also be the need for Electoral Register details to be changed. The fourth stage of the process will therefore be for the Council Tax and Elections teams to make changes to their databases and systems, in order to ensure that the Council Tax billing-round can commence in October 2022 and that the new Electoral Register can be published in December 2022. The timeline calls for this work to take place between April and August 2022.

5. There will be further stages of the process, relating to the implementation of measures within those town and parish councils which are subject to governance changes. These will include:

- a. Property and asset changes: property changes should be relatively straightforward where boundaries change, as the ownership of property should automatically transfer to the parish/town councils within which the property is situated; financial asset distribution will be based on a population-based division.
- b. Staffing changes: where, for example, a parish council with a Clerk is significantly reduced in size, there may be employment implications. It is not expected that this will be a significant issue, but will, nevertheless, need to be factored-into the project during the period following the Council meeting.

Engagement with parish councils, residents and other stakeholders

From the beginning of the project, Councillors chose to go beyond the minimum requirements of legislation and guidance, by undertaking a pre-consultation survey. This provided an opportunity for parish councils, residents and stakeholders to express their views at an early stage.

CEC will say that the responses received proved to be useful in informing the thinking of Councillors when developing draft recommendations for the purposes of the formal consultation. Just 8 responses were sent by residents of Shavington cum Gresty; useful?

The latest and formal consultation was a successful engagement exercise, resulting in almost 5000 consultation responses in web-based, emailed and hard-copy formats. A link to the Council's CGR web-page provided an opportunity for all stakeholders to see the CGR reports to Members, the terms of reference of the review, and Government guidance. Information and survey forms were also supplied to libraries across the Borough.

Regular press-releases and communications with all Cheshire East town and parish councils publicised details of the formal consultation, with reminders of the consultation end-date. Informal parish and town council engagement events were held at which presentations were made, and question/answer sessions took place.

Key Statistics Report



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Following the consultation, CEC's Research and Consultation Team prepared a report upon key statistics.

This summarises the number of responses received, by recommendation and area.

Everybody should note that decisions are not based on the number of responses received alone. The quality of the evidence provided by each respondent is being carefully considered against the guidance provided by the local government boundary commission, <http://s3-eu-west-2.amazonaws.com/.../community...> and the need to ensure each parish:

- Reflects the identities and interests of the different communities in the area. The Council considers that this is a 'community of identity' test, which is especially applicable to the new developments that presently traverse parish boundaries.
- Is effective and convenient. The Council considers that this is a 'viability' test, and the Council is anxious to ensure that parishes are viable and have sufficient resources to enable them to actively and effectively promote the well-being of their residents and to contribute to the real provision of services in their areas in an economic and efficient manner.
- Takes into account any other arrangements for the purposes of community representation or community engagement in the area that reinforce the 'community of identity' test.

Key Statistics-Community Governance Review Consultation

In total, 4,824 valid survey responses were received, including:

- 4,077 online / paper survey responses
- 655 parish leaflet responses
- 88 emails / letters
- 4 other methods

The majority of responses (95%) were from individuals (e.g. local residents).

As an individual (e.g., local resident)	4,591 95%
On behalf of a town/parish council	114 2%

Potential boundary change

The majority of response (4,608 responses) came from areas where a recommendation of 'potential boundary change' was given. Response was particularly high in the Crewe (1,417 responses) and Wilmslow (1,405 responses) areas.

Crewe area	1,417
- Basford	< 5
- Chorlton	8
- Church Minshull	11
- Crewe	17
- Crewe Green	< 5
- Hough	18
- Leighton	251
- Minshull Vernon	47
- Rope	6
- Shavington cum Gresty	906
- Weston	12
- Wistaston	8
- Woolstanwood	34
- Wybunbury	83



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Avian flu

The UK is facing its largest ever outbreak of bird flu with over 70 cases confirmed across the country since the start of November. The Department for Environment, Food & Rural Affairs (Defra) and Animal and Plant Health Agency (APHA) have declared an avian influenza prevention zone across Great Britain.

Cheshire East Council is taking immediate measures to inform and advise local residents, partners and landowners about avian influenza outbreaks and what to look out for following a confirmed case on a commercial poultry farm in Warmingham (in Brereton Rural Ward). This site has now been confirmed by the Animal, Plant and Health Agency as having the HN51 strain.

As a result, a 3km Protection Zone and 10km Surveillance Zone has been put in place around the outbreak. Shavington lies within the 10km zone.

The Protection Zones require foot patrols around local premises by animal health officers and non-movement of birds within or out of the zone. They do not restrict the movement of people.

Full details of measures, a map of the affected area, restrictions and activities for each area are available here:

Declaration of a Protection Zone and a Surveillance Zone (H5N1 Highly Pathogenic Avian Influenza) – near Crewe, Cheshire East, Cheshire

UK Health Security Agency (UKHSA) has confirmed that the risk to public health is very low and the Food Standards Agency has said that bird flu poses a very low food safety risk for UK consumers and it does not affect the consumption of poultry or eggs.

Bird keepers should remain alert for any signs of disease, report suspected disease immediately and ensure they are maintaining good biosecurity on their premises.

Residents are reminded to not touch or pick up any dead or visibly sick birds that they find. If they find dead wild waterfowl (swans, geese or ducks) or other dead wild birds, such as gulls or birds of prey, they should report them to the Defra helpline (03459 33 55 77). The guidance regarding captive birds and wild birds varies – as set out below:

Captive Birds

Council officers from Cheshire East and Cheshire West are carrying out door-to-door visits in the protection zones to identify where captive birds are present, to advise and support bird keepers. Protection zones are only relevant to captive birds.

In addition, there is a 10-kilometre surveillance zone around each protection zone.

DEFRA are writing to residents within or close to this surveillance zone for captive birds advising of the requirements.

There is also the nationwide prevention zone which requires owners to keep birds indoors and to follow strict biosecurity measures.

Wild Birds

By contrast, wild birds are treated differently in that they are not subject to any specific actions connected to the protection zones.

Within the borough, no door knocking is undertaken by Council officers for wild birds. It is the responsibility of the landowner for arranging for the disposal of any dead birds. The important thing is that the public do not touch any such birds.

DEFRA helpline – if residents find any dead swans, geese, ducks or other dead wild birds such as gulls or birds of prey, they can report them to the DEFRA helpline on 03459 33 55 77.

‘Stop the spread’

Defra recently held a short series of 'Stop the spread' webinars – recordings of the webinars and dates for future events will be posted here: 'Stop the spread' webinars - GOV.UK (www.gov.uk)

<https://www.gov.uk/.../avian.../stop-the-spread-webinars>

You can search for how to spot avian influenza (bird flu), what to do if you suspect it, and measures to prevent it. by going to (www.gov.uk) and search for Avian influenza

Cheshire East has pledged to become a net zero borough by 2045

The council has already committed to both becoming carbon neutral in its own operations by 2025 and influencing carbon reduction across the borough. This new commitment builds on that ambition – pledging to make the entire borough carbon neutral by 2045.

At a report to the council's environment and communities committee on the 20th January, members were updated on progress to date in achieving the operational target to become carbon neutral by 2025, with a recommendation that the council joins the UK100 network – pledging to make the borough carbon neutral by 2045.

UK100 is bringing together a network of councils with a common aim around a climate change pledge. Membership requires annual reporting of carbon emissions and a commitment to achieving net zero targets with a minimum of offsetting. By signing up to a new net zero pledge, the council, along with other local authorities who join, is required to set targets for carbon net zero that includes not just their own operational carbon emissions, but also those of the whole local authority area.

Clearly, achieving net zero targets is not something that any one person or organisation can do alone. Avoiding the worst effects of climate change is a significant challenge and there must be a collective effort by everyone across the borough to take the necessary action to protect the future of not only Cheshire East, but that of the planet.

Cheshire East has continued to make progress in reducing carbon across its operations and is on track to be carbon neutral by 2025. Highlights over the past twelve months include:

- Working to transition road signs to LED lighting, in addition to the street lighting upgrade to LED lighting;
- Securing further funding from central government to continue carbon reduction measures in council buildings – including solar panel installation, improved heating systems such as low carbon heat pumps, LED lighting and building fabric improvements;
- The unveiling of the North West's first hydrogen refuelling station, initially piloting the use of two refuse vehicles powered by hydrogen;
- The restoration of one hectare of peat moss at Pastures Wood Farm;
- The planting of 21,000 trees across the borough to date;
- Working with the voluntary and community sector, town and parish councils and schools to influence and support carbon reduction;
- Encouraging schools to join the Let's Go Zero campaign – uniting schools across the UK to work together to become carbon neutral by 2030; and
- The launch of the council's crowdfunding platform, Cheshire East Crowd – supporting community and environmental projects. The first round saw the council pledge more than £30,000 towards 11 community projects.



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To view the full environment and communities committee papers, including the carbon update report, visit:

<http://moderngov.cheshireeast.gov.uk/ecminutes/ieListDocuments.aspx?CId=962&MId=8681>

For more information on the council's carbon neutral ambitions, visit the dedicated webpage at: cheshireeast.gov.uk/carbonneutral

SCHOOL ORGANISATION: PROPOSAL FOR THE PROVISION OF A NEW PRIMARY SCHOOL, BASFORD EAST, SHAVINGTON.

The Children and Families committee received a report which outlined the proposal to progress with the free school presumption process to open a new primary school in Basford East.

It was resolved:

1. To proceed with the free school presumption process which will include undertaking a consultation with the local community, local schools, local councillors, town council and local MP. This is not the formal statutory consultation which sponsors are required to undertake.
2. To report back to committee the outcomes from the consultation process so that feedback is considered from the local communities.
3. To proceed with the transfer of the proposed school site into the Council ownership, as detailed in the Section 106 agreement, together with any other agreements associated with or ancillary to the transfer
4. To progress with the process of attracting potential sponsors to run the new school and to complete any agreements or land transfers associated with appointing a suitable sponsor. Ultimately, the Secretary of State will approve the sponsor following due process.

A selection of Resident Issues

Crewe Road "lake"

Councillors will be aware of the flooding outside 1 and 3 Crewe Road which I've reported more than once and been out and photographed it and passed those photos on to Cheshire East Highways. I'm exerting as much pressure as I can bearing in mind, I have no authority over officers.

I understand that an out of hours crew attended site on 14.12.21 to draw water off the carriageway, but unfortunately the flood returned following day with the next period of rainfall. On 30.12.21 United Utilities attended and confirmed that they had no water mains issue in the area. On 10.1.22 the out of hours crew attended site again and supposedly put flood warning signs out to warn highway users of the flood water on the road. I have photographed the inadequacy of that work and forwarded it on; The warning signage has improved.

Drainage investigation work has previously taken place (in February last year on Crewe Road) from the traffic lights towards number 33 Crewe Road and root masses and silt build up was identified which Highways did manage to break through. That work was effective in that the lake in front of the bungalow disappeared and it stopped recurring floods outside numbers 1 and 3 for quite some time. This location in front of 1-3 has been forwarded for more detailed Level 3 drainage investigation work when funding becomes available.

Meanwhile on 14th January 2022 a job was raised for programming, to jet the carrier drain and alleviate the blockage. There is no issue with the gullies there, the carrier drain is obstructed with

roots. I'm told that whilst on site the Local Highway Officer spoke with several residents explaining the situation, one was from number 3 Crewe Road. I am told they were happy once updated but I have spoken to another resident, clearly not and advised her to make a formal complaint against Cheshire East Council, not Cheshire East Highways, as the route towards accessing the ombudsman helps apply more pressure.

Due to the close proximity of the working area to the traffic lights and crossroads, the jetting work will have to take place during weekend hours in order to cause the minimal amount of disruption to the travelling public and to provide a safe working zone.

I am applying as much pressure as I can and have been assured that CEC are arranging for this work to take place as quickly as possible.

Crewe Road (Road Closure)

It is anticipated that the works will take place on the following date(s): Monday 14th February 2022 to Friday 18th February 2022.

Rope Lane (Road Closure)

It is anticipated that patching works will take place on the following date(s): Monday 21st February 2022 to Thursday 24th February 2022.

Park Estate (Road Closure)

It is anticipated that patching works will take place on the following date(s): Thursday 24th March 2022 to Wednesday 30th March 2022 (excluding weekends).

Any enquiries relating to the 3 works listed above contact Cheshire East Highways on telephone number 0300 123 5020.

1 Rope Lane

As at the 19th January 2022 the above application is yet to be allocated to an officer. There is apparently a 6 month backlog of planning applications to be dealt with.

Main Road and Rope Lane

I have requested that sweeping of kerb channels be carried out as requested by Cllr Ferguson.

Crewe Road Toucan crossing

I am awaiting a progress update.

Ward Budgets

At Full Council in February 2021 and in the lead up to the new committee system, I moved an amendment to the council resolution on the Medium Term Financial Strategy :to establish devolved ward member highways budgets of at least £4,200 per Ward Member for the financial year 2021/2022, with the proposal to be funded from the current allocation of Capital Grant funding to the Area Highway Groups of £350,000 and that the Committee System review achievements of the ward



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budgets scheme in 2021/22 with a view to widening the scheme in 2022/23 and beyond with a significant increase in the budget amount to be allocated to each Ward Member.

The scheme developed involved the transfer of the previous £350,000 budget for the Area Highway Groups (AHG's) to individual ward members resulting in a £4,200 fund for each member to spend on additional highway and transport services.

Given the nature of the works under consideration in the ward member pilot, it was decided to open the scheme up to Town and Parish Councils to enable them to buy additional highway services if they wished.

Members can spend their ward budgets on a variety of highway assets or activities and so far, successful schemes have included street lighting upgrades, footway patching, carriageway patching, additional road signage, replacement road name plates, drainage works and road markings.

There are many other elements of work the budget can be spent on including additional maintenance works such as non-routine improvement works and transport related items such as cycle stands and bus stop flag and pole replacement.

That said it is my view that the scheme has been derailed by officers as the only constraint on how the ward budget should be spent, in my view, is Government constraints attached to the grant they give the Council. This was a point I argued at last week's Audit and Governance Committee which attracted cross party support.

Unless I am persuaded otherwise soon I will be asking for one or two PROW to be lit by street lights my first request being the path linking Ashcroft Avenue and greenfields.

Newcastle Road Streetlight-

An out column reported a while ago to me by Cllr K Gibbs. It was a Utility problem not Cheshire Highways but eventually fixed.

New updates on Column 34 plot 1017067

We are pleased to confirm that work is now complete, and your report has been closed.

State changed to: Fixed

Cheshire East Council

Unsubscribe from alerts about this report



Column 34 plot 1017067

Column no 34 is out and has been for months and clearly no inspection is carried out

The report's reference number is **3093523**.
Please quote this if you need to contact the council about this report.

Shavington Parish Council January 2022

Council seeks views on updated speed management strategy

Cheshire East Council is urging residents to share their views on the authority's updated draft speed management strategy.

The document, which is being finalised in consultation with partners including Cheshire Police who are responsible for speed enforcement across the borough, is now out for public consultation. The strategy aims to provide a safer road environment for all by setting out how speed is managed on the borough's roads. By providing clearer guidance on speed management and speed limit compliance, the strategy will ensure that the principles are consistently applied across the road network, with support from our partner agencies.

An important factor in shaping the strategy, supposedly, was the adoption of Cheshire East's Local Transport Plan in 2019, which places greater emphasis on the consideration of the needs of vulnerable road users, such as pedestrians and cyclists.

The strategy document includes guidance about the way the council manages speed, while also considering the changing attitudes towards traffic management and speed, particularly since the pandemic, when people's habits and priorities changed. It also supports the council's 'active travel' priority, which aims to encourage more walking and cycling to help deliver on the authority's carbon neutral targets.

The consultation is about the overall approach to managing speed – not the merits of existing speed limits on specific roads. More information can be found at: www.cheshireeast.gov.uk/consultations.

To comment on the strategy, complete the survey at:
<https://surveys.cheshireeast.gov.uk/.../SpeedManagementS.../>

The survey closes at midnight on 31 January 2022. The council will then analyse the feedback and modify the strategy, if required before being submitted for approval and adoption by the council in summer 2022.

CEC consultation on new digital strategy

Cheshire East Council has launched a public consultation on its new digital strategy.

The consultation, which began 6th December and will end on Monday 17 January, seeks to engage with residents, businesses and partners across the borough. The digital strategy supposedly supports the council's vision to become an open, fairer and greener Cheshire East, and outlines four key digital aims:

- Provide innovative public services – to be an information-led council, delivering services which are responsive, convenient, accessible and safe in a consistent and cost effective way;
- Create sustainable digital infrastructure – supporting the delivery of a world-class, area-wide digital infrastructure, allowing everyone to access and benefit from digital technologies;
- Create a vibrant digital economy – a digitally skilled workforce and an internationally recognised area for digital businesses to thrive; and
- Improve health, wellbeing and inclusion – an area where people live well for longer; independently and enjoying the place where they live.

The responses to the consultation will be used to shape the strategy going forward.
You can take part in the consultation online.

Crewe Road Toucan crossing

The supplier is still awaiting the supply of COMMS equipment which is expected in the early part of the new year.
So it is delayed.

