



# EUXTON PARISH COUNCIL

Full Council Meeting

Thursday, 17 September 2020, 7.15 pm start

Virtual meeting via Zoom – Meeting ID: 849 6109 4574 Passcode: 346313

## AGENDA

1. Apologies
2. Declarations of Interest and Dispensation Considerations  
*Members are reminded of their responsibility to declare any interest in respect of any matters contained or brought up at any point in this meeting, in accordance with the current Code of Conduct. Council will consider dispensation requests.*
3. Minutes of Council Meetings  
Approve the signing as a correct record, Full Council Minutes of 20 August 2020
4. Public Participation  
*Matters brought to the Parish Council by residents. The Chair may limit a member of the public to 3 minutes of speaking in order to ensure the smooth running of the meeting. Overall this section will typically be limited to 20 minutes although the Chair may, at their discretion, extend this.*
5. Statutory Business
  - 5.1 Co-option update. There are currently two vacancies for Parish Councillors, one in Euxton South and one in Euxton North West. There are more applicants than vacancies and it would be difficult to carry out a paper ballot 'virtually' so these vacancies will be filled when face to face meetings resume.
  - 5.2 Planning - Consider planning reports circulated from, approve any responses and ratify responses made between meetings or to meet deadlines.
  - 5.3 Planning Working Group - Consider circulated suggested planning responses for specific application types which have been formulated by the working group
  - 5.4 Planning Appeal for houses off School/Pear Tree Lane response - Consider any future strategy options available to the Council, and how it would achieve those, to protect what land is left in Euxton.
6. To authorise the sealing of documents  
Consider signing the BT agreement to transfer ownership of the BT Red Kiosk on Talbot Drive in to the Council's ownership

*D. Platt*  
CLERK

Published: 10/09/2020

Full Council meetings 2020: 15 October, 19 November

Newsletter deadlines: 09/11/20 for December issue; 07/02/21 for March issue; 08/05/21 for June issue; 09/07/21 for September issue.

7. Financial Items
  - 7.1 Approve expenditures circulated with the agenda
  - 7.2 Receive updated financial reports circulated with the agenda
  - 7.3 Approve decision to apply for the Government COVID grant to organisations in receipt of small business rate relief
  - 7.4 Approve decision to get the Council's website upgraded to comply with the new Website Accessibility legislation by EasyWebsites at a cost of £300 plus vat
  - 7.5 Investment Strategy – consider the Internal Auditors recommendation of “consider rationalising the number of bank accounts to reduce administration”, consider any changes and update the Investment Strategy accordingly
  - 7.6 Appoint the Internal Auditor for year ending 31 March 2021 – consider the report circulated with the agenda
  - 7.7 CIL update report – receive and note
8. Updates to the Standing Orders, Financial Regulations and Committee terms of references  
Suggested changes to these documents are itemised in the report for approval
9. Milestone Meadow Play Area  
Update response received from Chorley Council
10. Meeting arrangements  
Decide if the October meeting of the Council will be another virtual meeting or face to face
11. Matters for information  
*Notify the Chair prior to the meeting starts of any item to be brought up under this section. Only items of information, referral to another authority, or matters offered for consideration at a future meeting can be raised. No legal decisions can be taken.*

End of meeting

  
CLERK

Published: 10/09/2020

## Planning Report

September 2020

Date, Valid, Ref	Description/Location (click to be directed to www)	Comment/Recommendation
20/00870/FULHH 15 Sycamore Avenue	Single storey front extension	
20/00864/FULHH 5 Dunrobin Drive	Single storey rear extension (following demolition of existing conservatory)	
20/00849/FULHH 2 Argyll Avenue BV	Single storey rear extension	
20/00837/OUT Land West Of Unit K1-K4 Buckshaw Link Ordnance Road BV	Outline application for the erection of a multi-storey car park with only landscaping left as a reserved matter	
20/00832/FUL Ash Lea Farm Dawbers Lane	Erection of extension to an existing commercial building (Unit 8 & 9) to be used as rural enterprise workshop/s (Use Class B1, B2 and B8)	
20/00821/AGR Guest House Farm Runshaw Lane	Agricultural determination for the erection of agricultural building for the storage of bales and machinery	
20/00861/CB3MAJ Land To The Rear Of Brookfield Alker Lane	Erection of 6no. buildings comprising use classes B1 (A - offices, B - research and development, C - light industrial), B2 (general industrial) and B8 (storage and distribution) with associated works	
19/01133/FULHH 28 Bryning Way BV	Erection of outbuilding in rear garden (retrospective)	
20/00939/NOT Euxton Park Golf Range Euxton Lane	Notification of intention to install telecommunications equipment including 3no. replacement antennas and associated ancillary apparatus	

## Agenda Item 5.3 Report

### 5.3 Planning Working Group - Consider circulated suggested planning responses for specific application types which have been formulated by the working group

The working group were circulated with the following suggested paragraphs as a response to certain types of planning application.

We could consult with CBC over our agreed proposed clauses to see whether or not they are sensible (even if CBC would not necessarily respond positively to them in every case).

My reasoning, comments etc are in normal type below and my draft proposed clauses are in italics

#### A) Applications for works in TPOs

- 1) A general clause setting out the Parish Councils approach to TPOs to be used with all TPO applications (but which might be adjusted if there are specific issues with a particular application. For example, we might wish to add "these trees are particularly important in obscuring views of the motorway from the xyz area.")

