

# TRURO CITY COUNCIL



CITY OF TRURO

Town Clerk's Department  
Municipal Buildings  
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March 2024

To: The Mayor & Mayor elect (Councillor C Swain)  
Deputy Mayor & Deputy Mayor elect (Councillor S Robey)  
Chairman and members of the  
**FINANCE & GENERAL PURPOSES COMMITTEE**  
and all other Members of **TRURO CITY COUNCIL** *for information*

Dear Councillor

## A G E N D A

NOTICE IS HEREBY GIVEN that the meeting of the **FINANCE & GENERAL PURPOSES COMMITTEE** will be held at **THE LARGE COMMUNITY ROOM, TRURO COMMUNITY LIBRARY (SECOND FLOOR), UNION PLACE** on **MONDAY 18 MARCH 2024** at 7.00 pm for the transaction of the under mentioned business: -

- 1 **APOLOGIES**  
Apologies have been received from Councillor Mrs Carlyon.
- 2 **DISCLOSURES OR DECLARATIONS OF INTEREST**
- 3 **OPEN SESSION FOR ELECTORS OF TRURO RELATING TO ITEMS ON THIS AGENDA**  
**VERBAL QUESTIONS** (5 minutes only)
- 4 **FINANCE AND GENERAL PURPOSES MINUTES** *(Appendix A)*  
To resolve to approve the minutes of the Finance & General Purposes Committee held on 12 February 2024.
- 5 **RFO REPORT**  
Verbal report including financial regulations, scheme of delegation, budget management, internal control, fixed assets and Lander Monument Repair Quotations.
- 6 **CHAIRMAN'S REPORT**
- 7 **MANAGEMENT ACCOUNTS 1 APRIL 2023 – 29 FEBRUARY 2024** *(Appendix B)*  
Question on these items to be received by Deputy Town Clerk by noon on Monday 18 March. Deputy Town Clerk/ Responsible Financial Officer to report.
- 8 **INTERIM INTERNAL AUDIT REPORT JUNE AND NOVEMBER 2023 – FOLLOW-UP ACTIONS**  
Responsible Financial Officer to report. *(Appendix C)*
- 9 **SUMMARY IDLESS NURSERY PROJECT** *(Appendix D)*  
Interim RFO to report

- 10 **SUMMARY CAFÉ AND PAVILION PROJECT** (Appendix E)  
Interim RFO to report
- 11 **ANNUAL AGREEMENTS**  
To resolve to approve annual agreements:
- i. City Grass Cutting Project £7,576.82
  - ii. 3CX Telephone System £231.60 for 36 months
  - iii. Work Nest Health & Safety System £2,766.40
  - iv. William Martin Compliance £10,140.00
  - v. Zurich Municipal Insurance £26,506.47
- 12 **JAMES TREWIN CHARITABLE TRUST** (Appendix F)  
To approve receipt balance of funds from the Trust.
- 13 **SECTION 106 FUNDING FOR AMENITY SPACES** (Appendix G)  
To resolve to apply for £29,572 for café & pavilion project.
- 14 **OPEN SPACE AT COOSEBEAN – CIL AGREEMENT** (Appendix H)  
To recommend to Council the allocation of CIL funding.
- 15 **GRANTS**  
Chairman to report on meeting held prior to the Finance & General Purposes Committee.
- 16 **TRURO TOWN DEAL**  
(i) A verbal report by Interim Town Clerk on the Boscawen Park & New Life for City Buildings projects.  
(ii) Report from Town Deal Board on other projects including Lemon Quay
- 17 **STAFFING UPDATE**  
Verbal report including:  
(i) To confirm that the secondment agreement for Interim Town Clerk has been signed under the delegation.  
(ii) The Town Clerk recruitment process has commenced to include the Job Description.  
(iii) To resolve on provision of a relocation package  
(iii) Staffing Committee – Terms of Reference referred from the last meeting.  
(Appendix I to follow)
- 19 **CORNWALL COUNCIL: CORNWALL DESIGN REVIEW PANEL** (Appendix J)  
To consider nominating two councillors to attend a meeting on 25 March regarding an update on Langarth Neighbourhood Design Codes for West Langarth & Little Langarth – Review Of School. A copy of the agenda is attached for Member's information.
- 20 **EXCLUSION OF THE PRESS AND PUBLIC**  
In accordance with s1(2) of the Public Bodies (Admission to Meetings) Act 1960, the press and public will be excluded from the meeting during consideration of the following items by reason of its confidential or special nature.
- 21 **MUNICIPAL BUILDINGS AND CLOCKTOWER INTERIM REPORT** (Appendix K)  
Chairman to report. To note legal fees up to £2520 have been agreed with Stephens & Scown for Review of Municipal Buildings lease.
- 22 **STAFFING UPDATE**  
Verbal report on recent grievance procedure & potential tribunal claim.  
(i) To resolve to engage specialist solicitors.  
(ii) To resolve to approve Committee Clerk contract.
- 23 **READMITTANCE OF THE PRESS AND PUBLIC**  
Press and public will be permitted to rejoin the meeting following the conclusion of the confidential items.
- 24 **CORRESPONDENCE**

25 **DATE OF NEXT MEETING**

15 April 2024

The agenda for the next Finance and General Purposes Committee to be held 15 April 2024 will be prepared on Tuesday 11 April 2023. In accordance with Minute 302 (03.12.12) should a member wish an item to be included on this agenda please inform the Town Clerk's office by Monday 10 April 2023 as no items other than those on the agenda can be considered at the meeting.