Reporting new potholes

Cheshire East Council is urging residents to report any new potholes or road surface damage as wet weather and freeze-thaw conditions are particularly damaging to roads and sometimes prevents durable repairs being put in place.

That is why, while patching work and emergency temporary repairs are done all year round, the council's road improvement programme – which includes surface treatment and full resurfacing – is planned for the late spring and summer, when the temperatures are higher and the weather is normally drier.

The council's approach to maintenance is to focus on roads which see the greatest use and risk, to enable the money to be used in the most effective way.

The council regularly undertakes safety inspections and responds to customer enquiries to keep the network in a safe condition. All roads are inspected in line with the code of practice for highway safety inspections and any defects identified as requiring intervention are promptly repaired within agreed timeframes.

Repeated fluctuations in weather conditions – from above to below freezing, coupled with heavy rainfall – can result in an increase in the number of potholes.

A three-level strategy is in place – Level 1 (pothole filling): keeping the network safe; Level 2 (carriageway patching): maintaining and protecting the network; and Level 3 (resurfacing): investing and improving the network – in order to keep the network in a safe and serviceable condition and to achieve the best value from the available budget.



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In some cases, during the winter months, the weather may prevent an immediate permanent repair. However, these areas will be left in a safe state until such time that a permanent repair can be completed.

The council is now encouraging members of the public to continue to report any issues or defects directly to it via the online reporting tool at: www.cheshireeast.gov.uk/highways or by calling 0300 123 5020.

Works will be done at various locations across the borough and, where possible, will be coordinated to reduce the impact on road users. The investment in the network will see 16 miles (26km) of roads resurfaced or treated this financial year. The council's highways service is responsible for repairs and management of the borough's 1,677 miles of roads and 1,100 miles of footways in addition to the maintenance of bridges, street lighting, signage and 372 miles of cycleways. It is the biggest council asset – valued at about £6bn.

The programme of works is prioritised in line with a defined scoring criteria, which can be found at: www.cheshireeast.gov.uk/highways_and_roads/road-maintenance/road-repair-and-improvement-programme-2021-2022/road-repair-and-improvement-programme-2021-2022.aspx

The council's online roadworks tracker can be found at: Latest roadworks
For more information, visit: cheshireeast.gov.uk/highways_and_roads/road-maintenance/road-condition-and-repairs.aspx

Cheshire East Youth Justice service rated 'good'

Cheshire youth justice service – which provides support for young people at risk of committing crime, those who have been convicted and victims, has also been praised by government inspectors in a report published today.

Cheshire youth justice service covers the whole of Cheshire, across the four local authorities of Cheshire East, Cheshire West and Chester, Halton, and Warrington. The goal of the service is to work with children and young people aged 10-17, supporting them to lead a life free from crime and helping to reduce crime in the local area.

Overall, Cheshire was rated as 'Good' – and achieved 'Outstanding' ratings in the areas of implementation and delivery, governance and joint working.

It means Cheshire has achieved the highest score in any of the joint inspections completed to date with colleague inspectors from police, health, social care, and education.

Quality of social work with children and families in Cheshire East has improved says Ofsted

Cheshire East Council has responded to the publication of its latest Ofsted inspection report into services for children who need help or protection.

Ofsted carried out an inspection of local authority children's services (ILACS) in Cheshire East on 3 and 4 November. The inspection focused on the council's arrangements for children in need or those subject to a child protection plan.

Across Cheshire East there are around 2,100 children and young people who are supported by social workers to ensure they are safe in their families and in their communities. Working with other agencies, the council's social care teams protect children and young people from the risks they face which include domestic violence, substance misuse and more complex safeguarding issues such as county lines.



In a letter to the council's chief executive, Dr Lorraine O'Donnell, Ofsted summarised that since their last inspection in November 2019 the quality of social work with these children and their families has improved and senior leaders are successfully embedding a child-centred culture.

The letter goes on to say that children in Cheshire East benefit from stable and meaningful relationships with their social workers and they have frequent opportunities to express their wishes and feelings. Social workers also feel supported by managers and leaders, they have a comprehensive training plan, and enjoy working in Cheshire East.

The council's team who provide support for children at risk of exploitation or family breakdown were also praised for the positive impact they have on these children to ensure that they remain with their families when possible and when it is appropriate.

The letter also makes some recommendations for further improvements. It says that family networks are often explored to offer immediate support for children and families, but contingency plans could be better for longer term support. It goes on to say that most managers have frequent oversight of social work with children and their families, but this could be more regular for disabled children. Finally, while a child-focused auditing programme is driving improvements and providing senior leaders with an accurate oversight of practice, recommendations following audits need to be completed to further improve the experiences for children and young people.

Number of empty properties in borough falls significantly

Decisions taken over the past few years to introduce a significant council tax premium for empty homes is having the desired effect in Cheshire East.

At a full council meeting in December 2020, Cheshire East Council determined that properties that had been unoccupied and substantially unfurnished for at least 10 years would be subject to a 300 per cent council tax premium. This is in addition to charges for those properties left empty more than two years (100 per cent premium) and more than five years (200 per cent premium).

The total number of empty properties in Cheshire East has reduced by 269 since October 2020. This includes 12 properties, which had been empty more than 10 years and 13 which had been empty more than 5 years.

The council estimates that 1,800 new homes will be built locally each year. However, in the last 12-month period, expectations were exceeded and 2,549 new homes were built.

Reducing the number of empty homes is a major challenge nationally although in Cheshire East we are in a much better position. It is believed that the policy change is having a positive outcome.

Cheshire East Council also provides advice and assistance to people wanting to bring a property back into use. If anyone is aware of a property that has remained empty for some time, the council would like to know about it. The easiest way to do that is to complete CEC's 'Report an Empty Home' online form.

If a property has been empty for a period of time, then the Council can also support owners. Phone 0300 123 5017, select option 4 and the Council will be happy to help.

We have our own example with the bungalow on Crewe Road !

Council extends deadline for Business Interruption Fund

Cheshire East Council has extended the application deadline for its Business Interruption Fund until February to provide further support to businesses affected by the latest Covid restrictions.

The Business Interruption Fund is to support businesses that can demonstrate they have continued to be impacted by the pandemic, post the ending of the government's 'roadmap out of lockdown' on 19 July.

This could be for periods of temporary closure due to a Covid-19 outbreak or staff isolation requirements or could include periods of reduced service due to staff shortages, supply chain issues or ongoing restrictions, such as international travel restrictions.

The fund was due to close to applications on 17 December but following the reintroduction of some restrictions in response to the Omicron variant, the deadline has now been extended by the council until 28 February 2022.

Awards of up to £5,000 can be made to eligible applicants and so far, the council has paid out more than £416,000 through the fund.

The council has also extended the deadline until 28 February 2022 for those wishing to apply for a Recovery and Growth Grant, which is to support economic recovery and assist businesses that are seeking to grow, adapt, diversify, and expand their current operation to support long-term sustainability.

The grant is for businesses seeking to invest in their premises, facilities or equipment that will enable them to reopen quickly, bring staff and customers safely back to work, or to capitalise on new opportunities.

Grants of between £5,000 and £25,000 towards eligible investments can be applied for retrospectively.

Both the Recovery and Growth Grant and Business Interruption Fund were launched after the council was awarded a further allocation of Additional Restrictions Grant (ARG) funding by government. To check whether a business is eligible for any of the schemes and to apply, visit:
[cheshireeast.gov.uk/businessrecovery](https://www.cheshireeast.gov.uk/businessrecovery) :
<https://www.cheshireeast.gov.uk/.../covid-19-help-for...>

Cheshire East Council unveils improved website

It's now even easier to browse the Cheshire East Council website, following the launch of a new design aimed at improving the customer experience.

Receiving around 5 million visits a year, the redesigned site, which can be found at www.cheshireeast.gov.uk, has been given a fresh, modern look – helping residents, businesses and visitors contacting the council to easily access services and find the information they need. The previous website design has served visitors well for more than five years, however the ambitions contained within the council's customer experience strategy and draft digital strategy mean the site has been redesigned to ensure it continues to meet the needs and rising expectations of customers. <https://www.cheshireeast.gov.uk/pdf/council-and-democracy/customer-services/cec-customer-experience-strategy-final-20.01.11.pdf>



Last April, Cheshire East asked the public what they liked or disliked about the existing website. Following this public consultation, the site has been redesigned.

Improvements to the website include:

- Easier and quick access to all services;
- Simple and clear navigation;
- Improved site search facility; and
- Improved accessibility standards for people with visual, hearing or readability impairments.

With the majority of people accessing the site from a mobile device, it has been designed with this in mind, meaning it is responsive to whatever device you are using.

The website supports the Council's vision of becoming an open, fairer and greener council wanting its customers to be able to easily find the information they need, with the latest news and most commonly accessed service information being at their fingertips.

There is a need for council services to be accessible for all. By improving the functionality of the website, CEC can better serve the needs of customers – enabling more people to self-serve. This means front-line staff are more able to offer support to those customers who are not able to access online services.

The launch of this improved website is a progression on the customer experience and digital services journey – as Cheshire East looks to use the power of digital innovation to redesign the council and the services it provides.

A consultation on the draft digital strategy is now open until Monday 17 January. You can view the draft digital strategy and take part in the consultation online.

<https://surveys.cheshireeast.gov.uk/s/DigitalStrategyConsultation/>

The improved website is now live at www.cheshireeast.gov.uk. Any feedback about the new look and feel of the site can be made by using the form at the bottom of most pages 'can we improve this page?'

Toucan Crossing Rope Lane

I am concerned about this crossing and its potential location and recently wrote to Cheshire East Council's Chief Executive giving my view that it appears to be constructed at a location I would describe as ineptly chosen. I don't believe anyone will use it in the intended position and that would be £80,000 of S106 money wasted; something that will attract the attention of national media. I have pointed out an alternative location, supported by the Parish Council I believe, closer to Vine Tree Avenue.

My correspondence was a result of reading about a road closure notice in Rope Lane Shavington from "01/01/2022 until 01/04/2022 for 106s". However, the road closure notice is a planning notice, giving advance notification of potential works scheduled between for 1 January and 1st April. Essentially, it's an advance booking on the network, with the nature and timing of any schemes to be confirmed at a later date.

The new crossing has not yet received client approval yet though I'm expecting a battle soon. I have requested sight of further technical and survey reports on the 2 options which are under review and have been promised a discussion early in the New Year.



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Selection of resident Issues

Request for lighting between Ashcroft Avenue and Greenfields

Avenue

This is lighting on the linking PROW to make it safer and to avoid dog mess. Highways no longer install new lights to PROWs, supposedly as a contribution to fighting climate change, which will always be a ready argument for choosing to do nothing. I am enquiring whether my ward budget can be used. As an alternative the Parish Council can fund the light even though the path is not its responsibility. Who funds is rarely a concern to residents.

Construction work on Elephant pub field Main Road

I have had a number of complaints about damage to properties and noise from pile driving and noise from an onsite generator as well as a seeming lack of action on the TRO.

The development is being carried out under an amended planning permission ref. 19/1923N. This application sought to amend the detail of the TRO required under condition no. 24 on planning permission ref. 17/2483N. The condition requires the TRO to be in place prior to the commencement of development but does not specify that the physical works should be undertaken prior to development commencing. However condition no. 27 requires that no dwellings be occupied until the agreed scheme has been delivered. I am awaiting confirmation or otherwise from CEC with regards to the current status of the TRO.

Condition 19 requires the development to be undertaken in full accordance with the Environmental and Highways Management Plan approved under application ref. 18/3014D. This contains details with regards to piling works.

Condition 18 requires the following *'The development shall be undertaken in accordance with the requirements for a 1.8m high acoustic fence as detailed in the acoustic report undertaken by Echo Acoustics dated the 28th July 2017 as detailed in application 17/2483n. No dwelling shall be occupied unless and until the fence is provided in accordance with the requirements of the Noise report.*

Damage to any property as a result of the pile driving is regarded as a civil matter that the Council will not get involved in.





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Report Statement

Meeting: Parish Council Meeting
Report Purpose: New Toucan crossing on Rope Lane
Version Control: v0
Author: Cllr Marren (CEC)

New Toucan crossing on Rope Lane

I have been arguing for some time over the location of a new S106 funded crossing (condition of Chatsworth Park development). Officers are insistent that it be placed at the end of the cycle lane which the closest neighbours and I think is a nonsense. I pointed out an alternative crossing point (not perfect) at the end of the PROW close to Vine Tree Avenue. It's a battle going on for quite a while but will come to a head soon. I have had access to the Feasibility report written by Ringway Jacobs and the Road Safety Audit but have issues with both advisory reports and have told the decision maker of them. I also spent an hour doing a pedestrian count at the option 2 crossover point.

The type coloured yellow are extracts from the advisory reports I was sent and have confidentially shared with the Parish Council to enable you to make additional comment :

FEASIBILITY REPORT-Ringway Jacobs

- A review of the proposed locations survey data – On the 8th January 2022 I asked for the details of the traffic and pedestrian count to be given to me but they haven't been sent to me yet.

Page 6 Paragraph 3 The report says:

Funding has been allocated via a S106 agreement, whereby following the erection of the above development, a new pedestrian crossing should be installed near to Broomhall Drive (location pictured below)



This map, in the feasibility study, purporting to show the proposed location of the crossing is not correct. The intent under option 1 is to build the crossing to the left hand side of the bungalows (as you look at the map) to align with the rarely used cycle path.

Page 6 Para 3 The report says, in relation to option 1 “It is recognised that a large number of pedestrian activity at peak hours is to and from the two nearby schools which provides justification for a safe crossing point in this location.” This could also be said for Option 2 but it isn’t. There are many pedestrians already crossing at the option 2 point, some from the Chatsworth Park Estate and others coming from Vine Tree Avenue.

Page 8 Para 5.1 Option 1 proposes a crossing point to be situated at the end of a shared use footpath (as shown below). This time the crossing is properly shown in the option 1 position. Whilst the footpath is shared with a cycle lane it rarely has a cyclist on it and virtually never has a pedestrian use it. This option does provide good visibility in both directions but is virtually unused.

Page 9 Para 5.2 Option 2 for this option to be feasible the Local Authority would need to acquire some of the adjacent land to ensure there is sufficient space to accommodate a signalised crossing point. Some extensive de-vegetation would also be required to provide a safe level of visibility in both directions. It is true that the local authority would need to acquire some of the adjacent land to accommodate the crossing, but it is not extensive in my view. I’ve provided a photograph to assist Council Officers. I think it is incorrect to describe the de-vegetating requirement as extensive but I do accept that there is a relatively short section of hedgerow to be taken out.



What is unfair in the option comparison is not to mention at all, at option 1, (para 5.1) that some adjacent land would need to be acquired so that pedestrians can walk safely the 60 yards from Broomhall Drive to Option 1 and the rarely used cycle lane. I'm told by the owners of the bungalow that they own the verge; not the Council. Even if the Council did own it, the requirement to footpath it isn't mentioned. Without the footpath it would be reckless to encourage pedestrians leaving Broomhall Drive to use it as they would have to walk on the road against the traffic flow.

Page 9 Para 5.2 Option 2

"offers limited benefits to those outside of this estate" . I think this is wrong. A crossing at option 2 allows many pedestrians walking from Vine Tree Avenue and its associated estates (including those who will take a safe walking route from Willowbrook Grange when the Council construct the S106 financed access footway to Crewe road)

Page 9 Para 5.2 Option 2

As well as this, it is in close proximity to two junctions, Burlea Drive and Vine Tree Avenue, which raises further concerns regarding visibility and the potential for pedestrian / vehicle conflict. I have listed lots of examples where "Highways" and the "Council" has been blind to this argument and constructed numerous crossings on or close to junctions with the potential for pedestrian/vehicle conflict. In fact, the Council is doing exactly the same on Crewe Road in Shavington, NOW. The Council is constructing a Toucan crossing in close proximity to two junctions, Main Road and Lime Grove. This argument is inconsistent with many examples of their actual practice.

Page 9 Para 5.2 Option 2

Situated around 130m to the south of this option is an existing signalised pedestrian crossing, which was recently installed (February 2020). Adding an additional crossing in such a close proximity to an established signalised crossing, may be of limited additional benefit and may be seen as unnecessary. Pedestrians using Vine Tree Avenue to access the Doctors, Pharmacy, childcare business or the High School are not going to turn the wrong way and walk back to the co-op to cross over the road so that they can turn round to walk to the Doctors, Pharmacy, childcare business or the High School. It would add more than 200 yards to their walk.

Page 10 Para 6.1

Apart from the last sentence I don't accept the points argued.

Page 13 Para 8.1

This last sentence should simply be deleted as it reflects a dream like advantage and nothing more. Location 1, which is located further North of location 2, has a lack of cycle facilities on the western side of crossing. The highlighted sentence is a statement of fact.

I accept the difficulties listed re option 2, but they are not insurmountable. As I've said above, not to mention the necessary land acquisition and construction of a 60 yard footpath to have any chance of making option 1 work seriously, undermines the argument in favour of option 1.

Page 13 Para 8.2 Conclusion

I regard the conclusion supporting option 1 as seriously flawed at best and I do not agree with it.