*The Parish Council is anxious to maintain and improve the health and extent of the tree population in the Parish and objects to any proposals for unnecessary works to trees protected by a Tree Preservation Order. The Council requests that this application should not be permitted without an inspection by the Chorley Borough Council arboriculturist who should confirm the need for the works.*

There will be some applications where we do not feel that there is good justification for the works and, if so, we should preferably say so. However, I do not think this can be covered by a standard clause.

- 2) A clause that may be added if trees are to be felled and removed (if time permits the application should be inspected to determine if the clause is relevant. For example, if the roots etc of the removed trees cannot be removed and space is limited, it might not be feasible to provide replacements).

*If the proposed works necessitate the removal of trees, the Parish Council requests that replacement trees be provided if this is practical.*

The applicant may already have provided a plan/schedule showing replacement planting with the application but, if not, the previous sentence should be supplemented with:

*The intended species, size and location should be approved by the Borough Council's arboriculturist and shown on a plan/schedule to be submitted before the application is approved.*

- 3) A clause covering post works issues

## Agenda Item 5.3 Report

*The replacement trees should be subject of the original TPO. The Borough Council's arboriculturist should confirm, after a suitable interval of time, that the replacement trees have been provided, have been planted in accordance with standards and/or guidelines and are healthy. Plans showing the TPOs, including those on the Borough Council's MY MAP should be updated.*

B) Side extensions/garage conversions/addition of more bedrooms etc

- 1) A general clause setting out the Parish Council's general approach to extensions etc insofar as they affect parking which should be used if there is doubt as to whether Chorley's standards can be met.

*If residential properties have insufficient off-road parking provision this can lead to parking on the road and on other available nearby land (whether suitable for parking or not). Parking on road can obstruct the passage of pedestrians and traffic and is a safety hazard. The Parish Council would prefer to see all residential properties provide for their own household parking within their curtilage and objects to this proposal if it does not meet Chorley Borough Council parking standards as set out in The Chorley Local Plan.*

2) To be used if the concerns about the proposal can be more specific. Either:

a) *The proposed works would reduce the opportunities for providing off-road parking*

or

b) *The proposed works would remove a garage that might be necessary to meet parking standards*

or

c) *The additional bedroom(s) would put the property into the category of requiring additional parking*

followed by:

*and the application should include a plan showing how parking standards are to be met.*

- 3) An additional clause, which I don't think CBC would accept, but that doesn't stop us asking for it, to be inserted if appropriate, (ie. if the application relies on a garage to meet parking standards)

*Furthermore, the Parish Council is aware that many residential garages are not generally available for the parking of cars but are used for other purposes, such as storage or exercise facilities. For this reason, the Council would prefer to see the residential parking standards met without reliance on a property's garage and requests that, if this application does rely upon a garage that is currently in other use in order to meet parking standards, it should be refused or made conditional upon the garage being made available for parking.*



(Listed Buildings and Conservation Areas) Act 1990 and the Town and Country Planning (General Permitted Development) Order (England) 2015 (and similar regulations in other regions), and any statutory replacement or modification of any of them.

'Price' means the price for the Goods excluding any carriage, packing and insurance.

'Seller' means British Telecommunications plc (company registration number 1800000 whose registered office is at 81 Newgate Street, London EC1A 7AJ).

'Universal Service Obligation' means the obligations imposed upon BT by Ofcom in accordance with the EU Universal Services Directive.

## **2 Conditions applicable**

- 2.1 These Conditions shall apply to this agreement to the exclusion of all other terms and conditions.
- 2.2 Any order for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.4 Where appropriate this agreement is entered into following written confirmation from the Buyer that an application for planning consent has been submitted for the Purpose.

## **3 Agreement, price and payment**

- 3.1 The Seller shall sell to the Buyer the Goods and the Buyer shall purchase the Goods.
- 3.2 The Price shall be ONE POUND (£1.00) inclusive of VAT which shall be payable on the date of this agreement.
- 3.3 The Seller agrees that following the date of this agreement it shall Decommission the Goods.
- 3.4 The Seller shall be under no obligation to the Buyer to re-site, re-position, restore or repair the Goods. The Buyer acknowledges that it purchases the Goods in no better condition than they are at today's date, or than described in the schedule hereto.
- 3.5 For the avoidance of doubt the Seller is not selling the land beneath the Kiosk or any interest in it, nor shall the Buyer acquire that land or any interest in it under this agreement.

## **4. Decommissioning, delivery and acceptance**

- 4.1 The Seller shall serve the Notice to Complete on the Buyer on or before the completion of the Decommissioning works in respect of the Goods
- 4.2 Delivery of the Goods shall be deemed to have taken place five working days after the day upon which the Seller sends the Notice to Complete to the Buyer. No further intimation is required.
- 4.3 The Buyer shall make all necessary arrangements to take delivery of the Goods following receipt of the Notice to Complete.
- 4.4 The Buyer shall be deemed to have accepted the Goods upon delivery.
- 4.5 After acceptance the Buyer shall not be entitled to reject the Goods due to their physical condition or due to any financial or statutory obligations (whether foreseen or not) imposed upon the Buyer as a result of this agreement or otherwise related to the Goods.
- 4.6 The Seller shall not be liable to the Buyer for late delivery of the Goods.