26 **ITEMS FOR NEXT AGENDA**

- i. Risk Register
- ii. Banking & Investment Strategy
- iii. Review of financial regs & scheme of delegation
- iv. Waste Contract
- v. CCTV

David Rodda MBE  
INTERIM TOWN CLERK



# A

## MEETING OF THE FINANCE AND GENERAL PURPOSES COMMITTEE HELD ON MONDAY 12 FEBRUARY 2024

**PRESENT:** Councillors Biscoe, Mrs Carlyon, Rabey, Rich, Roden (Chairman), Mrs Stokes, Mrs Swain (Mayor), Unwin, Webb (Vice-Chairman) and Wells.

Also in attendance: Mr Richard Budge, Proper Officer  
Mr Adrian Darch, Interim Responsible Financial Officer  
Mrs Joanne Trevelyan, Financial Officer

**APOLOGIES:** Apologies of absence were received from Councillor Eathorne Gibbons.

### 348 DISCLOSURES AND DECLARATIONS OF INTEREST

There were no declarations of interest.

### 349 OPEN SESSION FOR THE ELECTORS OF TRURO

There were no electors of Truro present.

### 350 FINANCE AND GENERAL PURPOSES MINUTES

It was proposed by Councillor Roden, seconded by Councillor Webb and

**RESOLVED** that the minutes of the Finance and General Purposes Committee Meeting held on 15 January 2024 together with a separate confidential minute are signed as a correct record, subject to the correction of the following typographical errors: "Wetherill" replacing "Weatherill" and "Darch" replacing "Darche" in the list of those people present.

### 351 REAL LIVING WAGE

The Financial Officer explained that currently the Council paid the Real Living Wage to staff from 1 April, and until such time the NJC pay award was implemented pay scales were temporarily distorted, adversely affecting the morale of staff on the Truro City Council pay scales. The Council's pay scales were normally updated later in the financial year following the completion of appropriate negotiations between the employer and trades unions. One option was to delay implementing the Real Living Wage from 1 April until other salaries were generally updated.

During discussion:

- i. The Financial Officer commented that in practice currently an additional pay run implemented payment of the Real Living Wage in April. She confirmed the Council was not accredited and was therefore not obliged to implement any Real Living Wage salary increase from 1 April. The Council could choose to move away from the living wage because it hadn't benefited staff since 2019.
- ii. A couple of Members queried whether the Council's reputation might be damaged if it delayed in implementing any increase in living wage to any staff so entitled. The impact on staff morale was also highlighted as a potential issue.

[Councillor Mrs Carlyon entered the meeting at 7.05pm.]

It was moved by Councillor Roden, seconded by Councillor Webb, and

**RECOMENDED TO COUNCIL** that:

- (a) All staff members be paid the Real Living Wage increase and the NJC salary uprating at the same time: and

- (b) that staff be notified that they can apply to be paid any uprating from the Real Living Wage from 1 April if the change causes financial difficulties.

### 352 STAFFING COMMITTEE

Members considered the establishment of a staffing committee which was good practice for larger town councils, such as Truro City Council. A set of draft terms of reference was also considered. A typographical error in the draft terms of reference was corrected: "6" was replaced by "7".

During debate a number of matters were raised by Councillors including:

- a. The principle of establishing a new standing committee for staffing was generally welcomed.
- b. The responsibility of the town clerk (and deputy town clerk) for the establishment and management of staff was highlighted and the Committee was reminded only matters which required Member input such as advice or guidance should be discussed. Relevant standing orders and procedural guidance would also need to be reviewed and amended as necessary should such a new committee be established. It was also suggested membership of the new committee be decided by the first meeting of Full Council following the annual meeting of the Committee Selection Committee.
- c. A number of changes were suggested to the draft terms of reference: the Mayor should not be a member of this committee – in order to maintain impartiality and the chairman of the other standing committees should not be members due to their regular interaction with staff as part of their existing roles. Instead, it was suggested 5 members be sought from those councillors who did not hold a particular office. Further meetings should be scheduled on a monthly basis before meetings of the Finance and General Purposes Committee and meetings cancelled if there was no business to transact. Referring to paragraph 1 it was considered a new staffing committee should report to council because it was accountable to Council as a whole. A staffing committee could consider referrals from the other standing committees in the usual way. Referring to paragraph 8 it was suggested "and well-bring" be added after "safety". Regarding para 13 of the draft terms of reference, it was considered a staffing committee should not be responsible for the administration of leave records. A staffing committee could not employ staff either. Further it was suggested authority be delegated to the town clerk (or deputy town clerk) to make urgent decisions eg in between meetings.
- d. It was generally agreed the terms of reference be amended in light of the above comments and suggestions and a copy be circulated to all councillors for their input prior to a further report being made to the next meeting of Finance and General Purposes Committee.
- e. The Committee thanked Cheryl Simpson, Administrator for her hard work and support whilst the Council was short-staffed.