The picture in the road safety report is out of date because the hedge is no longer overgrown because I keep requesting it be cut. I accept it needs removing but if isn't removed it will still need cutting twice a year for ever and the cost of doing so will outweigh the cost of removing it once.

Page 9 Problem A2.2

This problem is accepted. The gate isn't wide enough for wheelchair users, prams and cyclists and may lead to injury if collided with. That will still be the case if the crossing is not installed at the end of the PROW and so the cost of rectification shouldn't be added to the cost of preparatory works necessary for option 2.

Page 10 Problem A3.1

This is a problem that theoretically exists but has not prevented a number of crossings being built near conflict points including one under construction in Shavington now, on Crewe Road.

Page 12 Problem A4.2

The problem of a lack of footway is accepted and about 10 yards is needed. The report though is silent on the need for 60 yards of missing footpath in relation to option 1, which in my view is a serious omission.

Page 13 Problem A4.3

I have argued that the residents of Shavington will be content with a Pelican crossing (no cycle facilities).

Page 15 Problem Location Plan

The road safety officers seem to have forgotten to point out that encouraging pedestrians to walk from Broomhall Drive, 60 yards to the Option 1 location, on the road, against traffic, is likely to be a serious safety concern.

In an email from the Head of Infrastructure and Parking I was told of the pedestrian count at each location.

- Over the course of the 7-day period (Monday - Sunday) the average daily pedestrian crossing movements across Rope Lane at this location = 1. I undertook my own pedestrian count at the option 2 location on Friday 7th January. Between 07.52 (when I arrived) and 08.52, 28 pedestrians crossed the road; by 09.00 when I left it was 29. That clearly tells me that more than one person crosses at the option 2 location in a whole day.

I have presented alternative crossing points to the Head of Infrastructure and Parking to consider, subject to the S106 agreement and Wain Homes permitting an alternative location outside of Rope Lane. Two alternatives:

Main Road where the Lollypop person used to be, outside the Primary school.

Crewe Road in the vicinity of the NISA store.

In an effort to prevent the wrong decision (which has been imminent for at least two weeks), I invited the Deputy Leader of the Council, who is also the Chair of Highways to come and have a look and also at other crossing points I'm pushing for up near the NISA store and near the primary school on Main Road. That visit took place on the 18th January. It was a heartening visit.

On the 19th January at 08.00, I repeated that tour with CEC's Chief Executive and I believe it was useful.

If these visits don't work in preventing the installation of a "white elephant" it will need media pressure.



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Shavington-cum-Gresty Council
Environment and Recreation Committee meeting
Main Road,
Shavington, Crewe
CW2 5DP



MINUTES of the meeting held on
Wednesday 19 January 2022¹

In attendance: Cllr Adam, Ferguson, K Gibbs
Mrs Barlow

ScG R&E/21/3/1	<i>To receive apologies for absence</i>
	Apologies were received and accepted from Cllrs Buchanan and Hancock.
ScG R&E/21/3/2	<i>To note declarations of Members' interests</i>
	No declaration was raised.
ScG R&E/21/3/3	<i>To confirm and sign the minutes of the Environment and Recreation Committee Meeting hold on 20 October 2021</i>
	RESOLVED: that the Minutes of the previous meeting are approved and signed as an accurate record.
ScG R&E/21/3/4	<i>Public Participation</i> <i>A period not exceeding 20 minutes for members of the public to ask questions or submit comments</i>
	No comment was made.
ScG R&E/21/3/5	<i>To receive and consider an update about the Gresty Lane Allotments</i>
	The Clerk updated Members with regards to Gresty Lane Allotments. Members NOTED the update. RESOLVED: that following the meeting with the Allotment Holders, a recommendation is made to the Parish Council to review the Allotment Policy as follows:

¹ The meeting started 19:48hrs

	<p>a. Clause 3.14 <i>“Tenants are permitted to use the main water system only while their plot is being attended.”</i></p> <p>b. Clause 4.5 <i>“The Council will assist security by providing boundary fences and/or hedges, with lockable access gates at every site. Every tenant will be provided with an access gate key or code for their personal use only. In the interests of maintaining security tenants are asked not to make copies for others to use. Where keys are provided by the Council they remain the property of the Council, and together with any additional copies must be returned to the Council when a tenancy comes to an end.”</i></p> <p>c. <i>“Grandfather rights shall apply up to the date in which this policy has been approved by Council”</i></p> <p>d. Clause 7.7 <i>“In the event of the death of an allotment plot holder the Parish Council shall be notified, and the tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate at the end of the yearly agreement.”</i></p> <p>e. Clause 8.3 <i>“A reduced Allotment Rent is offered to tenants who are in receipt of an income-based benefit and/or state pension.”</i></p> <p>Members NOTED Tenants’ comments on clause 3.6 and agreed to defer any recommendations to Council until they get a unanimous view on the matter from the Allotment representative².</p>
<p>ScG R&E/21/3/6</p>	<p><i>To receive and consider an update with regards to the Vine Tree play area</i></p>
	<p>The Clerk and Cllr Ferguson briefed Members with regards to Vine Tree play area.</p> <p>Members NOTED the update.</p> <p>RESOLVED: that the annual inspection report and the risk assessment are accepted and noted.</p>
<p>ScG R&E/21/3/7</p>	<p><i>To consider an update with regards to the procurement process for the acquisition of recreational land in the Parish</i></p>
	<p>Members NOTED the update.</p>

² Mrs Barlow left the meeting at 20:34 hrs

ScG R&E/21/3/8	<i>To note and consider lorry issues within the Parish</i>
	Cllr K Gibbs briefed Members with regards to the item. Members NOTED the update.
ScG R&E/21/3/9	<i>To consider proposals for ground maintenance service in the Parish for 2022/23 and to consider to select and appoint the awarded supplier.</i> <i>To consider to delegate the Clerk to sign the contract in accordance with the Council Finance Regulations</i>
	Clerk updated Members with regards to the item. Members NOTED the update. RESOLVED: that the following recommendations are made to Council: <ul style="list-style-type: none">a. That the contract is awarded to Green Living Horticultural Ltdb. That a towed water bowser is purchased as per contractor requirement, with a budget up to £1,000. (Cost centre: Environment and Recreation – cost code: General Amenities)c. That the Clerk is authorised to sign the contract with the awarded contractor on behalf of the Council

Meeting closed at 21:01 hrs

Chair: Cllr Ferguson

Clerk: S Garnero



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Report Statement

Meeting: Parish Council Meeting

Report Purpose: To provide Members an update with regards to payments since the previous meeting

Version Control: v0

Author: Clerk

1. Report Summary

The report provides Members an update with regards to payments made by the Clerk since the previous meeting

2. Background

The Council has been using the Scribe online system to manage and overview its accounts and finance.

3. Position

Members are asked to note the payments made by the Clerk from 1 December 2021 to 2 February 2022 listed in Annex 1.

Members are also asked to note and approve two payments authorised by the Parish Clerk under s.4.5 of Finance Regulation:

- a. Repair and maintenance of Fire system in the Village Hall: £495.01 + VAT
The Fire system hasn't been properly serviced for years. The battery of the system was flat, and the calling points needed to be replaced. The Clerk considered this a priority and a potential risk for the Council. As there wasn't any budgetary provision, the cost was coded under the cost code Maintenance – Village Hall
- b. Emergency lights service – regular maintenance of the Emergency lights system. The cost was coded under the cost code Fire equipment and resulted in an overspent of the cost code

4. Conclusions

Members are asked to consider the following:

- a. Note and approve the payment made by the Clerk under the current delegation scheme. And approve the payments made under s.4.5 for the service of the Fire System and Emergency Lights system
- b. Note the payments made by the Clerk under the current delegation scheme, and not to approve

5. Consideration Sought

That the payments are noted and approved.

ANNEX 1

List of payments made by the Clerk under the current scheme of delegation.



Shavington-cum-Gresty Parish Council

PAYMENTS LIST

Voucher	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
272	Event 5 - Remembrance Sun	01/12/2021		Parish Council Main A _y	BACS	Remembrance Sunday	Blue Arrow Traffic Managem	S	495.00	99.00	594.00
276	Staff Expenses	01/12/2021		Parish Council Main A _y	CARD	Office material	Amazon Services Europe S.a.	S	8.70	1.74	10.44
277	Staff Expenses	01/12/2021		Parish Council Main A _y	CARD	Office material	Executive Retail Ltd	S	24.96	4.99	29.95
278	Staff Expenses	01/12/2021		Parish Council Main A _y	CARD	Office material	Cheerful Bargains Ltd	S	7.49	1.50	8.99
279	Staff Expenses	01/12/2021		Parish Council Main A _y	CARD	Office material	Houseware Ltd	S	16.58	3.32	19.90
281	Staff Expenses	01/12/2021		Parish Council Main A _y	CARD	Office material	Executive Retail Ltd	S	6.66	1.33	7.99
282	Staff Expenses	01/12/2021		Parish Council Main A _y	CARD	Office material	Executive Retail Ltd	S	6.66	1.33	7.99
283	Staff Expenses	01/12/2021		Parish Council Main A _y	CARD	Office material	Amazon EU S.a r.l. UK Branci	S	31.68	6.34	38.02
284	Staff Expenses	01/12/2021		Parish Council Main A _y	CARD	Office material	Paintings Frames Etc Limited	S	27.76	5.56	33.32
286	Staff Expenses	01/12/2021		Parish Council Main A _y	CARD	Office material	JK Commerce Ltd	S	2.49	0.50	2.99
287	Staff Expenses	01/12/2021		Parish Council Main A _y	CARD	Office material	Amazon Services Europe S.a.	S	16.62	3.33	19.95
288	ASH Waste collection	01/12/2021		Parish Council Main A _y	Direct Debit	Waste collection Village Hall	ASH Waste Services	S	76.55	15.31	91.86
320	Staff Expenses	01/12/2021		Parish Council Main A _y	CARD	Office material	Amazon Services Europe S.a.	S	12.49	2.50	14.99
335	Office 365 package	03/12/2021		Parish Council Main A _y	CARD	Microsoft Azure	Microsoft Ireland Operations	S	10.29	2.05	12.34
274	Scottish Power	06/12/2021		Parish Council Main A _y	BACS	Electricity bill	Scottish Power	L	224.62	11.23	235.85
336	Adobe Creative Cloud	06/12/2021		Parish Council Main A _y	CARD	Adobe	Adobe	S	8.32	1.66	9.98
333	ICT equipment	07/12/2021		Parish Council Main A _y	CARD	Office equipment	Prestek Computing Limited	S	6.50	1.30	7.80
308	ICT equipment	08/12/2021		Parish Council Main A _y	CARD	Photocamera	Attics Plus Limited	S	271.67	54.33	326.00
309	ICT equipment	08/12/2021		Parish Council Main A _y	CARD	Photocamera	Greenwayz ltd	S	13.32	2.67	15.99
293	Call-minding service(KBVO/C	09/12/2021		Parish Council Main A _y	BACS	Call-handling	Cymphony	S	62.12	12.42	74.54
289	Payroll Service	13/12/2021		Parish Council Main A _y	BACS	Payroll Service	Beardmore Accountants	S	42.50	8.50	51.00
290	Newsletter: design, print and	13/12/2021		Parish Council Main A _y	BACS	Monthly retainer	Brave Little Tank	S	900.00	180.00	1,080.00
291	Website	13/12/2021		Parish Council Main A _y	BACS	Website	Brave Little Tank	S	175.00	35.00	210.00
294	Allotment Fees	13/12/2021		Parish Council Main A _y	BACS	Hedge cutting Gresty Lane	Chris Dodd- Rope Green Farr	S	80.00	16.00	96.00
295	Allotment Fees	13/12/2021		Parish Council Main A _y	BACS	Hedge cutting Gresty Lane	Chris Dodd- Rope Green Farr	S	105.00	21.00	126.00
296	Allotment Fees	13/12/2021		Parish Council Main A _y	BACS	Hedge cutting Gresty Lane	Chris Dodd- Rope Green Farr	S	175.00	35.00	210.00
297	GDPR	13/12/2021		Parish Council Main A _y	BACS	Data Protection Compliance Se	JDH Business Services	S	900.00	180.00	1,080.00
298	Fire Equipment	13/12/2021		Parish Council Main A _y	BACS	Annual check fire estinguisher	North Staffs Fire	S	145.39	29.07	174.46
299	PCSO	13/12/2021		Parish Council Main A _y	BACS	Payment for one PCSO	Cheshire Constabulary	X	8,320.00		8,320.00
300	Event 5 - Remembrance Sun	13/12/2021		Parish Council Main A _y	BACS	Donation Bugler Remembranc	Shavington Academy	X	50.00		50.00
310	Staff Salary	13/12/2021		Parish Council Main A _y	BACS	HMRC	HMRC	X	1,219.22		1,219.22
311	Staff Salary	13/12/2021		Parish Council Main A _y	BACS	Salary	S Garnero	X	2,127.78		2,127.78
312	Staff Salary	13/12/2021		Parish Council Main A _y	BACS	Salary	S Randle	X	863.24		863.24
292	Gas Supply	13/12/2021		Parish Council Main A _y	BACS	Gas	British Gas	Z	186.43		186.43
316	Cleaning of Hall	15/12/2021		Parish Council Main A _y	BACS	Cleaning Village Hall	Crystal Clean	S	474.75	94.95	569.70
313	Staff Salary	15/12/2021		Parish Council Main A _y	Direct Debit	Pension	NEST	X	205.95		205.95

Shavington-cum-Gresty Parish Council

PAYMENTS LIST

Voucher Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
314	15/12/2021		Parish Council Main A _y	BACS	Gas	British Gas	X	444.07		444.07
315	15/12/2021		Parish Council Main A _y	BACS	Staff training course	Cheshire Assoc Local Council	X	30.00		30.00
318	23/12/2021		Parish Council Main A _y	BACS	Wi-Fi Village Hall	KCOM Group Ltd	S	56.50	11.30	67.80
317	24/12/2021		Parish Council Main A _y	Direct Debit	VOIP	Gradwell Communications	S	24.31	4.86	29.17
334	29/12/2021		Parish Council Main A _y	CARD	Village Hall booking service	Skedda	E	22.29		22.29
319	29/12/2021		Parish Council Main A _y	Direct Debit	Microsoft	Strategy 365	S	74.20	14.84	89.04
327	06/01/2022		Parish Council Main A _y	BACS	Cleaning Village Hall	Crystal Clean	S			
328	06/01/2022		Parish Council Main A _y	Direct Debit	Village Hall booking service	Cymphony	S	56.48	11.29	67.77
321	12/01/2022		Parish Council Main A _y	BACS	Emergency Lights Service Villa	North Staffs Fire	S	180.00	36.00	216.00
322	12/01/2022		Parish Council Main A _y	BACS	Payroll Service	Beardmore Accountants	S	42.50	8.50	51.00
325	12/01/2022		Parish Council Main A _y	BACS	Website	Brave Little Tank	S	175.00	35.00	210.00
329	12/01/2022		Parish Council Main A _y	BACS	Fire alarm system service and	North Staffs Fire	S	495.01	99.00	594.01
330	12/01/2022		Parish Council Main A _y		PPL PRS 2019-2020	PPL PRS United for Music	S			
331	12/01/2022		Parish Council Main A _y	BACS	Design and marketing	Brave Little Tank	S	900.00	180.00	1,080.00
326	12/01/2022		Parish Council Main A _y	BACS	Staff training course	Cheshire Assoc Local Council	X	30.00		30.00
323	12/01/2022		Parish Council Main A _y	BACS	Newsletter	Solopress	Z	526.39		526.39
324	12/01/2022		Parish Council Main A _y	BACS	Newsletter	Solopress	Z	405.00		405.00
332	12/01/2022		Parish Council Main A _y	BACS	Marketing material distribution	The Leaflet Team	Z	289.00		289.00
337	25/01/2022		Parish Council Main A _y	Direct Debit	Adobe	Adobe	S	8.32	1.66	9.98
343	25/01/2022		Parish Council Main A _y	Direct Debit	VOIP	Gradwell Communications	S	17.01	3.39	20.40
344	25/01/2022		Parish Council Main A _y	Direct Debit	Wi-Fi Village Hall	KCOM Group Ltd	S	56.50	11.30	67.80
349	25/01/2022		Parish Council Main A _y	Direct Debit	Microsoft Azure	Strategy 365	S	74.20	14.84	89.04
348	25/01/2022		Parish Council Main A _y	Direct Debit	Pension	NEST	X	205.95		205.95
341	28/01/2022		Parish Council Main A _y	BACS	Gas	British Gas	L	262.25	13.11	275.36
338	28/01/2022		Parish Council Main A _y	BACS	Payroll Service	Beardmore Accountants	S	42.50	8.50	51.00
339	28/01/2022		Parish Council Main A _y	BACS	Marketing support	Brave Little Tank	S	900.00	180.00	1,080.00
340	28/01/2022		Parish Council Main A _y	BACS	Website	Brave Little Tank	S	175.00	35.00	210.00
342	28/01/2022		Parish Council Main A _y	BACS	Training course - Councillor	Cheshire Assoc Local Council	X	60.00		60.00
345	28/01/2022		Parish Council Main A _y	BACS	HMRC	HMRC	X	1,219.42		1,219.42
346	28/01/2022		Parish Council Main A _y	BACS	Salary	S Randle	X	863.04		863.04
347	28/01/2022		Parish Council Main A _y	BACS	Salary	S Garner	X	2,127.78		2,127.78
350	28/01/2022		Parish Council Main A _y	BACS	Water	Water Plus	Z	421.88		421.88
Total								27,485.34	1,500.52	28,985.86



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Report Statement

Meeting: Parish Council Meeting

Report Purpose: To provide Members an update with regards to the YTD financial position of the Council

Version Control: v0

Author: Clerk

1. Report Summary

The report provides Members an update with regards to the YTD finance position of the Council.