## **5 Post acceptance obligations**

- 5.1 The Buyer shall own the Goods following acceptance and shall be responsible for all maintenance and repair of the Goods, which it shall do in accordance with:
  - 5.1.1 Any industry or statutory guidelines and regulations relevant to the Goods in circulation or in force from time to time.
  - 5.1.2 Any requirements, directions, rules or recommendations of Ofcom.
  - 5.1.3 The Planning Acts.

- 5.1.4 Any planning consents relating to the Goods so far as they remain applicable.
- 5.1.5 Where the Buyer is a Registered Charity or Charitable Organisation, the Seller retains the right to re-claim ownership of the Goods if the Buyer loses its charitable status.
- 5.1.6 If planning for the Purpose is not granted within 12 months of the date of this agreement, the Buyer and Seller shall agree an extension of time of no more than 12 months to enable the Buyer to prepare and submit an appeal to the Department of Environment. In the event that the planning approval is not granted following submission of an appeal, or the expiry of time allowed to make an appeal without an appeal being made, then the Buyer shall at its own cost and expense:
- (i) In the case of listed Goods:
    - a. Clean, lock and maintain the goods in accordance with the requirements of this paragraph 5; or
    - b. Apply to de-list the Goods
  - (ii) In the case of non-listed Goods arrange for permanent removal of them at their own cost
- 5.2 The Buyer acknowledges that the Goods may have been painted with paint containing lead and accepts the health and safety risks which may be associated with its removal or maintenance. The Buyer also acknowledges that leaden paint may require specific maintenance procedures.
- 5.3 (a) Without affecting clause 6.3, the Buyer acknowledges that the kiosk may have a Class I light fitting and fuse spur(s) which do not meet current IP (ingress protection) rating requirements of BS7671 regulations for exterior electrical fittings. The Buyer accepts any health and safety risk with their ongoing use. The Buyer waives any claim against the Seller in respect of such matters. The Buyer also acknowledges that an upgrade to the light fitting and fuse spur(s) may be required which will be the sole responsibility of the Buyer. The Buyer may want to obtain an assessment from a qualified electrician.
- (b) The Buyer agrees that the Goods are not intended to be used in any way by any person in the course of or in relation to their work. However, it agrees that, should a person at work do anything in relation to the Goods, it will take steps sufficient to ensure, so far as is reasonably practicable, that the Goods will be safe and without risks to health at all such times when it is being set, used, cleaned or maintained or otherwise interacted with by a person at work. In particular, the Buyer will ensure:
- (i) that the light is upgraded to a luminaire meeting Class 2 with IP rating of IP54 (or better).
  - (ii) that the electrical supply housing is upgraded by replacing the spur units with IP66 type (or better).
- The Buyer will employ an NICEIC registered electrician to review the installation, for the use it intends for the adopted kiosk, and carry out any required works in accordance with the then applicable regulations and standards.
- The Buyer shall employ an NICEIC registered electrician to review the Goods for the use the Buyer intends, and for any required works. In addition, the Buyer will employ an NICEIC registered electrician for regular inspection and testing.
- 5.4 The Buyer shall indemnify the Seller in respect of any loss or damage it suffers in respect of any act or omission on the part of the Buyer or persons or entities authorised by it under or in relation to the matters referred to in sub-paragraphs 5.1, 5.2 and 5.3 or in respect of any claim by a third party in respect of such matters.
- 5.5(i) The Seller shall be under no obligation to the Buyer to maintain, repaint, repair or manage the Goods nor shall it be under any obligation to the Buyer to maintain or provide Call Box Services (as defined in the Universal Service Obligations) or telephony services from the Goods SAVE that where the Buyer has requested the Seller, and the Seller has agreed, to supply electricity, then the Seller shall supply that electricity (at the Seller's cost) to the REC (regional electricity company)



fusebox sufficient for the operation of an 8 watt lightbulb or similar. The Seller may discontinue to provide that supply (and payment) of electricity at any time by giving the Buyer notice in writing.

- 5.5(ii) The Buyer is not permitted to connect any equipment to the power supply provided by the Seller without first obtaining the Seller's written agreement.
- 5.5(iii) If written permission is given by the Seller to the Buyer, in accordance with paragraph 5.5(ii) to connect defibrillator equipment to the electricity supply, the equipment must meet all appropriate safety standards as amended from time to time including, but not limited to, the requirements as set out at paragraph (a)-(d) below.

The Defibrillator Cabinet must be:

- (a) Class 2 IP rating 54;
- (b) Compliant to BS7671-416/417 in its construction;
- (c) Manufactured by a ISO 9001/2 certified manufacturer;
- (d) Protected by an RCD

- 5.5(iv) The Seller does not actively monitor the electricity supply to the Goods. Responsibility for ensuring a continuous electricity supply required to power any equipment installed within the Goods remains with the Buyer at all times.
- 5.5(v) The Buyer shall remain, at all times, responsible for the monitoring, maintenance and repair of any equipment installed within the Goods.
- 5.5(vi) The Buyer indemnifies the Seller in respect of all damages or losses which the Seller may incur, or any third party claims received by the Seller as a result of any breach by the Buyer of its obligations as set out in this paragraph 5.