It was proposed by Councillor Biscoe, seconded by Councillor Stokes and

#### **RECOMMENDED TO COUNCIL** that:

1. A staffing committee be established in principle.
2. The draft terms of reference be re-drafted to reflect the above comments and suggestions and any further input from Councillors.
3. Standing Orders and procedural guidance be amended as appropriate.
4. The revised draft terms of reference be reported back to the next meeting of the Finance and General Purposes Committee.

[Councillor Mrs Carlyon requested that her name be recorded as abstaining.]

**353 MANAGEMENT ACCOUNTS APRIL – OCTOBER 2023**

Members considered the financial accounts from April 2023– January 2024. A typographical error was corrected on the heading “30<sup>TH</sup> November 2023” replaced by “31 January 2024”.

During discussion a number of questions and issues were raised by the Committee, including:

- i. It was clarified the building housing the Tourist Information Centre was currently let to the Council on a secure tenancy.
- ii. Line 6801 Publicity related to the salary of the contracted temporary communications officer.
- iii. It was explained line 6300 Corporate/Democratic and Planning gas and electricity related to the Municipal Buildings and line 6300 Library related to the library.
- iv. Attention was drawn to line 6103 Cleaning and Waste Management for Lemon Quay. The Proper Officer stated the Council had been quoted £58,000 to replace the current service cost of £22,700. As a result, officers were currently investigating provision by an alternative provider.
- v. The acting Responsible Finance Officer confirmed it was currently too early to provide an indication of the budget outcome. The Proper Officer confirmed management was closely monitoring expenditure in the meantime.
- vi. A concern was raised that, whilst savings were being generated by not replacing staff in the short-term, this also caused a backlog of work and staff undertaking multiple jobs. Business continuity was also an important factor.
- vii. The Finance Officer agreed to provide the list of transactions generated by Sage – which had been sent to all councillors electronically – as an Excel spreadsheet to Councillor Stokes. It was noted spot checks were also undertaken as a matter of course.
- viii. The role of the committee in providing an overview of the accounts, seeking assurance and raising concerns was emphasised.

It was proposed by Councillor Roden, seconded by Councillor Biscoe, and

**RECOMMENDED** to note the Management Accounts April – October 2023.

**354 EXCLUSION OF THE PRESS AND PUBLIC**

It was proposed by Councillor Roden, seconded by Councillor Webb and

**RESOLVED** that in accordance with s1(2) of the Public Bodies (Admission to Meetings) Act 1960 the press and public be excluded from the meeting during consideration of the following item by reason of its confidential or special nature.

**355 CAFÉ IN THE PARK BOSCAWEN PARK UPDATE**

Further to Minute 156 a report on the operation of the café was considered. The same report had been considered by the Parks and Amenities Committee on 5 January and that Committee had recommended to Council that the Café continue to operate, and a further update report be considered in 12 months' time unless there were any issues in which case an earlier report would be considered. The Proper Officer highlighted net expenditure had reduced from an overspend of -£20,800 Nov-Jan 2022-23 to an overspend of -£9,081 Nov-Jan 2023-24. Further, net expenditure

had changed from an overspend of - £4,479 for January 2023 to a profit of £1,662 for January 2024 despite inclement weather and financial restrictions of customers after the festive period. This was more in line with the Town Clerk's prediction of £20,000 profit.

There was a lively discussion during which Members raised a number of points including:

- a. The work of the Proper Officer and his team in addressing issues raised by the Café's operation, providing the report and moving forward was broadly welcomed by the Committee.
- b. Concern was raised that a number of costs had not been included in the information provided in the report. These included utilities, insurance, construction, furnishings and fittings plus officer time. It was suggested this gap in information skewed the financial information set out in the report. The Finance Officer responded expenditure such as utilities was currently apportioned at the year's end but next year she undertook to include the cost of utilities on a monthly basis in the estimates. In addition, information was awaited regarding business rates.
- c. Earlier in the meeting it was suggested the Council had broken state aid rules whereby public funds were being used to support the Café, funding which was not available to competitors.
- d. Members were reminded part of the funding arrangement with the Lawn Tennis Association for the refurbishment of the tennis courts - was for a sinking fund to be established for future refurbishment of the courts. Links with the developing Towns Fund Boscawen Park Sports Hub project were also highlighted.