2. Position

Members are asked to note the YTD financial position of the council as detailed in Annex 1.

Also, Members are asked to note that the following cost codes are exceeding the budget provision for 2021/22:

- a. **Admin/Staff - Payroll Service:** extra costs due to staff rotations
- b. **Neighbourhood Planning - Neighbourhood Plan:** costs from the previous financial year being absorbed in the current one
- c. **Village Hall – Gas Supply:** higher consumption related to higher occupancy compared to the previous year
- d. **Village Hall – Fire equipment:** due to a not-forecast of services and maintenance costs
- e. **Village Hall – Water Plus:** issue raised with the provider. Water consumptions are low, but sewer costs are extremely high. The issue was reported to WaterPlus, and the Clerk is waiting for them to reconsider the way the sewer cost is calculated.

Overall, the Council's financial position is positive, and there is nothing that massively concerns the Clerk.

In Annex 2, the update forecast financial position of the Council on 31 March 2022 (dated 05.01.2022)

3. Conclusions

Members are asked to consider the following:

- a. Note and approve the YTD financial position
- b. Note the YTD financial position, but not to approve it

4. Consideration Sought

That the YTD Council financial position is noted and approved.

Shavington-cum-Gresty Parish Council

26 January 2022 (2021 - 2022)

Summary of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2021 and 02/02/2022)

Admin / Staff

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
6	Staff Salary				63,354.00	43,180.97	20,173.03	20,173.03 (31%)
7	Overtime							(N/A)
8	Tax & NI							(N/A)
9	Payroll Service				500.00	590.00	-90.00	-90.00 (-18%)
11	Clerk's Expenses							(N/A)
12	Clerk's Stationery							(N/A)
13	Laptop Purchase (for Clerk)							(N/A)
14	Software Training							(N/A)
70	Staff Expenses				1,250.00	1,041.86	208.14	208.14 (16%)
71	Accountancy software				650.00	584.00	66.00	66.00 (10%)
72	ICT equipment				2,000.00	1,313.66	686.34	686.34 (34%)
73	Staff Training				500.00	371.00	129.00	129.00 (25%)
74	General Parish Council design a				2,500.00	2,500.19	-0.19	-0.19 (-0%)
SUB TOTAL					70,754.00	49,581.68	21,172.32	21,172.32 (29%)

Amenities General

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
15	Purchase of two Benches (Newc							(N/A)
SUB TOTAL								(N/A)

Communications

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
17	Brave Little Tank							(N/A)
18	Solopress - Printing							(N/A)
19	Website				2,100.00	1,925.00	175.00	175.00 (8%)
20	Newsletter: design, print and deli				10,400.00	10,446.73	-46.73	-46.73 (-0%)
21	Emails / Dedicated Phone Line							(N/A)
22	Photography Contract							(N/A)
23	Communications - Miscellaneous							(N/A)
75	Office 365 package				1,500.00	880.01	619.99	619.99 (41%)
76	VOIP phone line/costs				400.00	202.10	197.90	197.90 (49%)
77	Adobe Creative Cloud				600.00	74.88	525.12	525.12 (87%)
78	Zoom - for holding remote Coun				450.00	247.98	202.02	202.02 (44%)
98	Boundary Marketing				4,000.00	3,535.34	464.66	464.66 (11%)
SUB TOTAL					19,450.00	17,312.04	2,137.96	2,137.96 (10%)

Environment and Recreation

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
16	General Amenities		1,244.00	1,244.00	1,800.00	1,893.64	-93.64	1,150.36 (63%)

Shavington-cum-Gresty Parish Council

26 January 2022 (2021 - 2022)

Summary of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2021 and 02/02/2022)

31	Grounds Maintenance	12,000.00	7,877.00	4,123.00	4,123.00 (34%)		
84	Recreational Land research cost	6,200.00	1,003.00	5,197.00	5,197.00 (83%)		
85	Vine Tree Play Area - Maintenanc	1,000.00		1,000.00	1,000.00 (100%)		
86	Lengthsman for maintenance	4,000.00		4,000.00	4,000.00 (100%)		
87	Vine Tree Play Area - quarterly ir	400.00		400.00	400.00 (100%)		
SUB TOTAL		1,244.00	1,244.00	25,400.00	10,773.64	14,626.36	15,870.36 (62%)

Events

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
24	Carols at Christmas						(N/A)	
25	Remembrance Day						(N/A)	
26	VE Commemoration (May 2020)						(N/A)	
79	Event 1 - Village Festival				1,700.00	1,561.94	138.06	138.06 (8%)
80	Event 2				1,500.00	1,356.11	143.89	143.89 (9%)
81	Event 3				1,500.00		1,500.00	1,500.00 (100%)
82	Event 4 - Christmas/Winter				1,600.00		1,600.00	1,600.00 (100%)
83	Event 5 - Remembrance Sunday				4,500.00	3,831.37	668.63	668.63 (14%)
SUB TOTAL					10,800.00	6,749.42	4,050.58	4,050.58 (37%)

Grants

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
27	Small Grants Scheme				1,100.00	50.00	1,050.00	1,050.00 (95%)
28	Env Award to Shavington Acade							(N/A)
29	Youth Club							(N/A)
30	S.137 Grants - car park				5,500.00	5,500.00		(0%)
SUB TOTAL					6,600.00	5,550.00	1,050.00	1,050.00 (15%)

Income

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
1	Precept	142,540.00	142,540.00					(0%)
2	Allotment Fees		850.00	850.00		360.00	-360.00	490.00 (N/A)
3	CIL							(N/A)
4	Other Income		1,195.36	1,195.36				1,195.36 (N/A)
5	VAT Reclaim							(N/A)
65	Hall Hire		5,630.00	5,630.00		228.75	-228.75	5,401.25 (N/A)
SUB TOTAL		142,540.00	150,215.36	7,675.36		588.75	-588.75	7,086.61 (4%)

Insurance/Audit/Subscriptions

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
32	External Audit							(N/A)

Shavington-cum-Gresty Parish Council

26 January 2022 (2021 - 2022)

Summary of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2021 and 02/02/2022)

33 Internal Audit					(N/A)
34 Internal, external audit ChALC fi	4,800.00	4,926.05	-126.05	-126.05	(-2%)
35 CALC					(N/A)
97 H&S Village Hall	500.00	500.00			(0%)
99 GDPR	900.00	900.00			(0%)
SUB TOTAL	6,200.00	6,326.05	-126.05	-126.05	(-2%)

Members

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
36	Member Training				500.00	85.00	415.00	415.00 (83%)
SUB TOTAL					500.00	85.00	415.00	415.00 (83%)

Miscellaneous

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
88	Union flag				150.00	150.00		(0%)
SUB TOTAL					150.00	150.00		(0%)

Neighbourhood Planning

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
37	Consultant's Support from CCA							(N/A)
38	CCA Membership							(N/A)
89	Neighbourhood Plan				500.00	670.00	-170.00	-170.00 (-34%)
SUB TOTAL					500.00	670.00	-170.00	-170.00 (-34%)

Police

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
39	PCSO				33,300.00	16,640.00	16,660.00	16,660.00 (50%)
90	Police Car PCSO use				1,800.00		1,800.00	1,800.00 (100%)
SUB TOTAL					35,100.00	16,640.00	18,460.00	18,460.00 (52%)

Projects

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
40	Purchase of Land							(N/A)
41	Maintain/Upgrade Kitchen Bar Ai							(N/A)
42	Window Blinds in Village Hall							(N/A)

Shavington-cum-Gresty Parish Council

26 January 2022 (2021 - 2022)

Summary of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2021 and 02/02/2022)

SUB TOTAL								(N/A)
Unallocated Reserves		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
47	Unallocated Reserves							(N/A)
SUB TOTAL								(N/A)
Village Hall		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
48	Hygiene Equipment							(N/A)
49	Supplies				300.00	297.77	2.23	2.23 (0%)
50	Cleaning of Hall				6,000.00	3,036.63	2,963.37	2,963.37 (49%)
51	Window Cleaning							(N/A)
52	British Gas Careplan							(N/A)
53	Gas Supply				1,600.00	1,645.66	-45.66	-45.66 (-2%)
54	Scottish Power				800.00	405.73	394.27	394.27 (49%)
55	Water Services							(N/A)
56	Waste Collection							(N/A)
57	Fire Equipment				250.00	325.39	-75.39	-75.39 (-30%)
58	Music Licence							(N/A)
59	Wi-Fi Service				800.00	565.00	235.00	235.00 (29%)
60	Call-minding Service							(N/A)
61	Keys for Village Hall							(N/A)
62	On-line Booking Service				240.00	88.17	151.83	151.83 (63%)
63	General Maintenance				2,600.00	2,387.01	212.99	212.99 (8%)
64	Other							(N/A)
91	Dame Hygiene				700.00	481.87	218.13	218.13 (31%)
92	Water Plus				1,500.00	2,221.31	-721.31	-721.31 (-48%)
93	ASH Waste collection				800.00	745.04	54.96	54.96 (6%)
94	PPS/PRS				250.00		250.00	250.00 (100%)
95	Call-minding service(KBVO/Cym				800.00	686.64	113.36	113.36 (14%)
96	Marketing				2,000.00	981.49	1,018.51	1,018.51 (50%)
SUB TOTAL					18,640.00	13,867.71	4,772.29	4,772.29 (25%)
Vine Tree Play Area		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
43	Play Equipment Inspections/Mai							(N/A)
44	Play Equipment Other							(N/A)
45	Quarterly Inspections							(N/A)
46	Replace covered Litter Bins							(N/A)
SUB TOTAL								(N/A)

Summary of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2021 and 02/02/2022)

Summary

NET TOTAL	142,540.00	151,459.36	8,919.36	194,094.00	128,294.29	65,799.71	74,719.07 (22%)
V.A.T.		17,534.95			8,147.57		
GROSS TOTAL		168,994.31			136,441.86		



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ANNEX 2

Calculations to inform the budget for 2022-23			
A CALCULATION OF LIKELY BALANCE ON 1 APRIL 2022			
	Balance at bank on 5 January 2022 (Parish Council main a/c)	£105,479.00	
	Balance at bank on 5 January 2022 (Village Hall account)	£21,852.00	
	Total combined balance	<u>£127,331.00</u>	
LESS	Forecast Spend to 31 March 2022	£44,898.67	* ADDED 1 MONTH extra to cover the cost of PCSO
	<u>Expected balance available on 1 April 2022</u>	<u>£82,432.33</u>	
	<u>Expected balance available on 1 April 2022 used on budget calculation</u>	£78,184.06	
	<u>Delta</u>	£4,248.27	



SHAVINGTON
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Report Statement

Meeting: Parish Council, 02.002.2022

Report Purpose: To review recommendations highlighted from the Internal and External Audit report and consider actions needed

Version Control: v0

Author: Clerk

1. Report Summary

The report aims to review recommendations highlighted from the Internal and External Audit report and consider to implement any action needed.

2. Background

On 7 July 2021, Members reviewed and considered the Internal Audit report undertaken by the appointed Internal Auditor JHD Business Service Limited.

On 6 October 2021, Members reviewed and noted the External Audit report.

3. Position

Since then, the Parish Clerk has been working together with the Finance committee to address all points raised by the auditors in their report – as per Annex 1.

The only open point that hasn't been addressed and need to be to is an additional control with the BACS payment. Indeed, currently the Clerk is the only officer appointed to made online payments, which can potentially results in risk for the council for errors or fraud.

To balance the risk, the Clerk has put in place a system of regular checks such:

- Monthly bank reconciliation
- Approval for any payment by at least three members
- Cross check between payees details and invoices
- Regular internal audit

However, it is recommended that the Council Finance Regulation are amended in a way to introduce the dual approval on online payment. Council deferred the matter to Finance Committee to review the DRAFT Finance Regulation, before considering it.

4. Sustainability Impact

A sound system is crucial to guarantee sustainability of projects and services



5. Community Impact

Transparency and effective risk management support the confidence toward the Council.

6. Governance

ScG Finance Regulation
Local Audit and Accountability 2014

7. Financial Impact

None

8. Resource Impact

Parish Clerk time

9. Conclusions

Members are asked to note the report and to highlight any actions needed.



INTERNAL AUDIT REPORT
SHAVINGTON-CUM-GRESTY PARISH COUNCIL
2020/21

The internal audit was carried out by undertaking the following tests in the AGAR Annual Return for Local Councils in England:

- Checking that books of account have been properly kept throughout the year
- Checking a sample of payments to ensure that the Council's financial regulations have been met, payments are supported by invoices, expenditure is approved, and VAT is correctly accounted for
- Reviewing the Council's risk assessment and ensuring that adequate arrangements are in place to manage all identified risks
- Verifying that the annual precept request is the result of a proper budgetary process; that budget progress has been regularly monitored and that the council's reserves are appropriate
- Checking income records to ensure that the correct price has been charged, income has been received, recorded and promptly banked and VAT is correctly accounted for
- Reviewing petty cash records to ensure payments are supported by receipts, expenditure is approved and VAT is correctly accounted for
- Checking that salaries to employees have been paid in accordance with Council approvals and that PAYE and NI requirements have been properly applied
- Checking the accuracy of the asset and investments registers
- Testing the accuracy and timeliness of periodic and year-end bank account reconciliation(s)
- Year end testing on the accuracy and completeness of the financial statements

Conclusion

On the basis of the internal audit work carried out, which was limited to the tests indicated above, in our view the council's system of internal controls is in place, adequate for the purpose intended and effective. The recommendations included in the action plan should to be implemented promptly.

JDH Business Services Limited

**INTERNAL AUDIT REPORT
SHAVINGTON-CUM-GRESTY PARISH COUNCIL
2020/21**

	ISSUE	RECOMMENDATION	FOLLOW UP
1	The 2019/20 accounts comparatives in the 2020/21 AGAR are incorrect. £21,217 has been disclosed as staff costs instead of £20,217. In addition, a number of rounding changes have been made.	<i>The 2019/20 accounts which were certified by the external auditor must be disclosed accurately in the 2020/21 AGAR.</i>	[SG] implemented
2	The cash book was balanced to the incorrect bank statement date in the year end bank reconciliation. The statement balance as at March 29 th 2021 was used which resulted in a number of cheques being disclosed as 'unpresented' in the bank reconciliation when in fact they had cleared the bank account by March 31 st , 2021.	<i>The year end bank statement balance must be used in the year end bank reconciliation.</i>	[SG] implemented
3	The council did not comply with Regulation 15 of the Accounts and Audit Regulations 2015 as amended by SI 2020/404 the Accounts and Audit (Coronavirus) (Amendment) Regulations 2020 as it failed to make proper provision for the exercise of public rights for the 2019/20 accounts. The public notice inspection period covered a 29 working day period instead of 30 days as no account was taken of the fact that August 31 st 2020 was a bank holiday.	<i>The council must comply with the requirements of the Accounts and Audit Regulations 2015 with respect to the notice for the exercise of public rights.</i>	[SG] to be considered when filling the Governance statement in the AGAR and to make sure the exercise of public rights is met this year

**INTERNAL AUDIT REPORT
SHAVINGTON-CUM-GRESTY PARISH COUNCIL
2020/21**

	ISSUE	RECOMMENDATION	FOLLOW UP
4	The VAT return produced by the SCRIBE system contains no supplier VAT registration numbers. No VAT reclaims were received in the year.	<i>VAT must be reclaimed on a timely basis. The VAT return needs to be populated with all supplier VAT registration numbers before submission to HMRC.</i>	[SG] VAT is regularly reclaimed
5	Two laptops were purchased during the year but had not been added to the fixed asset register.	<i>The council must ensure that all capital additions during the year are identified and recorded in the fixed assets register.</i>	[SG] Fixed asset register updated
2019/20 internal audit			
1	The initial budget setting process for 2019/20 failed to take account of the full year projected PCSO costs resulting in a shortfall in the initial budget of £13000.	<i>The budgeting process that underpins the setting of the precept must be improved to take account of all known expenditure.</i>	Implemented
2	A £3000 transfer between bank accounts had incorrectly been included in payments in the AGAR annual return accounts. Therefore, the year end balances and other payments were incorrectly stated.	<i>The Other Payments figure in the Annual Return should be reduced by £3000 and the year end balances. The year end balances should equate to £58977 (rounded).</i>	Implemented
3	The council did not comply with Regulation 15 of the Account and Audit Regulations 2015 as it failed to make proper provision for the exercise of public rights in Summer	<i>The council must ensure that it makes proper provision for the exercise of public rights for every financial year</i>	See 2020/21 internal audit