5.6 From acceptance of the Goods the Buyer shall:

- 5.6.1 At all times display a sign in or on the Goods (clearly visible to anyone viewing or inspecting the Goods) that the Goods are the responsibility of the Buyer, do not contain a Seller payphone and are not connected to the Seller's electronic communications network.
- 5.6.2 Take reasonable steps to inform the local public in the region or city in which the goods are situated that the payphone, ancillary equipment and wiring has been removed and that the Goods are the responsibility of the Buyer.
- 5.6.3 Apply to the relevant authority or authorities for all necessary consents, licences, waivers, restrictions or determinations (if any) required for the Goods (including but not limited to consents granted under the Planning Acts and consents and licences under the Communications Act 2003 and any statutory replacement or modification thereof) and shall fully and without delay comply with any conditions or recommendations imposed by them made in respect of the Goods.
- 5.6.4 Not sell, lease or license the Goods to a competitor to the Seller nor permit a competitor to install electronic communications apparatus (as defined in the Electronic Communications Code, in Schedule 3A of the Communications Act 2003 as amended from time to time) within the Goods and itself (as the Buyer) shall not install, provide or operate any form of electronic communications apparatus within the Goods.
- 5.6.5 Release the Seller, insofar as it can do, from any obligation under the Town and Country Planning (Permitted Development) Order 1995 in respect of the Goods.
- 5.6.6 Notify the emergency services that the Goods are no longer owned or maintained by the Seller and are now the property and responsibility of the Buyer.
- 5.6.7 Indemnify the Seller in respect of any damages or losses which the Seller may incur as a result of any breach of the Buyer's obligations in this sub-paragraph 5.6 and in respect of any obligations imposed upon the Buyer under the Highways Act 1980 and the New Roads and Street Works Act 1991 in respect of the Goods.

- 5.7 The Buyer waives any rights it may have against the Seller in respect of the Goods under the Communications Act 2003.
- 5.8 The Seller reserves the right and the Buyer grants such right, at any time from the date of acceptance of the Goods by the Buyer, to enter into or onto the Goods and any neighbouring land of the Buyer (but only to the extent necessary) to undertake works or to procure the undertaking of works to disconnect or cap-off the electricity supply to the Goods described above in paragraph 5.5, at the cost of the Seller and making good any damage caused to the Goods and the Buyer's neighbouring land as aforesaid to the reasonable satisfaction of the Buyer.
- 5.9 Not connect any equipment to the electricity supply referred to in Clause 5.5 without the express written agreement of the Seller.

## **6 Warranties and liability**

- 6.1 All warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 6.2 The Buyer acknowledges that the Seller is not in the business of selling the Goods and the Buyer will assume full responsibility to ensure compliance with any English Heritage requirements from the date of transfer of the goods.
- 6.3 The Seller makes no representations to the Buyer as to the Goods' quality, state of repair, safety, performance and fitness for purpose nor as to any apparent or latent defects. The Buyer shall take the Goods subject to any such defects and dilapidations (if any).
- 6.4 The Buyer agrees to the Decommissioning and, insofar as it is able, relieves the Seller of its obligations under Ofcom's Universal Services Obligations in respect of the Goods. The Buyer agrees not to object to Ofcom or any tier of local government to the Decommissioning of the Goods.
- 6.5 The Seller may supply the Buyer with a kiosk maintenance manual or other documents. Any recommendations or guidance therein shall not form warranties nor obligations of any nature upon the Seller.

## **7 Title and risk**

- 7.1 Title shall pass on delivery of the Goods.
- 7.2 Risk shall pass on delivery of the Goods.

## **8 Limitation of Liability**

- 8.1 When the Buyer accepts the Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.
- 8.2 The Seller shall not be liable to the Buyer for late delivery of the Goods.
- 8.3 Except in respect of death any personal injury resulting from a negligent act or omission on the part of the Seller or anyone authorised by it, the Seller's liability to the Buyer for tortious and contractual damages shall not exceed the Price. The Buyer shall at all times use its best endeavours to minimise and mitigate its losses.
- 8.4 The Seller shall not be liable to the Buyer for any economic loss suffered by the Buyer as a result of it entering into this agreement.
- 8.5 The Buyer acknowledges that it has taken or has considered taking legal advice from a solicitor or counsel before entering into this agreement.

## **9 Intellectual property**

No assignment or licensing of any IP Right is granted or made under this agreement.

## **10 General**

- 10.1 This contract is subject to the law of England and Wales and the non-exclusive jurisdiction of the courts of England and Wales.
- 10.2 The invalidity or unenforceability of any provision in this agreement, for whatever reason, shall not prejudice or affect the validity or enforceability of its other provisions.

- 10.3 The headings of this agreement are for reference only. No delay, neglect, forbearance by either party in enforcing any provision in this agreement shall be deemed to be a waiver or compromise of any right or rights unless made in writing.
- 10.4 In relation to the Goods, this agreement constitutes the entire agreement between the parties.
- 10.5 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 10.6 The Buyer shall not, disclose the existence of the Agreement in any journal magazine or publication or any other publicly available media or otherwise use the Seller's name or logos (including any trade marks) in any of its advertising or publicity material without the seller's prior written consent, which may be withheld or given in the Seller's absolute discretion.

**SCHEDULE**

**THE GOODS – Specification and Description**  
**01257 270333**  
**O/S Sub P.O.**  
**Talbot Drive**  
**Euxton**  
**Chorley**  
**PR7 6PD**

Signed by [  
 ] for and on behalf of **BRITISH TELECOMMUNICATIONS plc**

.....