It was proposed by Councillor Webb, seconded by Councillor Swain, and

**RECOMMENDED** that:

1. The report be accepted.
2. The Café in the Park continue to operate.
3. A further update report be considered in 12 months' time.

[The Proper Officer left the meeting at 8.50pm.]

### **356 READMITTANCE OF THE PRESS AND PUBLIC**

It was proposed by Councillor Webb, Seconded by Councillor Swain and

**RESOLVED** that the press and public be invited back to the meeting.

[The Proper Officer left the meeting at 8.50pm.]

### **357 ZERO BASED BUDGETING**

The Committee considered a report on the potential resources and costs which might be involved in a zero-based budgeting exercise for the next financial year. The Interim Responsible Finance Officer talked through the report, highlighting the 'pros' and 'cons' commenting that he was not sure the Council currently had the capacity to deliver a zero-based budget. Further, he highlighted a mix of 'incremental' and 'zero based' budgeting might be a solution. During a ranging debate, a number of matters were raised, including:

- i. Concerns were raised that currently there was limited resource capacity across the Council to undertake such work; there was also a risk of

duplication. In response to a question the Interim Responsible Finance Officer was unable to say what resources might be required apart from what had been mentioned in the report.

- ii. A Councillor (who had experience of zero-based budgeting) highlighted a risk that zero-based budgeting might result in a relatively low level of savings compared to the resources spent. A selective, incremental approach might be sensible, however.
- iii. It was acknowledged that the current timeframe - when a number of key posts were vacant, when a new Deputy Town Clerk would shortly come into post, and when the Council would be looking to recruit a new Town Clerk and during the last year of this Council - might be pre-emptive to make such a significant change to the budget process.
- iv. It was noted the provision of a public cemetery and allotment were required to be provided by statute.
- v. Councillors who advocated taking a zero-based budget approach highlighted a need for a detailed, clear and transparent process and that it wasn't just about making savings.
- vi. It was commented using technology to make cost savings was not zero-based budgeting.
- vii. The Finance Officer stated personally she did not advocate zero-based budgeting. In effect she already undertook a combined approach of incremental and zero-based budgeting. Further if such an approach was agreed for the next financial year the additional work generated would have significant staffing implications, particularly on the Finance Office.

A motion was moved by Councillor Stokes and seconded by Councillor Mrs Carlyon:

- a) That the Finance and General Purposes Committee Recommend to Full Council to undertake a Zero-Based Budgeting exercise.
- b) That the Deputy Town Clerk be delegated authority to undertake this exercise.
- c) That regular reports and a project Plan be brought back to future FandGP Committee meetings with the objective of completing the exercise prior to the 2025-26 budget setting process.

Note. Any Plan should also include dates for various strategies to be submitted to relevant Committees, prior to the budget committee setting process (HR Strategy, IT Strategy, Training Strategy, Renewals Programme, plus any relevant Works Programmes such as Parks).

An amendment was moved by Councillor Biscoe and seconded by Councillor Unwin:

1. The report be noted.
2. The Deputy Town Clerk be invited to consider undertaking a Zero-Based Budget exercise and report back to a future meeting of the Finance and General Purposes Committee.

Upon being put to the vote was carried.

[Councillors Mrs Carlyon and Stokes requested that their names be recorded as voting against the amendment.]

Accordingly the substantive motion was moved by Councillor Biscoe and seconded by Councillor Unwin, and it was

**RECOMMENDED TO COUNCIL that:**

1. The report be noted.
2. The Deputy Town Clerk be invited to consider undertaking a Zero-Based Budget exercise and report back to a future meeting of the Finance and General Purposes Committee.

[Councillors Mrs Carlyon and Stokes requested their names be recorded as voting against the motion.]

**358 TEMPORARY SUSPENSION OF STANDING ORDER 5Dv FOR MUNICIPAL YEAR 2024/2025**

The Committee was requested by the Chairman to consider suspending Standing Order 5Dv for a temporary period to enable Members who had already served three consecutive years as chairman of a standing committee to be eligible for nomination as chairman in the last year of this Council.

**(i) Extension Of Time**

During discussion of the following item, it was moved by the Chairman and seconded by Councillor Biscoe, and

**RESOLVED** that the meeting continue until 22:00 to enable this item to be concluded.

Councillors generally supported the proposed suspension of Standing Order 5Dv due to the current very exceptional circumstances whereby continuity was required in the last year of the current Council with the forthcoming election of new chairman of standing committees, the incoming new Deputy Town Clerk and the future recruitment of a new Town Clerk. A minority of Members were uncomfortable supporting such a change.

It was proposed by Councillor Wells, seconded by Councillor Biscoe, and

**RECOMMENDED** to Council that Standing Order 5Dv be suspended for 12 months only for the 2024 to 2025 local government year and be resumed for the 2026 to 2027 year.