**INTERNAL AUDIT REPORT
SHAVINGTON-CUM-GRESTY PARISH COUNCIL
2020/21**

	ISSUE	RECOMMENDATION	FOLLOW UP
	<p>2019 for the 2018/19 accounts as the approval date of the accounts in the AGAR annual return was after the start date of the period for the exercise of public rights.</p>		
4	<p>We reported in 2018/19 that Minute 289 of the March 2019 meeting appeared to delegate various authorities relating to the village hall to a single member, which includes the ability to commit the council to expenditure and to make decisions for the council. The council resolved in 2019/20 that these functions would revert to the clerk, however, from review of the 2019/20 records it appears that councillors have undertaken roles in hall administration and committed the council to expenditure for the hall.</p> <p>Under s101 (1), (5) and (6) of the Local Government Act 1972 a parish council may arrange for any of its functions to be discharged by a committee, sub-committee or officer. S101 does not permit the council to delegate its functions to a single member. Therefore, the council may be currently operating in breach of the Local Government Act 1972.</p>	<p><i>RECURRING RECOMMENDATION</i> <i>The council need to resolve this situation urgently and ensure functions are delegated only to a committee, sub-committee or an officer and that no councillor commits to council to orders or contracts for expenditure</i></p>	<p>The feedback to our internal audit report has noted that this is no longer an issue.</p>

**INTERNAL AUDIT REPORT
SHAVINGTON-CUM-GRESTY PARISH COUNCIL
2020/21**

	ISSUE	RECOMMENDATION	FOLLOW UP
5	Income systems for the village hall could not be tested as no supporting documentation such as diaries/booking forms/invoices and receipts were provided. The clerk had requested the items from the councillor managing the bookings system but these had not been received at the date of the internal audit. It is likely that the pandemic and subsequent lockdown has impacted on the clerk ability to secure all the income information required	<i>The council need to urgently re-establish effective internal controls over hall hire and ensure all hall hire documentation is retained and made available for internal audit.</i>	Implemented
6	The fixed asset register value is incorrect as it does not cast correctly. An asset purchased in 2019/20 has been added, but the register is maintained as a WORD document rather than a spreadsheet so the total has not changed. In addition, there is a statement on the asset register about a recommendation from internal audit from 2017/18 that was never actually made. Finally, the clerk having corrected the final 2018/19 asset register disclosure on the AGAR annual return, has this year made the same error again and included a recent valuation figure(s) for assets.	<p><i>The fixed asset register should equate to last year's figure from the AGAR annual return plus the one addition in the year. Therefore, the register needs to be amended and the Annual Return disclosure.</i></p> <p><i>The invalid statement about internal audit recommendations from 2017/18 must be removed from the asset register.</i></p> <p><i>The asset register should be maintained as an excel spreadsheet.</i></p> <p><i>The Practitioners' Guide requires that assets should be valued at purchase cost or an insurance proxy if that isn't known</i></p>	Implemented, however, see 2020/21 issues

**INTERNAL AUDIT REPORT
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	ISSUE	RECOMMENDATION	FOLLOW UP
		<p><i>(that doesn't change over time), therefore, the only movement in fixed assets each year should be for additions and disposals and all additions should be at purchase price.</i></p> <p><i>The Council need to review the asset register and disclose the correct value in the AGAR Annual Return which should equate to the value for fixed assets disclosed in the 2018/19 AGAR annual return plus additions at cost less disposals at cost.</i></p>	
7	<p>The information provided for internal audit indicated that VAT had not been reclaimed on Direct Debits. The material VAT issue raised in 2018/19 has still not been addressed.</p>	<p><i>VAT on Direct Debits should be separately analysed and reclaimed</i></p> <p><i>Issue 4 of the 2018/19 report relating to VAT and partial exemption must be addressed.</i></p>	Recommendation Outstanding
8	<p>Sample testing identified an expenses claim for £189.97 from a councillor with no receipts provided.</p>	<p><i>Expenditure invoices/vouchers must be provided for all expense claims. VAT cannot be reclaimed on standard rated expenditure that is not supported by a VAT invoice.</i></p>	No further expenses issues identified in 2020/21

**INTERNAL AUDIT REPORT
SHAVINGTON-CUM-GRESTY PARISH COUNCIL
2020/21**

	ISSUE	RECOMMENDATION	FOLLOW UP
9	We raised a number of important issues last year but most have not been addressed.	<i>The council should urgently review all issues from 2018/19 internal audit and the 2019/20 internal audit and take prompt action to implement the recommendations.</i>	See internal audit issues below
2018/19 internal audit			
1	<p>A budget of £180595 has been set for 2019/20 to be financed by £129000 precept and the remainder from the entirety of forecast general reserves at the end of 2018/19. This approach to the 2019/20 budget would potentially either level the council with a critically low level of reserves, or no reserves so that any overspend could mean the council running at a deficit in funds.</p> <p>Therefore, the budget set for the 2019/20 financial year does not take into account of 'an amount that the council estimates will be appropriate to meet future estimated expenditure' (ie to hold in reserves). This is a requirement of the Local Government Finance Act 1992.</p>	<p><i>The council should urgently improve budgetary control and budget setting:</i></p> <ul style="list-style-type: none"> • <i>The Council should review their budget analysis and ensure that they can balance the budget for 2019/20. The items in particular that need to be reviewed are the £10000 unallocated sum and the £20000 budget for a purchase of parcel of land. These two budgets may be needed instead to ensure general cash reserves are in place at the year end.</i> • <i>The council must ensure that they are carrying an adequate general reserve. Sector guidance is that this should be between 3</i> 	<p>See 2019/20 issues.</p> <p>2020/21 follow up - implemented</p>

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	ISSUE	RECOMMENDATION	FOLLOW UP
		<p style="text-align: center;"><i>and 12 months of the precept level</i></p> <ul style="list-style-type: none"> • <i>Budgetary control reports detailing spend to date against budget should be regularly reported during 2019/20</i> 	
2	<p>Minute 289 of the March 2019 meeting appears to delegate various authorities relating to the village hall to a single member, which includes the ability to commit the council to expenditure and to make decisions for the council.</p> <p>Under s101 (1), (5) and (6) of the Local Government Act 1972 a parish council may arrange for any of its functions to be discharged by a committee, sub-committee or officer. S101 does not permit the council to delegate its functions to a single member. Therefore, the council may be currently operating in breach of the Local Government Act 1972.</p>	<p><i>The council need to resolve this situation urgently and ensure the functions listed in minute 289 are delegated only to a committee, sub-committee or an officer.</i></p>	<p>Recommendation outstanding – see 2019/20 issues.</p> <p>2020/21 follow up – council clerk has confirmed individual councillors can no longer commit the council to expenditure</p>
3	<p>Income systems for the village hall could not be tested as there was no audit trail from diaries to booking forms to invoices and to bankings. We could identify no booking</p>	<p><i>The council need to urgently re-establish effective internal controls over hall hire and ensure all hall hire</i></p>	<p>Recommendation outstanding – see 2019/20 issues.</p> <p>2020/21 follow up - implemented</p>

**INTERNAL AUDIT REPORT
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	ISSUE	RECOMMENDATION	FOLLOW UP
	forms, invoices, booking diaries or price lists. We understand that bookings were maintained on a personal computer by a councillor but that this information is not now available. The clerk has carried out an exercise to record all entries in the receipt books (total £3740) and to match with actual deposits into the bank (£3425), but this differs by £315.	<p><i>documentation is retained and made available for internal audit.</i></p> <p><i>The council should investigate the shortfall in hall hire bankings of £315.</i></p>	
4	We previously recommended that the council should secure VAT advice on the impacts of the significant works to the town hall on the amount of VAT that can be reclaimed, due to the £7500 partial exemption threshold. No VAT specialist advice has been secured and no VAT reclaim has been submitted for 2018/19 nor any received during 2018/19 relating to previous periods.	<i>The council need to urgently secure guidance from the SLCC VAT advice function to determine to what extent the VAT incurred on the village hall can be reclaimed. A VAT reclaim then need to be submitted promptly as the VAT will be needed to contribute to the cash reserves in 2019/20.</i>	Recommendation outstanding – see 2019/20 issues
5	The council have revalued the village hall and reflected the new value in the fixed asset register.	<i>The Practitioners' Guide requires that assets should be valued at purchase cost or an insurance proxy if that isn't known (that doesn't change over time), therefore, the only movement in fixed assets each year should be for additions</i>	See 2019/20 issues

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	ISSUE	RECOMMENDATION	FOLLOW UP
		<p><i>and disposals and all additions should be at purchase price.</i></p> <p><i>The Council need to review the asset register and disclose the correct value in the AGAR Annual Return which should equate to the value for fixed assets disclosed in the 2018/19 AGAR annual return plus additions at cost less disposals at cost.</i></p>	
6	S137 payments are recorded in the minutes but there is no separate analysis in the cash book so the cumulative level of S137 can be recorded against statutory limits.	<i>A separate analysis of S137 payments should be maintained in the cash book.</i>	<p>Recommendation outstanding .</p> <p>2020/21 follow up – clerk has identified the s137 payments</p>
<p>IMPORTANT GUIDANCE NOTE</p> <p>INTERNAL AUDIT CERTIFICATE in the AGAR</p> <p>There is a new internal control objective (Objective L) in the 2018/19 internal audit certificate that requires internal audit to conclude on whether the Public Rights Notice during the previous Summer was compliant with the Regulations. This is pre-filled for 2018/19 but in order to test this and conclude YES or NO for the 2019/20 internal audit we would need to receive with the 2019/20 books and records:</p> <ul style="list-style-type: none"> - A copy of the completed 2018/19 Notice of Public Rights and Publication of the Unaudited Annual Governance and Accountability Review - A dated photograph showing the first day of the Notice of Public Rights on the noticeboard and/or a dated computer screenshot showing the first date of the Notice of Public Rights on the website for 2018/19 			

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	ISSUE	RECOMMENDATION	FOLLOW UP
<p>Our approach to this new requirement will be to conclude NO if we have not received the above evidence and explain on the AGAR that we received insufficient evidence to be able to conclude YES; we would also conclude NO if the dates advertised were not compliant with the Regulations.</p> <p>This will be a new ongoing requirement for internal audit, as well as verifying whether certain smaller councils meet the exemption criteria from an external audit. Therefore, for the 2019/20 internal audits there will be additional time charged at a fixed fee of £9 + VAT per local council to complete the new requirements.</p>			
2017/18 internal audit			
1	The risk assessment was not reviewed, updated and approved during 2017/18.	<i>Risk assessment should be reviewed and approved each financial year</i>	Implemented
2	Reserves are in excess of 100% of the precept. The clerk has noted that £39500 is required for disabled toilet works to the village hall.	<i>The council needs to formally identify earmarked reserves in the minutes and in the year end accounts</i>	See 2018/19 issues
3	We note that there is still no fixed asset register to support the brought forward fixed asset values in the accounts and that the council is now unlikely to secure a copy of the previous asset register.	<i>The council should equate the inventory of fixed assets to the brought forward total fixed asset values and ensure additions to this are recorded at cost.</i>	See 2018/19 issues
4	Data Protection Law will change significantly on May 25 th 2018 due to the 2016 EU Directive General Data Protection Regulation (GDPR) taking effect.	<i>The impact of GDPR on the council should be identified through review of ICO and NALC guidance and the Data Protection policy, risk assessment and internal controls should be updated accordingly</i>	Ongoing implementation

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	ISSUE	RECOMMENDATION	FOLLOW UP
	GDPR replaces the 1998 Data Protection Act and it will impose new obligations on Data Controllers and Data Processors and provides enhanced rights for individuals. Compliance with GDPR could have resource implications for local councils.		
2016/17 audit			
1	<p>A number of errors were identified in the year end accounts, cash book and bank reconciliation:</p> <ul style="list-style-type: none"> - Petty cash deposited had been incorrectly included in the receipts and payments cash book - The difference between petty cash per the petty cash book in 2015/16 and the actual amount deposited had not been correctly accounted for - 2 Cheques totaling £950 that had been reissued and therefore the originals cancelled were included twice in the cash book - Cheque 500754 was entered incorrectly in the cash book (difference 50p) 	<i>The accounts and the bank reconciliation have been balanced, and the correct annual return figures provided to the clerk</i>	Implemented

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	ISSUE	RECOMMENDATION	FOLLOW UP
	- A balancing figure had been included in the payments cash book for £7.52		
2	<p>Fixed assets in the annual return have increased from £636775 in 2015/16 to £824225 in 2016/17 which is the insurance value. No fixed assets have been purchased in the year according to the asset register.</p> <p>The previous fixed asset register has been mislaid by the previous clerk., therefore the council are using the assets recorded on the insurance schedule.</p>	<p><i>Fixed assets in 2014/15 and 2015/16 were recorded and accepted by external audit as £636775. As no additions or disposals are recorded in the asset register for 2016/17 the figure should remain as £636775.</i></p> <p><i>Therefore, the council should amend the annual return figure to £636775 for 2016/17.</i></p> <p><i>The council need to set up a task and finish group to identify all assets owned by the council and record then in a formal asset register including description, date purchase, location, value, method of valuation, and custodian</i></p>	Implemented
3	The March 2017 minutes indicate a significant programme of renovations are to be carried out to the hall. There is no mention of cost or of potential VAT implications.	<i>The council need to ensure they are aware of the VAT notice 749 and the partial exemption rules. If the level of VAT reclaimed relating to exempt activity (and hall hire is exempt activity) exceeds £7500 in any one year then</i>	See 2018/19 issues

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	ISSUE	RECOMMENDATION	FOLLOW UP
		<p><i>none of the VAT relating to the exempt activity (eg VAT on hall renovations) can be reclaimed. There are actions the council can take such as opting to tax but these would need to be discussed with a VAT specialist.</i></p> <p><i>If the contract is going to result in VAT on exempt activity exceeding £7500 the council will need to assess the VAT implications.</i></p>	
4	<p>The year end bank statement was not provided for the hall bank account. The accounts were balanced to an earlier date as a phone call confirmation was received from the bank that no other transactions had occurred in the bank account after the date of the last statement.</p>	<p><i>In future year end bank statements should be secured BEFORE producing the year end accounts and bank reconciliation</i></p>	Implemented

Section 3 – External Auditor Report and Certificate 2020/21

In respect of **SHAVINGTON CUM GRESTY PARISH COUNCIL- CH0177**

1 Respective responsibilities of the body and the auditor

This authority is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The authority prepares an Annual Governance and Accountability Return in accordance with *Proper Practices* which:

- summarises the accounting records for the year ended 31 March 2021; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

Our responsibility is to review Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with guidance issued by the National Audit Office (NAO) on behalf of the Comptroller and Auditor General (see note below). Our work **does not** constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and **does not** provide the same level of assurance that such an audit would do.

2 External auditor report 2020/21

Except for the matters reported below, on the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return (AGAR), in our opinion the information in Sections 1 and 2 of the AGAR is in accordance with Proper Practices and no other matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met.

The smaller authority failed to approve the AGAR in time to publish it before 1 July 2021, the date required by the Accounts and Audit Regulations 2015 and did not disclose this by answering 'No' to Section 1, Box 1.

The internal auditor's report highlights that the smaller authority did not make proper provision during the year 2020/21 for the exercise of public rights because the period provided was not 30 working days in length as it included the August Bank Holiday. The response to Section 1 assertion 4 should therefore have been 'No'.

Other matters not affecting our opinion which we draw to the attention of the authority:

The authority has received £8,368 in respect of a refund against expenditure during the year and has accounted for it as a receipt in Section 2, Box 3 rather than netting it against the relevant expense. Whilst the Practitioners' Guide is silent on the matter, it is our view that the true cost to the authority should be shown on a net basis. Accounting on a gross basis inflates the gross income and gross expenditure of the authority and can push the authority into a higher fee band than it would otherwise be in.

The AGAR was not accurately completed before submission for review. The AGAR had to be sent back for amendment.

3 External auditor certificate 2020/21

We certify that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2021.

External Auditor Name

PKF LITTLEJOHN LLP

External Auditor Signature

PKF Littlejohn LLP

Date

25/09/2021

* Note: the NAO issued guidance applicable to external auditors' work on limited assurance reviews in Auditor Guidance Note AGN/02. The AGN is available from the NAO website (www.nao.org.uk)



Report Statement

Meeting: Parish Council 02.02.2022

Report Purpose: To provide draft Policies for consideration

Version Control: v1

Author: Clerk

1. Report Summary

This report provides draft policies for Members' consideration.

2. Position

Members are asked to consider the following policies:

- Shavington cum Gresty Parish Council Pre-approved Contractors policy
- Shavington cum Gresty Parish Council Reserves policy
- Shavington cum Gresty Parish Council Scheme of Delegation (as per May 2021)
- Shavington cum Gresty Parish Council Condition of Use for the Village Hall Policy (rev)

3. Sustainability Impact

Environment: neutral as mainly digital

4. Financial Impact

Within budget

5. Resource Impact

Clerk time

6. Conclusions

Members are asked:

- a. Note the draft policies and approve them
- b. Note the draft policies, request some amendments to be made and approve them
- c. Note the draft policies and not approve them

7. Consideration Sought

That the policies are approved.