Signature

.....  
 Position (director/company secretary/manager/attorney/agent).

*If signing as agent or under a power of attorney, please attach a copy of the document giving authority.*

.....

Signed by [  
 for and on behalf of

] Signature

.....  
 Position (director/company secretary/manager/attorney/agent).

*If signing as agent or under a power of attorney, please attach a copy of the document giving authority.*

.....

## Current Bank A/c

## List of Payments made between 21/08/2020 and 30/09/2020

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
26/08/2020	RBS Bank	129	16.76		Fraud
01/09/2020	Easy Websites	127	80.40		Website & Email
12/09/2020	Zoom	128	14.39		Meetings
17/09/2020	Studholme Bell Ltd	109	180.00		Salary Services
17/09/2020	British Telecom	110	120.60		Telephony
17/09/2020	Post Office Limited	111	3.13		Postage
17/09/2020	TESCO	112	0.00		TESCO
17/09/2020	TESCO	112	3.50		Hardware
17/09/2020	Eccleston Electrical	113	76.80		Electrician
17/09/2020	PC World	114	17.99		Software
17/09/2020	Microsoft	115	59.99		Software
17/09/2020	Talbot Print Services	116	795.00		Talbot Print Services
17/09/2020	C&W Berry Ltd	117	57.98		Hardware
17/09/2020	Various	118	1,770.81		Remuneration Sep20 E1
17/09/2020	Various	119	712.43		Remuneration Sep20 E2
17/09/2020	Various	120	956.50		Remuneration Sep20 E3
17/09/2020	Various	121	863.29		Remuneration Sep20 E4
17/09/2020	Various	122	625.09		Remuneration Sep20 E5
17/09/2020	Various	123	600.65		Remuneration Sep20 E6
17/09/2020	Various	124	128.00		Remuneration Sep20 E7
17/09/2020	HMRC	125	929.32		Tax&NI Sept20
17/09/2020	Water Plus	126	25.50		Water
17/09/2020	Peoples Pension	130	168.47		Pensions
<b>Total Payments</b>			<b>8,206.60</b>		

## Current Bank A/c

Receipts received between 01/08/2020 and 31/08/2020

## Nominal Ledger Analysis

<u>Receipt Ref</u>	<u>Name of Payer</u>	<u>£ Amnt Received</u>	<u>£ Debtors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
	Banked: <b>03/08/2020</b>	<b>35.48</b>						
	CCLS	35.48			1080	220	35.48	Interest
	Banked: <b>10/08/2020</b>	<b>8.32</b>						
	TSB	8.32			1080	220	8.32	Interest
	Banked: <b>15/08/2020</b>	<b>0.44</b>						
	Santander	0.44			1080	220	0.44	Interest
	Banked: <b>26/08/2020</b>	<b>15.00</b>						
	Dave S Cycles	15.00			1090	120	15.00	Advert
	Banked: <b>26/08/2020</b>	<b>10,000.00</b>						
	Chorley Council	10,000.00			1100	200	10,000.00	sm bus rate relief grant
	Banked: <b>28/08/2020</b>	<b>0.62</b>						
	RBS	0.62			1080	220	0.62	Interest
	<b>Total Receipts:</b>	<b>10,059.86</b>	<b>0.00</b>	<b>0.00</b>			<b>10,059.86</b>	

**Bank Reconciliation Statement as at 30/09/2020  
for Cashbook 1 - Current Bank A/c**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
RBS Current Account	01/09/2020	178	568.06
RBS High Interest	01/09/2020	106	86,748.25
TSB - Current	02/02/2020	10	417.18
Coop - Current	22/05/2020		45,973.09
Barclays Current	14/08/2020		65.00
Santander	02/09/2020	92020	51,405.51
RBS Debit Card	28/08/2020	70	4,000.00
TSB - Savings	01/09/2020	29	19,695.91
Coop - Savings	31/03/2020	14	5,038.21
Barclays Savings	14/08/2020		30,265.98
Public Sector Deposit Fund	31/08/2020	28	252,075.55
Unity Trust (Current)	31/08/2020	18	444.42
Unity Trust (Saver)	31/08/2020	14	34,485.64
			<u>531,182.80</u>
<b><u>Unpresented Cheques (Minus)</u></b>		<b><u>Amount</u></b>	
16/04/2020 8 ICO		35.00	
22/07/2020 70 C&W Berry Ltd		10.18	
12/09/2020 128 Zoom		14.39	
17/09/2020 109 Studholme Bell Ltd		180.00	
17/09/2020 111 Post Office Limited		3.13	
17/09/2020 112 TESCO		3.50	
17/09/2020 113 Eccleston Electrical		76.80	
17/09/2020 114 PC World		17.99	
17/09/2020 115 Microsoft		59.99	
17/09/2020 116 Talbot Print Services		795.00	
17/09/2020 117 C&W Berry Ltd		57.98	
17/09/2020 118 Various		1,770.81	
17/09/2020 119 Various		712.43	
17/09/2020 120 Various		956.50	
17/09/2020 121 Various		863.29	
17/09/2020 122 Various		625.09	
17/09/2020 123 Various		600.65	
17/09/2020 124 Various		128.00	
17/09/2020 125 HMRC		929.32	
17/09/2020 126 Water Plus		25.50	
17/09/2020 130 Peoples Pension		168.47	
			<u>8,034.02</u>
			523,148.78