**359 CORRESPONDENCE**

There were no items of correspondence.

The meeting closed at 9.38pm.

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CHAIRMAN

**BUDGET MONITORING STATEMENT**

**1st April 2023 to 29th February 2024**

Ref	Out turn 2021-2022	Out turn 2022-2023	Revised Full Budget 2023- 24	2023-24 Actual to date	2023-24 Budget to date	Variance £'s	% Var	w.t.e	s.i.p.	Var	Budget Variance Commentary	Forecast Actual 2023-24	Variance to Revised Budget 2023-24	%	Commentary	Proposed Budget 2024-25	Forecast 2025-26	Forecast 2026-27	
	£'s	£'s	£'s	£'s	£'s	£'s						£'s	£'s			£'s	£'s	£'s	
<b>Revenue Budgets</b>																			
1	278,310	366,263	657,072	591,003	602,772	-11,769	-2%	13.10	9.60	-3.50	-£17k salaries, -£3k training, +£5k Payroll/Personnel, +£5k Legal, -£2k utility costs, -£1k computer costs, -£1k interest	657,072	876,259			838,459	876,259		
2	83,210	116,617	117,835	110,559	110,383	166	0%	3.03	3.03			117,835	123,410			119,367	123,410		
3	150,455	154,732	163,981	146,971	149,326	-2,355	-2%	1.27	1.27	-0.73	-£1k salaries, -£1k social prescribing	163,981	176,186			168,522	176,186		
4	202,610	240,371	225,741	199,313	207,119	-7,806	-4%	5.86	5.13		-£7k utility costs, -£1k room lettings	225,741	258,257			244,765	258,257		
5	66,258	64,252	38,117	35,721	34,941	780	2%	1.61	1.61		+£1k salary costs	38,117	54,865			54,865	54,865		
6	-2,053	6,305	21,432	13,873	13,104	769	5%				+£1k salary costs	21,432	104,779			95,473	104,779		
7	778,790	948,540	1,224,478	1,097,440	1,117,655	-20,215		24.87	20.64	-4.23		1,224,478	1,593,756			1,521,451	1,593,756		
8	4,833	6,069	2,377	2,018	1,017	1,001	98%				+£1k water costs	2,377	2,570			1,879	2,570		
9	19,375	19,043	20,570	12,596	13,363	-767	-4%				-£1k wages and contract work	20,570	23,134			20,456	23,134		
10	51,315	31,121	32,379	23,042	20,786	2,256	11%				-£1k wages, -£3k reduced burial fees	32,379	36,574			29,895	36,574		
11	730,889	721,069	850,194	800,877	802,159	-1,282	0%	21.25	21.25		-£16k wages and training, +£5 petrol/oil, +£10 R&M, +£4k utility costs, -£5k equipment/materials	850,194	966,680			850,579	966,680		
12	161,049	186,796	177,371	155,622	159,056	-3,434	-2%	3.39	3.37	-0.02	-£2k R&M, -£2k cleaning materials, +£1k water	177,371	203,769			178,301	203,769		
13	-4,571	27,134	42,496	38,472	39,079	-607	-2%	3.32	2.14	-1.18	+£11k wages, -£12k sales income	42,496	-15,369			-7,037	-15,369		
14	962,890	991,232	1,125,387	1,032,627	1,035,460	-2,833		27.96	26.76	-1.20		1,125,387	1,217,368			1,074,073	1,217,368		
15	1,741,680	1,939,772	2,349,565	2,130,067	2,153,115	-23,048		52.83	47.40	-5.43		2,349,565	2,811,124			2,509,665	2,811,124		
<b>Fund Contributions</b>																			
16	39,200	-3,400	130,400									130,400	13,800			22,800	13,800		
17	15,300	11,400	17,000									17,000	17,000			17,000	17,000		
18	138,000	131,500	19,600									19,600	136,200			136,200	136,200		
19	-9,299	-33,533	-133,900									-133,900	210,000			195,000	210,000		
20	1,924,881	2,045,739	2,382,665	2,130,067	2,153,115	-23,048						2,382,665	3,188,124			2,880,685	3,048,512	3,188,124	
21																			
22	17,910																		
23	52,054	26,089																	
24	1,890,737	2,019,650	2,382,665	2,130,067	2,153,115	-23,048						2,382,665	3,188,124			2,880,685	3,048,512	3,188,124	
25	1,890,737	2,019,650	2,382,665	2,130,067	2,153,115	-23,048						2,382,665	3,188,124			2,880,685	3,048,512	3,188,124	



Cash Balances	
	£'s
Money Market Account	222,849
Current Account	731,747
Investments	326,753
<b>Total</b>	<b>1,281,349</b>