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PRE-APPROVED CONTRACTORS LIST POLICY

Shavington-cum-Gresty Parish Council owns and maintains the Village Hall building, green areas and facilities around the Parish.

The function of this policy is to provide a pre-approved Contractor list that the Council can draw upon for a range of buildings-related services. These can be:

- short-notice reactive maintenance,
- planned maintenance,
- minor works,
- external groundworks and
- civil works.

Pre-approval contractors

This policy applies only in respect of those contracts that may be exempt from the Public Contracts Regulations 2015, as detailed in the Council's Financial Regulations.

The Council needs to have access to pre-approved contractors to supply routine services or who can be called on to provide emergency services, including but not limited to:

- a. Electricians
- b. General builders
- c. Handyman
- d. Glaziers
- e. Grass and hedge cutting contractors
- f. Groundworkers
- g. Locksmiths
- h. Plant hirers
- i. Play equipment repairers
- j. Plumbing and heating engineers
- k. Tree surgeons

Contractors wishing to be included in the Council's register of approved contractors will be required to complete a registration form (Appendix 1)

The register of approved contractors will be reviewed periodically.

Value for money, market testing and tender criteria

Value for money - All local authorities seek to derive best value from procurement they instigate, but this is not always about the lowest price. Quality of product or service, technical knowledge, capability and capacity



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to deliver, resources, including financial resources, to support, previous experience and safety record, all play a part in determining which contractor is used.

At times specialist knowledge may be required, which may be derived also from previous involvement where previous work, may also help to keep pricing at competitive levels.

However previous use and experience should not deter new entrants from wishing to seek selection as an approved contractor.

Where general product of a more transactional nature, with little perceived risk, is being considered (eg Stationery, cleaning materials, low value tools) then use of the internet to enable competitive comparison of product and price will be used.

Market Testing - if the procurement is of a general nature and not requiring specialist skills and knowledge, nor have significant risk attached to it, it may be a simple exercise to seek comparative quotations from three existing contractors. This will help obtain a benchmark price, which if other characteristics meet procurement requirements, may be the determining factor for selection.

There is however an administrative cost in seeking competitive quotations and therefore Market testing should only be used where it is financially effective to do so. This effectiveness will relate to type of contract, degree of complexity and specialism required, safety risk and overall value of works to be placed and will always be in accordance with the Council Finance Regulation

Application process and Council requirements

Once a year an advert will be placed in the Parish Council's newsletter, on social media and posters will be displayed in the Parish Council Noticeboards asking businesses to register their interest in becoming an approved contractor to Shavington-cum-Gresty Parish Council.

The Council Website will also display an open invitation for any business wishing to supply the Parish Council with its services to register their interest.

All existing contractors will also be contacted to seek renewal of their interest.

Those that are approved are not guaranteed that quotations will be sought from them but wherever possible the ambition of Shavington-cum-Gresty Parish Council will be to foster and develop relationships where possible to do so.

By being selected, an approved contractor will consent to allowing their name to be published as an approved contractor.

Approved contractors list

A list of approved contractors will be available for reference on Shavington-cum-Gresty Parish Council Website.

If invitations to quote for business are requested from Approved Contractors and are not responded to on three consecutive occasions, then there will be an assumption that the Pre Approved Contractor no longer



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wishes to be part of the seeking of competitive quotation process and will be removed from the approved Pre-Approved Contractors list

Where the nature of works lends itself to an hourly based payment prospective, Contractors will be asked to provide:

- a. an hourly rate for works carried out
- b. a call out rate
- c. out of hours charges (core hours 8am to 6pm)
- d. travelling time costs if applied
- e. anticipated response times for emergency related works.

Where materials are provided the amount of percentage mark up to cover administrative.

All prospective contractors must agree for their information to be made publicly available for reference on the Councils website.

Monitoring performance

Value for money in the initial pricing is only one factor when considering the placing of business.

Shavington-cum-Gresty Parish Council wants to establish longer term relationships with Contractors and a key part of this is building confidence in the Contractors ability to deliver and therefore performance will be measured in terms of the Contractor ability to not only deliver but also within time, to the required quality level and compliance with all aspects of the specification of works.

The level of performance measures will be contract specific but where contracts are awarded for outsourcing delivery of services and involve continual delivery of services, monitoring of performance levels will be more frequent.

It will not be unusual for liquidated damages to be imposed where services are not carried out in accordance with the requirements of the contract.

Shavington-cum-Gresty Parish Council obligations to contractors

In furtherance of wishing to establish longer term relationships with contractors, and help business, especially local business, to prosper, it is keen to work with contractors in an open and transparent way.

Shavington-cum-Gresty Parish Council recognises that simply by seeking competitive quotations this may not provide all the information necessary for a business to effectively quote and therefore will as a matter of course make itself available to discuss the requirements face to face with any prospective contractor.

Any variation to the works proposed will be agreed by way of a separate side letter and either amended or additional purchase order reflecting the agreed variation.

Providing all works have been completed and contractors' bank details have been provided, payment will be made by BACS upon receipt of invoice within a maximum period of 28 days, although the aim will be to make payment within 14 days wherever possible.



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Shavington-cum-Gresty Parish Council is aware of the impact of cash flow on small business and where appropriate and by prior agreement stage payment may be considered.

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SHAVINGTON-CUM-GRESTY PARISH COUNCIL APPROVED CONTRACTORS' APPLICATION FORM

Business Name	
Business address	
Postcode	
Telephone number	
Email address	
Service provided	
Year in the business	
Memberships/Professional Bodies	
References	
Contact Name	
Address	
Contact details	

Declaration (please tick as appropriate)	I understand that the Council requires me to hold a PLI for a minimum of £10,000,000	<input type="checkbox"/>
	I confirm that I will supply a copy of my PLI policy schedule annually at renewal	<input type="checkbox"/>



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	<p>I am aware that I am required to comply with the following Council's policies:</p> <ul style="list-style-type: none">• Health and Safety• Environmental and Sustainability Policy• General Privacy Policy <p>All policies are available at this link: https://shavingtononline.co.uk/governance-documents/</p>	<input type="checkbox"/>
	<p>I am aware that the name of my business will be included in the Pre-Approved Contractor list, which will be published on the Council's website</p>	<input type="checkbox"/>

Signed _____

Name (capital letter) _____

Position _____

Date _____

Please email the completed form to clerk@shavingtononline.co.uk



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Reserves Policy

The Parish Council is required by statute to maintain financial reserves sufficient to meet the needs of the organisation and in addition has statutory limitations on how it spends certain receipts which it must ensure are accounted for separately to the council's general funds.

Whilst there is no statutory minimum (or maximum) level of reserves, the council has no power to hold revenue reserves other than those for reasonable working capital needs or specific earmarked purposes.

The Joint Panel on Accountability and Governance (JPAG) Practitioners' Guide, which sets out the 'proper practices' for how the council must maintain its accounts, recommends that the minimum level of general reserves should be between three and twelve months of net revenue expenditure. For an authority of the council's size, it states that the lower end (three months, or 25%) is appropriate.

The Council's Internal and External Auditors review the council's reserves and their justification annually.

This policy sets out how the Council will manage its reserves.

General Reserve

The general reserve is not ringfenced (earmarked) for any specific expenditure. Its purposes are to smooth the impact of uneven cashflow or cover unexpected/emergency expenditure. It is not intended to fund on-going expenditure.

The general reserve will be replenished as part of the budget process in any year where it has been utilised for unexpected/emergency expenditure.

The Council will hold a general reserve of at least 25% (or three months) of its net revenue expenditure NRE this is the difference between its budgeted income and expenditure less any budgeted capital expenditure, expenditure from earmarked reserves and budgeted transfers to reserves.

Any budget surplus at the end of the financial year is transferred to General Reserves.

Virements from General Reserves may be approved during the financial year to fund a specific requirement or to resolve a budget deficit issue.

Funds may also be transferred to Designated Reserves.

Earmarked Reserves

The Parish Council may establish ringfenced (earmarked) reserves for any reason where it reasonably believes it may incur expenditure in the future.

Currently the Council doesn't have any Earmarked Reserves.



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Carry Forward Reserve

There will be occasions where the Council commits to expenditure from its current year budget but does not spend/incur the debt during the financial year.

Where this occurs, the corresponding budget will be transferred to the Carry Forward Reserve at year end and a corresponding entry entered into the committee's EMR budget for the following financial year.

CIL Receipts Reserve

CIL Receipts are subject to statutory restrictions requiring they only be used for certain kinds of expenditure.

In accordance with Financial Regulations the council will hold a CIL Receipts Reserve to ensure CIL receipts are separately accounted for.

Review and Variation to Policy

This policy will be reviewed annually by the Council (or delegated Committee) as part of setting the council budget.

Where it determines there is justification for doing so, the Council (or delegated Committee) may make decisions which are at variance to this policy.

SCHEME OF DELEGATION **(INCLUDING DELEGATIONS TO THE CLERK)**

INTRODUCTION

The Parish Council approved revisions to the Scheme of Delegation in July 2020.

Following the Coronavirus Pandemic, local councils were advised to review their schemes of delegation to provide for additional responsibilities to be delegation to the Clerk, but within legislative requirements including the Parish Council's Standing Orders and Financial Regulations.

As the regulations relating to continuation of remote meetings changes from 7 May 2021, the Parish Council will no longer be permitted to hold remote meetings. For this reason, it is suggested that this scheme be revised further to minimise the number of physical meetings to be held after 7 May 2021. The highlighted section is that which has been added to the scheme, as approved in July 2020.

1 General Matters

The Clerk to the Council shall be the Proper Officer of the Council. The Clerk's duties are set out in her job description, and she is specifically authorised to undertake the following (in no particular order):

- a) Day-to-day administration of services.
- b) To call any extra-ordinary meetings of the Council, or committees, as necessary, having consulted with the Chairman of the Council or the Chairman of the appropriate Committee.
- c) Receive Declarations of Acceptance of Office.
- d) Receive and record Members' interests.
- e) Receive and grant dispensations according to the Council's Code of Conduct; details of all dispensations received and granted to be reported to the Council at the next available meeting.
- f) Sign notices and other documents on behalf of the Council.
- g) Receive copies of by-laws made by Cheshire East Borough Council.
- h) Institute and appear in any legal proceedings authorised by the Council.
- i) Prepare, in consultation with the Chairman, press releases and other promotional material about the activities or decisions of the Council.
- j) In consultation with the Chairman, prepare the quarterly newsletter, liaising with the independent newsletter compiler and finalise the document prior to its printing and distribution.
- k) Manage the Allotments Site on Gresty Lane, ensuring receipt of fees in a timely manner and reporting as appropriate to Council.
- l) The management of open spaces and amenity areas which fall within the remit of the Parish Council.
- m) Liaise with the Parish Council's contractors to ensure correct and efficient supply of goods and services.
- n) Respond immediately to any correspondence requiring or requesting information or relating to previous decisions of the Council.
- o) Act as the Council's designated officer for the purposes of the Freedom of Information Act 2000.
- p) Act as the Council's designated officer for the purposes of the General Data Protection Regulation (GDPR) as enshrined in the Data Protection Act 2018.

2 Extent of Delegation

The Clerk to the Council will exercise these powers in accordance with –

- The Clerk's job description as detailed in paragraph 1 above.
- Approved budgets.

- The Council's Financial Regulations, which includes the contract procedure rules.
- All adopted policies of the Council.
- All statutory and common law, and contractual requirements.

3 Financial Matters

- a) In addition to the role of Proper Officer to the Council, the Clerk shall also be the Responsible Financial Officer for the Parish Council's accounting procedures, in accordance with the prevailing Accounts and Audit Regulations in force.
- b) Authorisation of routine recurring expenditure within the agreed budget in accordance with Financial Regulation No. 5.6.
- c) Incur expenditure not exceeding £2,000, in consultation with the Chairman of the Council or the Chairman of the appropriate Committee in accordance with Financial Regulation 4.1, provided that there is evidence to support the expenditure; e.g. quote/estimate or invoice **and** such expenditure falls within an appropriate revenue budget.
- d) Authorise emergency expenditure up to £500, outside of the agreed budget (in accordance with Financial Regulation 4.5).
- e) Working Groups (known as 'Task Groups') can be set up as required. These must comprise no fewer than one-third of the Members on the Council, or three, whichever is the greater. These groups have no decision-making powers, but can make recommendations for expenditure, to the Clerk. Such expenditure can be approved by the Clerk, in consultation with the Chairman, provided that (a) there is an identified budget line for the expenditure, and (b) there is supporting documentation (eg an invoice or quotation) to justify the expenditure.

Such expenditure will be reported to full Council at its next meeting or, in the interests of expediency, emailed to Members to ensure that they are kept apprised of spend.

4 The Council

(a) The full Council can take all decisions or may appoint one or more Committees for the purpose of discharging its functions. (S.101 of the Local Government Act 1972.) The Council may also delegate some of its functions to the Clerk to the Council.

(b) The following matters are reserved to the Council for decision. Appropriate Committees may make recommendations for the Council's consideration.

- Setting the precept.
- Borrowing money.
- Approval of the Council's Annual Accounts and completion of the Annual Governance and Accountability Return (AGAR).
- Making, amending or revoking Standing Orders, Financial Regulations or this Scheme of Delegation.
- Making of Orders under any statutory powers.
- Matters of policy.
- Nomination and appointment of representatives of the Council to any other authority, organisation or body.
- Prosecution or defence in a court of law.
- Nomination or appointment of representatives of the Council at any Inquiry on matters affecting the parish, excluding those matters specific to a Committee.

5 Urgent Matters

- (a) In the event of any matter arising which requires an urgent decision, the Clerk to the Council shall consult with the Chairman of the Council (or Vice-Chairman in the absence of the Chairman).

Paragraphs (b) to (e) to be replaced with the following, to be revised when appropriate:

The Clerk is authorised to act on behalf of the Council in cases of urgency or emergency. Such action to be reported to the next meeting of the Council, or in the interests of expediency, emailed to Members. The Chairman or Vice-Chairman to be consulted before such action is taken.

This provision does not negate paragraphs (b) to (e), and if it is possible (and safe) to hold physical meetings, these can be arranged in accordance with the following paragraphs.

6 Committees

The functions and powers of the standing committees are set out in the respective Terms of Reference for the Committees.

7 Working Groups (known as 'Task and Finish Groups')

- (a) Task and Finish Groups can be formed by resolution of the Council or Committee at any time, or a group of Councillors who agree to discuss a specific topic.
- (b) Where a Task and Finish Group is set up, Terms of Reference can be identified by the Council or the Group itself, as a means of adopting a co-ordinated approach to the task given.
- (c) The Group should prepare notes which will form the basis of regular reports back to Council until the task is completed.
- (d) These Groups are advisory bodies with no delegated decision-making powers.



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Shavington-cum-Gresty Parish Council
159 Main Rd, Shavington, Crewe, CW2 5DP

SHAVINGTON-CUM-GRESTY VILLAGE HALL HIRING AGREEMENT

Conditions of Hire between the Owner (Shavington-cum-Gresty Parish Council) and the Client

1. Supervision

The Client shall, during the period of the hiring, be responsible for:

supervision of the Village Hall, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the Village Hall whatever their capacity. As directed by the Bookings Clerk, the Client shall make good or pay for all damage (including accidental damage) to the Village Hall or to the fixtures, fittings or contents and for loss of contents.

2. Car Park

The Client is responsible for ensuring that vehicles are parked in an orderly way so as to avoid obstruction of other vehicles using the car park, leaving access to the buildings at the rear of the car park and the highway. Alcohol must not be consumed in the car park. The owner of the car will be responsible for any damage whatsoever by act of vandalism, theft, fire, flood or force of nature at all times.

The car park is only to be used for the parking of cars and other vehicles. The car park must be used for the sole purpose of attending the event being held in the hall.

3. Use of the Village Hall

The Client shall not use the Village hall for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Village Hall or allow the Village Hall to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the Village Hall anything which may endanger the same or render invalid any insurance policies in respect thereof.

Access to the ceiling space is strictly prohibited.

4. Licences



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The Client shall be responsible for obtaining licences in respect of playing live or recorded music.

5. Public Safety Compliance

The Client shall comply with all conditions and regulations made in respect of the Village Hall by the Fire Authority and Local Authority. Whether Covid regulations are in place to limit the number of people allowed in the facility, the hirer must guarantee that the number of persons at any time in the Hall is complying with the national regulations.

6. Fire Precautions/Emergency Procedures/Escape Routes

The Client must familiarise themselves with the location of all emergency exits, the position and instructions for the use of fire extinguishers and to note the fire drill procedure notice which is situated on the notice-board in the foyer of the hall.

The three exit signs must remain switched on at all times.

For occasions when guests are to be seated, there must be a gangway of 3 ft 6 in and access to fire exits must not be blocked.