**Receipts not Banked/Cleared (Plus)**

0.00

**Bank Reconciliation Statement as at 30/09/2020  
for Cashbook 1 - Current Bank A/c**

	<u>Amount</u>	<u>Balances</u>
		0.00
		<u>523,148.78</u>
<b>Balance per Cash Book is :-</b>		<b>523,148.78</b>
<b>Difference Excluding Adjustments is :-</b>		<b>0.00</b>
 <b><u>Adjustments to Reconciliation</u></b>		
17/09/2020 112           TESCO	0.00	
		0.00
<b>Unreconciled Difference is :-</b>		<b><u>0.00</u></b>

## Detailed Income &amp; Expenditure by Account 11/09/2020

## Account Code Report

	Actual Year to Date	Current Annual Bud	Budget Variance	Committed Expenditure	Funds Available
<b><u>Expenditure Detail</u></b>					
4000 Employees	38,198	90,000	51,802		51,802
4010 Payroll Services	365	1,200	835		835
4070 Mileage	860	3,000	2,140		2,140
4075 Employee Training	0	3,000	3,000		3,000
4080 General Office	1,215	5,200	3,985		3,985
4090 Communications	2,114	4,100	1,986		1,986
4100 Insurance	0	3,500	3,500		3,500
4120 Audit	(491)	1,250	1,741		1,741
4130 Legal Fees/Planning Investig	0	5,000	5,000		5,000
4211 Councillor Training	0	250	250		250
4250 Grants	0	6,000	6,000		6,000
4260 Christmas Celebrations	0	3,000	3,000		3,000
4300 Euxton Gala	0	1,500	1,500		1,500
4310 Road Safety/SPID	0	2,500	2,500		2,500
4320 Footways/Cycleways	0	250	250		250
4340 Community Engagement	9	250	241		241
4350 ECO Projects	0	8,000	8,000		8,000
4380 Heritage Projects	1,660	3,000	1,340		1,340
4390 Defibrillator Project	0	4,000	4,000		4,000
4410 Monarch Passing	0	500	500		500
4500 Utilities	441	1,400	959		959
4510 Gardens/Planting/Competitions	234	10,000	9,766		9,766
4520 Allotments	55	17,000	16,945		16,945
4530 Millennium Green	368	10,000	9,632		9,632
4540 All Purpose Committee	0	2,500	2,500		2,500
4560 Multi/All Weather Greenside (n	0	1,500	1,500		1,500
4570 Amenity/Open Space RRM	2,271	35,000	32,729		32,729
4581 War Memorial	195	500	305		305
<b>Total Overhead</b>	<b>47,494</b>	<b>223,400</b>	<b>175,906</b>	<b>0</b>	<b>175,906</b>
<b>Total Income</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>Total Expenditure</b>	<b>47,494</b>	<b>223,400</b>	<b>175,906</b>	<b>0</b>	<b>175,906</b>
<b>Net Income over Expenditure</b>	<b>(47,494)</b>	<b>(223,400)</b>	<b>(175,906)</b>		
plus Transfer From EMR	0				
less Transfer From EMR	0				
<b>Movement to/(from) Gen Reserve</b>	<b>(47,494)</b>				



## **Agenda Item 7.5 Report**

Investment Policy – consider the Internal Auditors recommendation of “consider rationalising the number of bank accounts to reduce administration”, consider any changes and update the Investment Strategy below.

### **EUXTON PARISH COUNCIL**

#### **INVESTMENT STRATEGY**

##### **1. Introduction**

Euxton Parish Council acknowledges the importance of prudently investing the temporarily surplus funds held on behalf of the community.

This strategy has been prepared in accordance with the Guidance on Local Government Investments (‘the Guidance’), issued under section 15(1)(a) of the Local Government Act 2003 and effective from 1 April 2018 (3<sup>rd</sup> edition).

The Guidance states:

- a) Where a Parish Council expects its investments at any time during a financial year to exceed or are expected to exceed £100,000 at any time during the financial year.
- b) Where a Parish Council expects its total investments at any time during a financial year to be between £10,000 and £100,000, it should decide on the extent, if any, to which it would be reasonable to have regard to the Guidance in relation to that year.

##### **2. Objectives**

- 2.1 The Council will invest prudently any surplus funds it holds on behalf of the community. Priority will be given to the security and liquidity of its reserves.
- 2.2 The Council will seek the highest rate of return, consistent with the proper levels of security and liquidity.
- 2.3 The Council will withdraw monies first from the least secure or higher rated investment funds/banks.

##### **3. Specified Investments**

- 3.1 The Council will invest its reserves in specified investments which are defined by the Guidance as investments that are:
  - denominated in sterling and any payments or repayments in respect of the investments are payable only in sterling
  - that have a period to maturity of no more than 12 months
  - not defined as capital expenditure (essentially this precludes investment in share or loan capital of any corporate body)

- made with a body or in an investment scheme which has been awarded a high credit quality (see below) or is made with the UK Government or a Local Authority.

3.2 The Council will only invest in Specified Investments as defined above.

3.3 For the avoidance of doubt, the Council will invest balances which are surplus in short term deposits with one or more of the UK Government, UK banks and/or building societies or other Local Authorities, provided that the credit rating of such institutions satisfies the minimum credit ratings specified below.