**BUDGET MONITORING STATEMENT**

1st April 2023 to 29th February 2024

Ref	Balance 1st Apr 21		Balance 1st Apr 22		Income Apr 23 to Feb 24	Expenditure Apr 23 to Feb 24	Total	Fund Variance Commentary	Forecast Income Mar 24 - Mar 24	Forecast Exp Mar 24 - Mar 24	Contribution from Precept 2023-24	Forecast Actual 2023-24	Variance to Original Budget 2023-24	%	Commentary	Proposed Budget 2024-25		Forecast 2025-26		Forecast 2026-27		
	£s	£s	£s	£s												£s	£s	£s	£s	£s	£s	£s
<b>STATEMENT OF FUNDS</b>																						
3200	General Revenue Balance		226,464	226,464	226,464	226,464			5,250	5,250	-133,900	87,314				195,000	205,000	210,000	210,000			
Ref	Total		226,464	226,464	226,464	226,464			5,250	5,250	-133,900	87,314				195,000	205,000	210,000	210,000			
<b>Finance Committee Revenue Funds</b>																						
3014	CCTV	37,800	-4,655			-4,655			4,825	4,825		34,055										
3021	Community Projects	38,880				38,880																
3024	Bus Shelters	16,667			1,620	18,827					-10,000	8,827										
3025	Website Rewrite TIC																					
3026	CL Receipts	43,238			67,706	110,944																
3040	Community Work																					
3060	Municipal Buildings Internal Works	4,910	4,910		284	4,626						4,626										
3062	Community Events	3,590	-1,292			-1,292																
3063	Community Grants	10,619	12,105			12,105						12,105										
3064	Election Expenses	20,768	11,433		10,593	841					3,500	9,166				12,000	2,000	2,000				
3065	Culture Strategy	12,302	5,923			5,923										10,800	11,800	11,800				
3066	Computers	11,286	16,469		9,321	7,148					3,000	10,148										
Ref	Sub-Total		140,155	143,678	143,678	132,762	82,402		10,772	10,748	-3,500	78,926				22,800	13,800	13,800	13,800			
<b>Others</b>																						
3007	BIKEWORK Scheme																					
3016	Library				1,191	-108	1,191	-108														
3019	Towns Fund Project				17,624	131,891																
3020	Maiahar Project				444,683	106,641	338,042	Funding due?														
3023	Lemon Quay	38,880																				
3080	Heindra Development	7,907	5,984		5,591	2,759						2,759										
3315	Coosebean Meadows																					
Ref	Sub-Total		46,787	5,984	156,690	446,941	131,048	472,584				472,584										
<b>Partnership Funds (ringfenced funds)</b>																						
<b>Suspense Accounts</b>																						
3009	Wild Truro	1,625																				
3310	Trelander Funds	20,527																				
3311	Truro Soup	458																				
3312	Malpas/Rosedale/ Skalepark - Residents Money	1,576																				
3313	Tremorvah Action Group	77																				
3313	Charity Collections	317																				
3313	Maiahar Notice Board	532																				
3313	Misc	295																				
3313	Tregurra Balance	77																				
3313	Bopparad Monies received externally	3,740																				
3313	NYE Fireworks	1,850																				
3313	Tremorvah Action Group	77																				
3316	Mayors Charity	663																				
3317	Youth Council	905																				
3318	Jubilee	2,650																				
3319	Shared Prosperity Fund																					
Ref	Sub-Total		35,292		23,431	3,565	100	26,896				2,221	29,225									
<b>TOTAL REVENUE FUNDS</b>																						
Sub-Total		186,942	184,954	323,799	521,992	263,910	561,882		15,322	12,970	-3,500	580,734				217,800	218,800	223,800	223,800			