End of session check-list:

- Search for smouldering fires and clear waste-paper.
- Check that all electrical appliances are turned off and unplugged.
- Turn out all lights not required for security purposes.
- Ensure that curtains are opened.
- Secure all windows and outside doors
- See attached Covid 19 Guidelines with regards to cleaning (if applicable)

7. Gas and Electrical Appliance Safety

The Client shall ensure that all gas appliances and electrical equipment belonging to the Village Hall and any electrical equipment brought in by the Client are used safely in accordance with the Instructions. If electrical equipment is brought into the hall, there must be an appropriate certificate to evidence that the equipment has been subject to PAT (portable appliance testing).

8. Accidents and Dangerous Occurrences



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The Client must report to the Bookings Clerk, all accidents involving injury to the public, as soon as possible and complete the relevant section in the Village Hall's accident book. Any damage to Village Hall property, or failure of equipment belonging to the Village Hall, or brought in by the Client must be reported to the Bookings Clerk as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority; these are accidents which cause serious injury or death. The completion of this form is the responsibility of the Bookings Clerk. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

9. Animals

The Client shall ensure that no animals except guide dogs or other support dogs (eg 'Hearing' dogs) are brought into the Village Hall. No animals are to enter the kitchen at any time.

10. Fly-Posting

The Client shall not carry out or permit fly-posting or any other form of unauthorised advertisements for any event taking place at the Village Hall if such fly-posting and advertisements are displayed within the curtilage of the Village Hall and shall indemnify and keep indemnified each member of the Parish Council against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

13. Permitted Numbers

Whether Covid regulations are in place to limit the number of people allowed in the facility, the hirer must guarantee that the number of persons at any time in the Hall is complying with the national regulations.

14. Booking Administration

a. Booking request

Each booking enquiry will be assessed by the Booking Clerk. The Council reserves the right to refuse booking requests that don't comply with this policy or whether supporting documents listed in the booking form are not provided.

To support regular hirer, the Council reserves the right to refuse booking for slots that are regularly hired.

b. Payment for Hire



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Shavington-cum-Gresty Parish Council
159 Main Rd, Shavington, Crewe, CW2 5DP

Full payment is required to secure a booking.

c. Hire Charges

Hirers are advised that charges may be reviewed on 1st April annually. Hirings arranged before that date for events after that date will be charged at the rates applicable at the time of booking.

d. Regular Hire

For any regular hire period the Parish Council may, subject to eight weeks' notice to the Client, suspend the hire on an occasional basis in order to allow other organisations, which might otherwise be prohibited from using the Hall, to hire the Hall for a specific event. In any of the circumstances described above, the Parish Council undertakes to refund to the regular Client any hire fees relating to the cancelled period(s) of hire, but no further monies will be paid for any actual or presumed loss of profit or for any other cause. Clients are required to give the Bookings Clerk a minimum of two weeks' notice either of occasional cancellation, or termination of the Hire Agreement.

e. Hire Period

The hiring period shall be between the times specified in the confirmation of booking document. The Client should include time needed for preparation and clearing-up in establishing the total period of hire required. The Client is responsible for making sure that the Village Hall is not left unattended and/or unsecured at any time during, or at the end of the hire period.

The hall must be left in a clean and tidy condition at the end of the hire period. ~~If the Client does not wish to carry out their own cleaning, an additional charge of £30 will be made for the Council to arrange cleaning after the event.~~

15. Insurance and Indemnity

(a) The Client shall be liable for:

(i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the Village Hall including the curtilage thereof or the contents of the Village Hall.

(ii) All claims, losses, damages and costs made against, or incurred by, the Parish Council, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Village Hall by the Client.



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Shavington-cum-Gresty Parish Council
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- (b) The Parish Council is insured against any claims arising out of its own negligence.

16. Cancellation

If a Client wishes to cancel the booking 14 clear days or less before the date of the event and the Parish Council is unable to make a replacement booking, the issue of the payment or the repayment of the fee shall be at the discretion of the Booking Clerk¹, dependent on the circumstances.

In case of mandatory self-isolation the hirer will be offered the opportunity to change the date of a confirmed booking. However, if this cannot be done because there is not a suitable slot in the diary, and the cancellation is made less than 2 days before the hire date, then full fees won't be refunded.

The Parish Council reserves the right to cancel a hiring by written notice to the Client in the event of:

- (a) The Village Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (b) The Parish Council reasonably considers that –
 - (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - (ii) unlawful or unsuitable activities will take place at the Village Hall as a result of this hiring;
- (c) The Village Hall may become unfit or unsafe for the use intended by the Client;
- (d) The hall may be required for an emergency requiring use of the Village Hall as a shelter for the victims of flooding, snowstorm fire, explosion or those at risk of these or similar disasters.

In any such case the Client shall be entitled to a refund of payment, but the Parish Council shall not be liable to the Client for any resultant direct or indirect loss or damages whatsoever.

A copy of this Agreement will be provided to the client as part of the confirmation of a booking. The client is deemed to have accepted the terms and shall be bound by it.

¹ Subject to this being reported on the next Village Hall Committee meeting



Report Statement

Meeting: Parish Council 02.02.2022

Report Purpose: To provide the updated Fixed Asset Register

Version Control: v1

Author: Clerk

1. Report Summary

This report provides the up-to-dated version of the Council's Fixed Asset Register for Members' consideration.

2. Position

Members are asked to note and consider the latest version of the Council's Fixed Asset Register (annex 1)

3. Sustainability Impact

Positive: the register allows Council to better manage and check its asset, and to plan its budget accordingly

4. Community Impact

Positive: transparency support and encourage confidence toward the Council and how it manages its assets

5. Financial Impact

Positive: the register allows Council to better manage and check its asset, and to plan its budget accordingly

6. Resource Impact

Clerk time

7. Conclusions

Members are asked:

- a. Note and approve the Fixed Asset register
- b. Note the report, request some amendments to be made and approve the Fixed Asset Register
- c. Note the report, but not approve it

8. Consideration Sought

That the fixed assets register is approved as an accurate record of the Council's assets.

Shavington cum Gresty Parish Council - Fixed Asset Register

Last updated 15.12.2021

Description	Bought/Donated	Cost or Value (£)	Insured Value (£)	Keeper (committee position, member etc.) and Use (correspondence, transport etc)	Year acquired	Year disposed	Disposal (if no longer owned)
Shavington Village Hall	Bought	£ 635,510.00	£ 635,510.00	Shavington cum Gresty Parish Council	1986		
Storage Shed	Bought	£ 2,475.00		Keeper: SVFC			
Office contents	Bought/Donated	£ 2,100.00		Officers			
General contents (including stock)	Bought/Donated	£ 19,300.00	£ 29,373.78	Officers Members			
Bench - Goodall's Corner	Bought	£ 473.00		Shavington cum Gresty Parish Council	2019		
Street furniture: Additional bench added in 2018 (£400 conservative estimate as this was donated by a resident but is now in the Parish Council's ownership).	Bought/ Donated	£ 38,920.00	£ 69,400.98	Shavington cum Gresty Parish Council			
Gates and fences	Bought	£ 19,200.00	£ 22,894.62	Shavington cum Gresty Parish Council			
War memorial	Bought/Donated	£ 18,500.00	£ 22,015.43	Shavington cum Gresty Parish Council			
Playground equipment	Bought	£ 23,700.00	£ 28,279.06	Shavington cum Gresty Parish Council			
Five notice-boards. Conservative estimate of £1,000 each. No records to show when purchased (previous Clerk deceased and his records were not handed over to the new Clerk.)	Bought	£ 5,000.00		Shavington cum Gresty Parish Council	2014		

Defibrillator and Cabined (outside Village Hall)	Bought	£ 1,070.00		Shavington cum Gresty Parish Council	2018		
All business equipment	Bought		£ 5,000.00				
Vehicle speed display unit (located on Crewe Road)	Bought	£ 4,180.00		Shavington cum Gresty Parish Council	2017		
Cameron Avenue - small portion only	Bought	£ 1.00		Shavington cum Gresty Parish Council			
HP laser printer	Bought	£ 200.00		Shavington cum Gresty Parish Council	2016		
Bench - Former Cllr Jones	Bought/Sponsored	£ 726.00		Shavington cum Gresty Parish Council	2021		
Bench - Andrews family	Bought/Sponsored	£ 767.00		Shavington cum Gresty Parish Council	2021		
Surface laptop	Bought	£ 1,583.00		Shavington cum Gresty Parish Council - user: Clerk	2020		
Lenovo laptop	Bought	£ 1,870.00		Shavington cum Gresty Parish Council - user Community Manager	2020		
n.2 logitech cameras	Bought	£ 593.00		Shavington cum Gresty Parish Council	2020		
Canon EOS 4000D Camera and EF-S 18-55mm	Bought	£ 326.00		Shavington cum Gresty Parish Council	2021		
Laminator Morpilot A3 Thermal machine	Bought	£ 38.00		Shavington cum Gresty Parish Council	2021		
n.2 LG Monitors 24MK400H	Bought	£ 240.00		Shavington cum Gresty Parish Council - officers use	2021		
Logitech MK330 Wireless Keyboard and mouse	Bought	£ 21.00		Shavington cum Gresty Parish Council - user: Clerk	2021		
Litz IQ Slim Home Office Cross Cut Paper Shredder	Bought	£ 94.00		Shavington cum Gresty Parish Council - user: Clerk	2021		
Microsoft Surface Dock 2	Bought	£ 244.00		Shavington cum Gresty Parish Council - user : Clerk	2021		
N.2 Songmics Office Chairs	Bought	£ 140.00		Shavington cum Gresty Parish Council	2021		
Village Hall Notice board	Bought	£ 98.00		Shavington cum Gresty Parish Council	2021		

Kiosk Crewe Road (Near Hickory's pub)	Bought/Adopted	£ 1.00	£800	Shavington cum Gresty Parish Council	2021		

Total Value £ 777,370.00
LESS value of disposed items £0.00
Current Total £ 777,370.00



Report Statement

Meeting: Parish Council, 02.02.2022

Report Purpose: To consider reviewing the current Village Hall booking charges

Version Control: v0

Author: Clerk

1. Report Summary

The report provides Members with information regarding the current charges for the Village Hall booking.

2. Background

The Village Hall booking charges hasn't been increased for a couple of years, and remains relatively cheap compared to the rest of the market.

As part of the budget setting process, the Council assumed a stream of income from the Village Hall hiring based on a revision of the current booking fee.

3. Position

The proposal is to review the booking fees as follow:

- Weekday: £30/session (4 hours)
- Weekend: £40/session (4 hours)

With the following offers available for regular users and residents of Shavington-cum-Gresty Parish Council:

- Weekend session £30 for those who live in the Parish (weekend booking only)
- And 16 weeks consecutive booking blocks at the cost of 12 weeks for regular users (weekday only).

This increase in price is aimed to break-even the sharp raise of energy and gas, improve the provision of cleaning service, and progress with some much-needed refurbishment of the Hall.

If approved by the Council, a letter will be sent to all regular users with the new booking conditions and all bookings completed from 1 April 2022 will be charged with the reviewed fees.



4. Sustainability Impact

Positive: fees need to be reviewed to match the increase in management costs

Negative: some costumers might not be able to afford the revised pricing, and might re-consider hiring the hall

5. Community Impact

Positive: the increase in prices aims to reach a break-even management system

6. Governance

Shavington-cum-Gresty Parish Council budget 2022/23

7. Financial Impact

Positive: aims to break-even the cost of the hall

Negative: some users might re-consider hiring the hall in favour of other cheaper options

8. Resource Impact

Parish Clerk and Community Manager time

9. Conclusions

Members are asked to consider the following options:

- a. Note the report, and agree to review the Village Hall booking fee as detailed in the report from 1 April 2022
- b. Note the report, make some amendments and agree to review the Village Hall booking fee from 1 April 2022
- c. Note the report, and agree not to amend the Village Hall booking fee. In the understanding that this will mean not meeting the target set in the approved budget for 2022/23

10. Consideration Sought

That the Village Hall booking fee are reviewed from 1 April 2022.



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Appendices

[clearly insert appendices / additional information and include reference points in the main body of the report]

NOTE – IF ODD No. OF PAGES, ADD ANOTHER PAGE AND CLEARLY MARK to facilitate collating of printed agenda packs–

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Report Statement

Meeting: Parish Council, 02.02.2022

Report Purpose: To delegate the Clerk to sign a contract for the regular cleaning service at the Village Hall on behalf of the Parish Council

Version Control: v1

Author: Clerk

1. Report Summary

The report aims to provide Members an update with regards to the cleaning service at the Village Hall.

2. Background

Crystal Clean South Cheshire Limited was contracted to provide cleaning service at the Shavington-cum-Gresty Village Hall. As they provide a regular service for the Parish Council, the Clerk has contacted the company with the request to draft a contract detailing the terms of references and conditions of the service.

3. Position

The contract has been reviewed and discussed with the supplier, and the final draft is attached in annex 1.

The service has been increased from 5 to 6 hours per week, as the supplier no longer offers 1hours visits. The extra hour has been discussed with the Chair of the Village Hall Committee and Cllr K Gibbs and seems reasonable in consideration of the higher occupancy of the Hall, and the related need for extra cleaning in between hirers' sessions.

Members are asked to delegate the Parish Clerk to sign the contract on behalf of the Parish Council.

4. Community Impact

Positive: users will benefit for higher standard of cleaning

Positive: the contract will guarantee transparency and efficiency

5. Governance

Shavington cum Gresty Finance Regulation
Shavington cum Gresty budget 2021-22 and 2022/23



6. Financial Impact

Within budget

7. Resource Impact

Clerk time

8. Conclusions

Members are asked to consider the following:

- a. Note the report, accept the contract and authorise the Parish Clerk to sign it on behalf of the Council
- b. Note the report, request some amendments to the contract and authorise the Parish Clerk to sign it on behalf of the Council
- c. Note the report, agree not to accept the contract

9. Consideration Sought

That the contract is accepted and the clerk is authorised to sign it on behalf of the Parish Council



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Appendices

[clearly insert appendices / additional information and include reference points in the main body of the report]

NOTE – IF ODD No. OF PAGES, ADD ANOTHER PAGE AND CLEARLY MARK to facilitate collating of printed agenda packs–

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DATED

SUPPLY OF CLEANING SERVICES

CRYSTAL CLEAN SOUTH CHESHIRE LIMITED

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SCHEDULE

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Schedule 2	Charges	16

This agreement is dated

Parties

- (1) Crystal Clean South Cheshire Limited incorporated and registered in England and Wales with company number 09522300 whose registered office is at 26 Station Road, Aston Juxta Mondron, Nantwich, Cheshire, England, CW5 6DW (**Supplier**)
- (2) Shavington-cum-Gresty Parish Council incorporated and registered in England and Wales whose registered office is Main Road, Shavington, Crewe, CW2 5DP (**Customer**)

BACKGROUND

- (A) The Supplier is in the business of providing commercial cleaning services.
- (B) The Customer wishes to obtain and the Supplier wishes to provide the services on the terms set out in this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions.

Applicable Laws: all applicable laws, statutes, regulations from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: the sums payable for the Services, as set out in Schedule 2.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force

from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Services: the services as set out in Schedule 1.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax and email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.13 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

- 2.1 This agreement shall commence on the date of this agreement and shall continue, unless terminated earlier in accordance with clause 10 (Termination), for an initial fixed term of 12 months commencing on the Service Commencement Date and expiring on **1st January 2023** and shall continue thereafter unless or until terminated by either party giving the other not less than six weeks notice in writing expiring on or after the Expiry Date.
- 2.2 The Supplier shall provide the Services to the Customer in accordance with this agreement from **1st January 2022**.

3. Supplier's responsibilities

- 3.1 The Supplier shall use reasonable endeavours to supply the Services in accordance with this agreement in all material respects.
- 3.2 The Supplier shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Customer's premises and that have been communicated to it under clause 4.1(d), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

4. Customer's obligations

- 4.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services;
 - (b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier;
 - (c) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required by the Supplier in connection with the Services and ensure that they are accurate and complete in all material respects;

- (d) inform the Supplier of all health and safety and security requirements that apply at any of the Customer's premises; and
- (e) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements.

4.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

5. Non-solicitation

5.1 Except in respect of any transfer of employees of the Supplier to the Customer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), the Customer shall not, without the prior written consent of the Supplier, at any time from the date of this agreement to the expiry of 24 months after the termination or expiry of this agreement, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.

5.2 Any consent given by the Supplier in accordance with clause 5.1 shall be subject to the Customer paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

6. Charges and payment

6.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges.

6.2 The Supplier may increase the Charges on an annual basis with effect from each anniversary of the Services Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period..

6.3 The Supplier shall invoice the Customer at the beginning of each month for Services performed during that month.

6.4 The Customer shall pay each invoice submitted to it by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier from time to time.

6.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this agreement on the due date:

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.5(a) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
- (b) the Supplier may suspend all or part of the Services until payment has been made in full.

6.6 All sums payable to the Supplier under this agreement:

- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Data protection

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

8. Confidentiality

8.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 8.2.