3.4 Decisions on investments within this strategy will be made by Full Council.

#### **4. Acceptable Level of Credit Ratings (Risk)**

4.1 The required level of Credit Rating for UK Banks and Building Societies is 'A' or above from Standard and Poor's or Moody's Investors Service Ltd or Fitch Ratings Ltd or the bank is registered with the Financial Services Authority (FSCS) and the Council is otherwise satisfied as to its levels of capital and liquidity.

#### **5. Treasury Management**

5.1 The Council does not use external advisers to offer information, advice or assistance relating to investments, nor does it regard there as being a need for its staff to be trained in investment management given the nature of its investments but will rely on information which is publicly available.

5.2 The Council will monitor the risk of loss on investments by reference to credit ratings. The Council should aim for ratings equivalent to the Fitch F1 rating for short-term investments.

#### **6. Investment of Money Borrowed in Advance of Need**

In the unlikely event of money being borrowed in advance of need, it will be invested in specified investments in accordance with this strategy.

#### **7. Review and Amendment of Regulations**

The Investment Strategy will be reviewed annually. The Annual Strategy for the coming financial year will be prepared and reviewed by Full Council.

The Council reserves the right to make variations to the Strategy at any time, subject to the approval of the Full Council.

#### **8. Transparency**

The Strategy should be publicly available on the Councils website.

Approved by Council: 15 March 2018

## Agenda Item 7.6 Report

Appoint the Internal Auditor for year ending 31 March 2021 – below is the Internal Auditor standard appointment letter

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# JDH Business Services Ltd

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Carreg Lwyd, Cefn Bychan Road, Pantymwyn, Flintshire, CH7 5EW e-mail:john@jdhbs.co.uk

## Engagement Letter for: **Euxton Parish Council**

**JDH Business Services Limited** is pleased to accept appointment as your internal auditor in accordance with the terms and conditions described below.

### 1.) **Respective responsibilities of Council and Internal Auditors**

#### i.) **The Council – your responsibilities**

- a) As members of the council, you are required to prepare and approve accounts for each financial year in accordance with the requirements of the latest adopted Accounts and Audit regulations and proper accounting practice.
- b) You are responsible for maintaining an adequate system of internal control, including measures designed to prevent and detect fraud and corruption.
- c) You are responsible for undertaking all reasonable steps to assure yourselves that there are no matters of actual or potential non-compliance with laws, regulations and codes of practice which could have a significant financial effect on the ability of the council to conduct its business or on its finances.
- d) You are responsible for carrying out an assessment of the risks facing the council and taking appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.

You have undertaken to make available to us, as and when required, all the council's books of account and records and related information necessary to carry out our work. You will make full disclosure to us of all relevant information.

The internal auditor shall have the right of access to any member or officer to discuss and to receive information and explanations in connection with any matter arising from the audit.

As part of our normal procedures we may request you to provide written confirmation of any information or explanations given to us orally during the course of our work.

## Agenda Item 7.6 Report

## ii.) **Internal Audit – Our Responsibilities**

The internal auditor is responsible for reviewing whether the Council's financial management is adequate and effective., and that it has a sound system of internal control. The scope of internal audit is summarised in the AGAR Annual Return for Local Councils as follows:

- Checking that books of account have been properly kept throughout the year
- Checking payment internal controls 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
- If the authority certified itself as exempt from a limited assurance review in the previous financial year, it met the exemption criteria and correctly declared itself exempt.
- Ensuring the authority has demonstrated that during the previous summer that it correctly provided for the exercise of public rights as required by the Accounts and Audit Regulations
- Where the council is sole trustee to a charity, reviewing whether the council has met its responsibilities as a trustee

## **2). Reporting**

The internal auditor will report to the Council after all interim and year end internal audits. In the event of a serious issue being identified during the year the internal auditor will also report to Council.

### **3). Independence and Objectivity**

The internal auditor will inform the Council immediately if the internal auditor becomes aware of any conflict of interest that may adversely affect their ability to carry out the internal audit objectively and independently and will resign from the appointment forthwith.

### **4). Fees**

Our fees are based on the degree of skill and responsibility involved and the time spent on the work and are fixed on the basis of the responsibilities detailed above for each financial year. If it is necessary to carry out work outside the responsibilities outlined in this letter it will involve additional fees that will be agreed with the Council in advance.

Our terms relating to payment of amounts invoiced are strictly 30 days net. Interest will be charged on all overdue debts at the rate for the time being applicable under the Late Payment of Commercial Debts (Interest) Act 1998.

### **5). Period of Appointment**

Once it has been agreed, this letter will remain effective until it is replaced. The appointment is therefore for an unspecified period but subject to annual confirmation by the Council.

### **6). Agreement of terms**

The terms set out in this letter and our general terms of business shall take effect immediately upon your countersigning this letter and returning it to us or upon commencement of the internal audit, whichever is earlier.

Once it has been agreed, this letter will remain effective until it is replaced. We shall be grateful if you could confirm your agreement to these terms by signing the enclosed copy of this letter and returning it to us immediately.

Yours

**JDH Business Services Ltd**

I/We confirm that I/We have read and understood the contents of this letter and agree that it accurately reflects the services that I/We expect you to provide.

Signed.....Dated.....