BUDGET MONITORING STATEMENT

1st April 2023 to 29th February 2024

Ref	Out turn 2021-2022		Out turn 2022-2023	Balance as at 01-04-2023		Income Apr23 to Feb24		Expenditure Apr23 to Feb24		Total	Fund Variance Commentary	Forecast Income Mar 24 - Mar24	Forecast Exp Mar24 - Mar24	Contribution from Precept 2023-24	Forecast Actual 2023-24	Variance to Original Budget 2023-24	Forecast Contr 2025-26	Forecast Contr 2026-27
	£'s	£'s		£'s	£'s	£'s	£'s	£'s	£'s									
<b>CAPITAL FUNDS</b>																		
<b>Parks Capital Fund</b>																		
3000	13,767	34,271	13,658	34,271	13,658	20,614	13,658	20,614	13,658	20,614	Requires new update on planned programme	35,000	55,614	35,000	55,614	35,000	35,000	35,000
3001	161,402	62,164	20,797	62,164	20,797	41,367	20,797	41,367	20,797	41,367	Requires new update on planned programme	45,000	86,367	45,000	86,367	56,500	56,500	56,500
3002	10,126	4,133	2,748	4,133	2,748	1,385	2,748	1,385	2,748	1,385		1,385	1,385	20,400	20,400	20,400	20,400	
3003	20,029	20,032	6,187	20,032	6,187	1,042	20,032	1,042	20,032	1,042		20,000	5,177	20,000	5,177			
3004	73,256	76,043	7,072	76,043	7,072	89,072	76,043	89,072	76,043	89,072		-20,000	23,166	-20,000	23,166	14,700	14,700	14,700
3005	89,818	7,072	7,072	7,072	7,072	96,532	7,072	96,532	7,072	96,532		-388	-388	-388				
3006	9,399	-4,190	97,392	-4,190	97,392	76,540	97,392	76,540	97,392	76,540	Requires urgent action	-101,582	-101,582	-101,582				
3008	33,600	43,200	217,746	43,200	217,746	76,540	43,200	76,540	43,200	76,540	Requires urgent action	9,600	52,800	9,600	52,800	9,600	9,600	9,600
3015	18,980	41,755	240,200	41,755	240,200	218,807	41,755	218,807	41,755	218,807		63,148	63,148					
<b>Total Parks Capital Fund</b>																		
	430,377	-25,200	553,205	-25,200	553,205	530,393	-25,200	530,393	-25,200	530,393		19,600	17,212	19,600	17,212	136,200	136,200	136,200
<b>Finance Committee Buildings Fund</b>																		
3010	277	277	3,489	277	3,489	3,488	277	3,488	277	3,488		3,175	3,175	17,000	17,000	17,000	17,000	17,000
3011	78,404	-71,053	9,450	-71,053	9,450	9,450	-71,053	9,450	-71,053	9,450		9,450	9,450	17,000	-54,053			
3012	9,450	9,450	8,200	9,450	8,200	8,200	9,450	8,200	9,450	8,200		8,200	8,200					
3013	8,200	8,200	4,656	8,200	4,656	30,533	8,200	30,533	8,200	30,533		123,638	123,638					
3016	271,973	183,048	149,515	183,048	149,515	2,772	183,048	2,772	183,048	123,638		17,000	153,150	17,000	153,150			
3022	138,922	138,922	16,667	138,922	16,667	12,160	138,922	16,667	138,922	138,922		4,507	4,507					
3024	15,840	16,667	43,238	16,667	43,238	31,462	16,667	31,462	16,667	43,238		74,700	74,700					
3026	12,900	43,238	309,997	43,238	309,997	424	43,238	31,462	43,238	74,700		310,422	310,422					
3314	592,149	317,723	604,936	317,723	604,936	45,465	592,149	45,465	592,149	646,194		630,013	630,013	34,000	17,000	17,000	17,000	17,000
<b>Net expenditure on Services</b>																		
	1,127,838	646,194	36,542	646,194	36,542	45,465	596,013	45,465	596,013	646,194		630,013	630,013	34,000	17,000	17,000	17,000	17,000
<b>TOTAL CAPITAL FUNDS</b>																		
	1,558,215	620,994	579,737	620,994	579,737	589,747	593,624	579,737	593,624	647,224		647,224	647,224	53,600	647,224	153,200	153,200	153,200



# TRURO CITY COUNCIL

13-Mar-24

## Management Accounts 2023-24 Period 1st April 2023-29th February 2024

### Overall Summary of Net Revenue Expenditure

Ref	2023-24	2023-24	Variance	2023-24
	Actual to date	Budget to date		Total Estimate
	£	£	£	£
1 Administration & Democratic	591,003	602,772	-11,769	657,072
2 Tourist Information Centre	146,280	145,334	946	155,952
3 Community Work	146,971	149,326	-2,355	163,981
4 Lemon Quay	13,873	13,104	769	21,432
5 Library Service	199,313	207,119	-7,806	225,741
<b>Total Finance &amp; General Purposes</b>	<b>1,097,440</b>	<b>1,117,655</b>	<b>-20,215</b>	<b>1,224,178</b>
6 Allotments	2,018	1,017	1,001	2,377
7 Churchyard	12,596	13,363	-767	20,570
8 Public Cemetery	23,042	20,786	2,256	32,379
9 Parks & Open Spaces	800,877	802,159	-1,282	850,194
10 Public Conveniences	155,622	159,056	-3,434	177,371
11 Coffee Bar: Boscawen park	38,472	39,079	-607	42,496
<b>12 Total Parks &amp; Amenities</b>	<b>1,032,627</b>	<b>1,035,459</b>	<b>-2,833</b>	<b>1,125,387</b>
<b>13 Net Base Expenditure</b>	<b>2,130,067</b>	<b>2,153,114</b>	<b>-23,048</b>	<b>2,349,565</b>
<b>Fund Contributions</b>				
14 Finance Committee Revenue Fund	0	0	0	130,400
15 Finance Committee Buildings Fund	0	0	0	17,000
16 Parks Committee Capital Fund	0	0	0	19,600
<b>18 Net expenditure on Services add</b>	<b>2,130,067</b>	<b>2,153,114</b>	<b>-23,048</b>	<b>2,516,565</b>
19 Inflation Contingency <b>less</b>	0	0	0	0
21 General Revenue Reserve	0	0	0	133,900
	<b>2,130,067</b>	<b>2,153,114</b>	<b>-23,048</b>	<b>2,382,665</b>
<b>22 Revenue Balance Movement</b>				
Contribution from Balance	0	0	0	0
Contribution to Balance	0	0	0	0
<b>23 Precept Amount</b>	<b>2,130,067</b>	<b>2,153,114</b>	<b>-23,048</b>	<b>2,382,665</b>