8.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

9. Limitation of liability

9.1 Nothing in this Contract shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

9.2 Subject to clause 9.1:

- (a) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited the total sums paid by the Customer for the Services under this Contract in the 12 month period preceding the relevant breach of contract.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (f) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1(b) to clause 10.1(h) (inclusive); or
- (j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.2 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
- (b) there is a change of control of the Customer.

11. Consequences of termination

11.1 On termination or expiry of this agreement:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall, within a reasonable time, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;
- (c) the Supplier shall on request return any of the Customer Materials not used up in the provision of the Services; and
- (d) the following clauses shall continue in force: clause 1 (Interpretation), clause 5 (Non-solicitation), clause 8 (Confidentiality), clause 9 (Limitation of liability), clause 11

(Consequences of termination), clause 15 (Waiver), clause 17 (Severance), clause 19 (Conflict), clause 24 (Governing law) and clause 25 (Jurisdiction).

11.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12. Force majeure

12.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts [(other than in each case by the party seeking to rely on this clause, or companies in the same group as that party)];
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

12.2 Provided it has complied with clause 12.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

12.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

12.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 4 weeks' written notice to the Affected Party.

13. **Assignment and other dealings**

13.1 This agreement is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

13.2 The Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

14. **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. **Waiver**

15.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

15.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

16. **Rights and remedies**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. **Severance**

17.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

17.2 If any provision or part-provision of this agreement is deemed deleted under clause 17.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. **Entire agreement**

18.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

19. **Conflict**

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

20. **No partnership or agency**

20.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. **Third party rights**

21.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

21.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

22. **Notices**

22.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to its main email address.

22.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by fax, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 22.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

22.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22.4 A notice given under this agreement is not valid if sent by email.

23. **Counterparts**

23.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23.2 No counterpart shall be effective until each party has executed at least one counterpart.

24. **Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Services Details

Cleaning Services Details

Responsible To:

Area Managers

Key Areas:

Hall, Offices, Reception, Kitchen, Toilets, Meeting rooms

Main Duties:

Empty bins in all rooms.

Tidy rooms where required.

Wipe all hard surfaces

Vacuum carpets.

Clean toilets and hand basins.

Wash floors in all rooms when required.

Tidy and dust offices.

Sanitise high contact touch points

Wipe around surface in staff kitchen

Clean inside windows & door panels when appropriate.

Stacked tables & chairs to be cleaned monthly.

Keep a check on cleaning materials and re-order.

Arrange outdoor window cleaning.

Regularly charge wall sanitisers x2

Move tables back to storage area if needed.

Undertake any other duties as may be required.

Close and lock doors and windows & set alarm.

Schedule 2 Charges

6 hours per week, 2 hours per day, three times a week

£15.00 per hour x 6 = £90.00 plus VAT = £108 per week

Signed by Cristiana Black for and
on behalf of Crystal Clean South
Cheshire Limited

.....
Director

Signed by Simona Garnero
(Clerk) for and on behalf of
Shavington-cum-Gresty Parish
Council

.....
Director



SHAVINGTON
CUM
GRESTY

Report Statement

Meeting: Parish Council, 02.02.2022

Report Purpose: To consider implications on whether to apply for HS2 Community Grant scheme to support #QueenBees project

Version Control: v1

Author: Clerk

1. Report Summary

The report aims to provide Members with necessary information with regards to the HS2 Community & Environment Grant Scheme.

2. Background

On 8 December 2021, the C&E Committee approved in principle the #QueenBee project and instructed the Community Manager to define the budget, detail the activities, and investigate funding opportunities.

3. Position

The Community Manager identified the HS2 Community & Environment Fund Scheme as a suitable grant scheme for the project and had been liaising with the Grant Officer to check all elements of it.

The feedback from the Funding Officer has been extremely positive and did highlight a good matching between the goals set by the funder and the #QueenBee project.

However, the HS2 Community & Environment Fund Scheme is not the only funding opportunity launched by HS2. The CEF Strategic is another interesting pot (up to £250k) which can be used to fund strategic project. Such 140, Main Road.

Applying for the HS2 Community & Environment Fund scheme doesn't exclude the Council from applying to the Strategic one but could potentially reduce the chance of being successful. Indeed, organisations can only have one open application at a time. After that the organisation would have to wait 6 months after the final completion forms were returned before applying again. Additionally, if an organisation has already applied for a project, then it will not be prioritised over organisations who have not yet been awarded funding, which lowers the chances of success.

Members are asked to consider whether they wish to submit a proposal to the HS2 Community & Environment Funding (£10k) or not in the understanding that:



- a. 140 Main road project is still at the very beginning and currently we don't know exactly how -and if- the project will develop
- b. There might be other organisations (such YMCA Crewe) that might be able to apply for the HS2 Strategic Fund, but this might not be possible
- c. Being successful with the #QueenBee project might reduce the chance of being able to apply to the Strategic Fund. However, we currently don't know if and when the Council will be in a position to apply for the Strategic Fund.

4. Community Impact

#QueenBee project could have a positive green impact in the community, and could allow the Council to replace all flower beds and to create #Bee trails in the Parish

5. Governance

Shavington cum Gresty budget 2021-22 and 2022/23

6. Financial Impact

Within budget

7. Resource Impact

Clerk time

8. Conclusions

Members are asked to consider the following:

- a. Note the report, agree to apply to HS2 Community & Environment Fund to support the #QueenBee project, aware of all implications
- b. Note the report, and not agree to apply to the HS2 Community & Environment Fund to support the #QueenBee project



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SHAVINGTON
CUM
GRESTY

Report Statement

Meeting: Parish Council, 02.02.2022

Report Purpose: To consider making a recommendation to Cheshire East Council with regards to its Policy Allocation of Financial Contributions (Commutated Sums) funding

Version Control: v1

Author: Clerk

1. Report Summary

The report provides Members information with regards to Cheshire East Policy of Allocation of Financial Contributions (Commutated Sums) funding.

2. Background

Following the approval of the new Policy for Allocation of the Financial Contributions (Commutated sums) in lieu of Affordable Housing funding), at the CEC Councils new Economy and Growth Committee in September 2021, Cheshire East Council wrote to all Town and Parish Councils within the borough, to find out whether they are aware of any local projects or development sites that would meet the priorities within the policy and be suitable to receive Commuted sum funding

3. Position

The Policy is attached in Annex 1.

Cheshire East Council want to bring forward affordable housing in high priority areas, that have not already been met through the affordable housing provision and will prioritise the housing needs of residents highlighted in the Council's Housing Strategy 2018-2023, including the development of:

- The right mix of affordable housing needed by the community.
- Additional temporary accommodation for people who have become homeless.
- Empty properties to bring them back into use.
- Specialist housing, e.g. for families with disabilities or for older people.
- Rural accommodation to enable people to continue to reside within their local communities.

Members are asked to consider whether they wish to highlight any local project or development sites that would meet the criteria set in the Policy.

4. Community Impact

Positive.



5. Financial Impact

None.

6. Resource Impact

Clerk time

7. Wards Affected

All.

8. Conclusions

Members are asked to consider if they wish to submit a recommendation.



SHAVINGTON
CUM
GRESTY

Appendices

[clearly insert appendices / additional information and include reference points in the main body of the report]

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POLICY FOR ALLOCATION OF FINANCIAL CONTRIBUTIONS (COMMUTED SUMS) IN LIEU OF AFFORDABLE HOUSING FUNDING

INDEX

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1. Introduction:

The Council, as the Planning Authority makes every effort to ensure that 30% affordable housing is delivered on-site in new housing developments, or off-site if this is not possible. However, in some limited circumstances where neither of these alternatives are possible, a financial contribution in lieu of on-site provision (commuted sums) can be accepted under Section 106 of the Town and Country Planning Act 1990. Such circumstances may include:

- The provision of the affordable housing elsewhere in the locality would provide a better mix of housing types.
- Management of the affordable dwellings on site would not be feasible, due to a lack of registered provider interest.
- It would be more appropriate to bring back existing vacant housing into use as affordable units which may also bring about regeneration benefits.
- There are specific and unusual constraints on the site that prevent the provision of the size and type of affordable housing required in the area.

The Council receives payments from developers, in lieu of the on/off-site provision having entered into legally binding agreements (S106 agreements) which contain obligations on the Council to use the financial contributions in accordance with the provisions of each particular legal agreement, to enhance development opportunities throughout the borough.

This policy relates specifically to the obligations as they relate to affordable housing provision in the S106 agreements, in order to facilitate the delivery of high quality affordable housing that meets the needs of the whole community and stimulates the housing market.

The Council is contractually bound by the terms of the S106 agreements and so can only apply the criteria set out in the policy, in so far as it does not conflict with the specific terms found in each S106 agreement, such as restrictions on the geographical area that a financial contribution can be spent.

1.1 Definition of Affordable Housing:

The National Planning Policy Framework 2021, Annex 2 (NPPF) defines affordable housing as, in summary:

‘housing for sale or rent, for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers); and which complies with one or more of the following: affordable housing for rent, starter homes, discounted market sale housing and other affordable routes to home ownership’, e.g. shared ownership, shared equity and rent to buy.

First Homes are not addressed in the NPPF or referred to in the definition of affordable housing set out in Annex 2. National planning policy for First Homes is contained in a Written Ministerial Statement made on 24th May 2021. The Ministerial Statement states that a home meeting the criteria of a First Home will also be considered to meet the definition of

affordable housing. This is restated in the national planning guidance on First Homes published alongside the Ministerial Statement.

2. Priorities for allocating funds:

In some cases, the S106 agreements are prescriptive, e.g. limited by geographical area or ward and funds can only be distributed in accordance with the specific terms and timescales set out in each individual S106 agreement.

In other S106 agreements the terms are not so rigid, and the funds received (commuted sums) will be pooled and allocated for the delivery of affordable housing across the whole of the borough. This allows the Council discretion in deciding how to allocate the funds available, to ensure the creation of mixed tenure affordable housing that meet the needs of communities.

Where the Council does have discretion in deciding how financial contributions (commuted sums) are allocated for affordable housing, we will use them to:

- Purchase land and create new affordable housing schemes, where a need has been established.
- Provide funding to secure more affordable homes on specific developments in addition to those secured under the S106 agreements.
- Reduce funding gaps to help enhance developments, where a scheme will provide additional affordable housing.
- Invest in existing affordable housing stock within Crewe to raise the quality of accommodation (in accordance with Cheshire East Local Plan policy SC5 'affordable homes' – justification 12.51).

In addition, we will prioritise the housing needs of residents highlighted in the Council's Housing Strategy 2018-2023, including the development of:

- The right mix of affordable housing needed by the community.
- Additional temporary accommodation for people who have become homeless.
- Empty properties to bring them back into use.
- Specialist housing, e.g. for families with disabilities or for older people.
- Rural accommodation to enable people to continue to reside within their local communities.

In order to do this, we will apply the following priorities:

2.1 First Priority:

Consideration will be given to whether the terms of the legal agreement (S106) will allow the funds to be used to bring forward Council owned sites and property for redevelopment,

where appropriate, through the new Housing Development Framework or another appropriate procurement route, to commission the development of mixed tenure affordable housing provision, to meet identified housing needs. This also includes the ability to use funds to purchase land for the development of affordable housing schemes, which will be developed via the Housing Development Framework or another appropriate procurement route. This will need to be achievable in the timescales (if applicable) outlined in the S106 agreement, in the geographical areas intended under each agreement.

2.2 Second Priority:

All planning applications will be checked to establish whether it would be appropriate to provide funding to purchase more affordable homes, whether this is on developments providing 30% affordable housing or on sites where the level of affordable housing provided is below 30%, because of viability issues. In addition, consideration will also be given to smaller developments, perhaps even those falling below affordable housing thresholds, in key areas where a particular need has been identified, e.g. rural areas to help meet the needs of the local community.

2.3 Third Priority:

If no Council led developments are possible and there are no outstanding planning permissions which would be appropriate for use of the funds then we will liaise with Town and Parish Councils and Registered providers on an **annual basis**, using their local knowledge and community ties to develop specific housing sites that have been highlighted in Neighbourhood Plans or those that maybe coming onto the market in the near future, that we may not otherwise be aware of, to bring forward affordable housing in high priority areas, e.g. empty properties, specialist housing and other identified requirements, that have not already been met through the affordable housing provision in previous S106 agreements.

In addition, in certain circumstances, where the criteria of specific S106 agreements are not met by applying the other priorities and financial contributions remain unspent then advertisements will be placed in suitable media to attract applications which do meet the criteria.

In applying its' discretion and the above criteria the Council will do so in deference to the terms of each individual agreement at each stage of the process.

3. Application Process:

To assess the viability of requests for funding, all applicants will be invited to complete a Financial Contribution (commuted sum) Application form (Appendix 1). Applications will be received and considered in date order and a record of the submission and nature of the applications kept.

On receipt of a completed Application form and all relevant supporting documentation the **Strategic Housing team** will undertake a verification process which will include a credit check on the applicant, inspection of site ownership and planning status documents and project plan.

Once applications have passed these checks and are being actively considered for funding the proposal will be assessed by the **Head of Housing** and **Finance Management Officer** to determine whether the proposal is financially viable; that it meets not just the criteria set out

in the specific S106 agreement(s), but the key priorities and objectives for affordable housing in the borough, highlighted in section 2 (above) and the Housing Strategy 2018-2023.

If the application is successful, but no financial contribution funding is available for allocation then it will remain on the list of live funding applications and as financial contributions (commuted sums) become available for distribution then it will be considered against the terms of the particular S106 agreement and the Council's criteria (where discretion can be exercised).

In the event of there being more than one successful application for funding which meets the criteria specified in the S106 agreement, the following factors will be considered in order to decide which application should take priority:

- The project offers value for money and meets the identified needs of residents in 'high priority' areas, such as older people, the homeless and people with disabilities.
- It offers family homes to meet the needs of existing families and those moving into the area for work.
- The scheme can start on site within 3 months of being advised that the bid for funding has been successful.
- The applicant can demonstrate that the funding will be spent within the timescales set out in the S106 agreement.

Please note: Where the Council feels that an application doesn't sufficiently meet housing needs or provide value for money, it reserves the right to refuse the application.

The Council must, in order to fulfil its function as the Planning Authority and its obligations under the individual legal S106 agreements, monitor the use of the financial contributions (commuted sums) in lieu of affordable housing and obligations may be imposed on any recipient regarding provision of evidence, as to how the money is used, regardless of when the money is received.

The Council must also account for its use of the money to the developers who paid the financial contribution and remain in control of the use of and dissipation of the financial contributions.

In the event of a dispute the case will be referred to the **Director of Growth and Enterprise** whose decision shall be final.

5. **Approval for allocation of funds**

The original Cabinet decision in July 2014 delegated authority to Portfolio Holder and Director level. To bring this policy up to date following the adoption of the Committee system, an officer decision report will be sent to request approval for the funds to be allocated to the project, as follows:

- Under £1 million – **Chair Committee Member for Economy and Growth and the Director of Growth and Enterprise.**
- Over £1 million – **Chair Committee Member for Finance Sub-Committee.**

If funding is agreed, then an offer letter will be sent to the applicant stating the specific terms of the offer and timescale for use of the funding.

6. Process for spending Funds:

Following approval payment will only be made on production of evidence that the specific works have been carried out in line with the original proposal and offer letter, and an invoice from the Developer or Registered Provider is received.

7. Consultation:

The Planning, Legal and Financial departments have all been involved in the development of this policy.

7.1 Review:

This Policy will be reviewed annually by Cheshire East officers when agreed. An update report will be provided to the Economy and Growth Committee on an annual basis.

7.2 Contacts:

Housing Strategy Team
Cheshire East Council
Westfields
Sandbach
CW11 1HZ

Tel: 01270 685 912

Email: housingpolicycec@cheshireeast.gov.uk

7.3 Equal Opportunities:

An Equality Impact Assessment has been carried out in respect of this procedure to ensure we serve the whole borough, tackle inequality, and allocate affordable housing fairly and objectively.

Financial contribution Agreement

Distribution of funds

Approval Process

Planning decision results in a financial contribution (commuted sum) in lieu of on-site affordable housing

Priority 1: Council-owned or Council-led developments in the borough through the Housing Development Framework or another appropriate procurement route.

Priority 2: Relevant planning applications checked to determine suitable sites to bring forward for affordable homes.

Priority 3: Liaison with Town and Parish Councils and Registered providers to bring forward affordable housing in high priority areas.

****The only exception to this process is where a financial contribution is prescriptive in where and how it must be spent.**

Application form (Appendix 1) and all other supporting documentation received.

Application approved and added to list of live funding applications (in date order of receipt).

If/when financial contribution is available, suitable applications provisionally allocated the funding.

Offer letter sent to applicant stating specific terms and timescales for use of the funds.

Funds paid following provision of evidence (invoice) of completion.

Verification process carried out by Strategic Housing Team, including:

- Credit check on applicant
- Inspection of site ownership
- Proof of planning application status
- Review of Project plan and timescale for development

Key priorities and financial viability assessed by Head of Housing and Financial Management Officer.

Approval sought for funds to be spent:

- < £1 million: Chair Committee Member for Economy and Growth and the Director of Growth and Enterprise
- > £1 million: Chair Committee Member for Finance Sub-Committee