For and on behalf of the Council

*Registered to carry on audit work by the Institute of Chartered Accountants in England and Wales*

**EUXTON PARISH COUNCIL**

**CIL Monies Report**

Financial Year: 1 April 2020 to 31 March 2021

As at 21/10/20

**CIL Income Breakdown Report (1 April 2020 to 31 March 2021)**

Date	Location	£
15/05/20	15/00776/FUL Buckshaw Hall Central Avenue BV	300.00
	15/00635/FUL Land Adjacent Balshaw Villa - 2 new	5,768.03
		6,068.03
		<u>6,068.03</u>

**CIL Expenditure Breakdown Report (1 April 2020 to 31 March 2021)**

Date	Description/location	£
		<u>0.00</u>

**CIL Reconciliation**

Date	Description	£
2016/17	Total CIL received	69,656.93
2016/17	Total Expenditure	- 22,480.75
2017/18	Total CIL received	-
2017/18	Total Expenditure	- 1,950.00
2018/19	Total CIL receipts	174,092.45
2018/19	Total Expenditure	- 7,712.47
2019/20	Total CIL received	9,184.73
2019/20	Total Expenditure	- 18,817.52
2020/21	Total CIL received	6,068.03
2020/21	Total Expenditure	-
	Total CIL repaid following notice	-
	Total CIL available	<u>208,041.40</u>

**CIL Balances / Spending Years**

Date	Description	£
2016/17	Outstanding from income to be spent by 2021/22	18,696.19
2017/18	Outstanding from income to be spent by 2023/24	174,092.45
2019/20	Outstanding from income to be spent by 2024/25	9,184.73
2020/21	Outstanding from income to be spent by 2025/26	<u>6,068.03</u>
	CIL funds carried forward	<u>208,041.40</u>

\* = Installment

## Agenda Item 8 Report

Updates to the Standing Orders, Financial Regulations and Committee terms of references

### Standing Orders

Following Council's decision on 20 August 2020 of:

**Resolved:** Council agreed the December meeting will be removed from the calendar and standing orders revised to reflect this.

It is proposed the wording in the Standing Orders are updated from the text below:

#### 1.1 Meetings

**Meetings of the Council commence at 7.15 pm and finish at 9.30 pm and shall normally be held on** the third Thursday of each month (except August) **at** Euxton PC Community Centre, Wigan Road, Euxton - unless the Council otherwise decides at a previous meeting. **Items on the Agenda not reached by 9.30 pm shall be deferred to the next meeting.**

To add in the words 'and December' between the brackets.

### Financial Regulations

The Internal Audit report received by the Council on the agenda of 20 August 2020 suggested an update to the Financial Regulations at item 4.1 to reflect the spending rules in the terms of reference for Committees.

It is proposed the wording in the Standing Orders are updated from the text below:

#### 4. BUDGETARY CONTROL AND AUTHORITY TO SPEND

4.1 Expenditure on non-routine revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:

- the Council for all items over £500 (except as provided in para 4.5;
- a duly delegated committee of the Council for items up to £500.

To change the second bullet point to read as below:

- a duly delegated Committee of the Council from specified budgets contained in that Committee's terms of reference and, any new budgets added during the budgeting process which will be reflected in its minutes.

## **Committee terms of references**

Following on from the above item to update the Financial Regulations to reflect the Internal Auditor recommendation the terms of reference for two of the Committees need to be updated as below.

### **Leisure Committee**

The recommendation is to update the terms of reference to include the following budget headings and sentence:

4530	Millennium Green
4550	Balshaw Villa Gardens
4560 & CIL	All weather games area, Greenside
4570	Amenity/Open Space RRM

Also, authority for any new budgets added during the budgeting process which will be reflected in the Committee minutes.

### **All Purposes Committee**

The recommendation is to update the terms of reference to include the following budget headings and sentence:

4090	Communications
4250	Grants
4260	Christmas Celebrations
4300	Euxton Gala
4310	Road Safety
4340	Community Engagement
4380	Heritage Projects
4390	Defibrillator Projects
4581	War Memorial
4510	Gardens/Planting/Competitions
4340	All Purpose Committee
EMR340	Street Machines
4320	Footpaths/Cycleways Project
4410	Monarch Passing
4350	Eco Projects
CIL	Permanent Solar SPID x 2

Also, authority for any new budgets added during the budgeting process which will be reflected in the Committee minutes.



## **Agenda Item 9 Report**

Milestone Meadow Play Area - Update response received from Chorley Council

Copy of email received below:

RE: FW: Milestone Meadow Play Area  
E-mail from Gary Hall: FW: Milestone Meadow Play Area  
From: Gary Hall  
10/09/2020 15:16  
To EUXTON PARISH COUNCIL

Hi Debra

I can advise we are continuing to collect section 106 contributions for the improvement of the council owned Milestone Meadow Play Area and the site is identified in the Open Space Sport and Recreation Strategy for improvement once we have collected the money we need . In the meantime, following a request from a local resident, I am pleased to advise we will be installing a flat seat bench and a picnic bench at Milestone Meadow next week for seating for visitors at the site.

We appreciate your interest in the site however the council will not be looking to relinquish our interest or to lease the site for the foreseeable future.

A new Open Space Sports and Recreation Strategy and Action Plan is in the process of being prepared and will be published in the new year which will include our plans for investment in existing and new schemes for the new local plan period.

Many thanks

Gary

Gary Hall  
Chief Executive  
Chorley Council