### Cash Balances

At the end of Feb 2024 the Council held the following cash balances

	£
Money Market Account	222,849
Current Account	731,747
Investments	326,753

**Total** **1,281,349**

# Corporate/Democratic & Planning

Period 1st April 2023-29th Feb 2024

Vote No	Description	2023-24 Actual to date	2023-24 Budget to date	variance	2023-24 Estimate Total
		£	£	£	£
<b>Employees</b>					
5000/5001	Salary & Wage Costs	474,808	491,614	-16,806	536,306
6000	Training/Conferences	4,312	6,835	-2,523	7,456
6001	Travelling	0	92	-92	100
6003	Payroll/Personnel Advice	40,698	35,566	5,132	38,799
<b>Property</b>					
6100	Repair & Maintenance	0	0	0	0
6102	Municipal Buildings Rates	0	0	0	0
6103	Cleaning	0	0	0	0
6104	Furniture & Equipment	0	0	0	0
<b>Supplies &amp; Services</b>					
6300	Gas & Electricity	2,242	3,515	-1,273	3,834
6301	Water	521	458	63	500
6306	Health & Safety	4,389	3,599	790	3,926
6307	Insurance Premiums	5,524	5,568	-44	5,568
6701	Audit Fees	5,440	4,900	540	4,900
6703	Legal Fees	19,501	13,973	5,528	15,243
6709	Advertising	0	136	-136	148
6710	Planning Advice	564	629	-65	686
	Loan costs (Municipal Buildings)	0	0	0	0
<b>Office Costs</b>					
6400	Stationery	1,617	1,633	-16	1,781
6401	Printing	2,818	2,403	415	2,621
6403	Postages	1,548	1,566	-18	1,708
6404	Telephones	1,450	1,530	-80	1,669
6406	Publications	0	46	-46	50
6407	Computer Costs	25,787	27,197	-1,410	27,197
6409	Bank Charges	3,250	3,036	214	3,312
<b>Democratic</b>					
6600	Mayoral Allowance	1,497	1,497	0	4,707
6601	Town Crier & Macebearers Allowances	910	910	0	1,219
6602	Members Expenses	123	262	-139	286
6603	Civic Functions Allowance	4,211	4,125	86	4,125
6702	Subscriptions	4,404	5,069	-665	5,530
6799	Miscellaneous	576	367	209	400
<b>Gross Expenditure</b>		<b>606,190</b>	<b>616,522</b>	<b>-10,332</b>	<b>672,072</b>
<b>Income</b>					
4203	Use of Rooms	0	0	0	0
	Contributions to Salary	0	0	0	0
4401	Interest	15,187	13,750	1,437	15,000
4900	Miscellaneous	0	0	0	0
<b>Gross Income</b>		<b>15,187</b>	<b>13,750</b>	<b>1,437</b>	<b>15,000</b>
<b>Net Expenditure</b>		<b>591,003</b>	<b>602,772</b>	<b>-11,769</b>	<b>657,072</b>

# Tourist Information Centre

Period 1st April 2023-29th Feb 2024

Vote No	Description	2023-24 Actual to Date	2023-24 Budget to Date	Variance	2023-24 Estimate Approved
		£	£	£	£
<b>Information Centre</b>					
<b>Employees</b>					
5000/5001	Salary Costs	90,254	89,774	480	97,935
6000	Training	0	250	-250	273
6002	Clothing	0	0	0	0
<b>Premises Costs</b>					
6100	Repairs & Maintenance	1,961	1,650	311	1,800
6101	Rent	35,953	36,000	-47	36,600
6102	Rates	15,015	15,015	0	16,335
6103	Cleaning	4,571	4,559	12	4,973
6104	Furniture & Equipment	4	221	-217	241
6300/6301	Power & Water	1,776	2,481	-705	2,707
<b>Office Costs</b>					
6307	Insurance	2,638	2,638	0	2,638
6400	Stationery	887	1,239	-352	1,352
6401	Printing	990	939	51	1,024
6403	Postages	14	278	-264	303
6404	Telephones	2,654	2,769	-115	3,021
6407	Computer Costs	1,717	1,971	-254	2,150
6409	Card charges	2,289	2,864	-575	3,124
<b>Purchase of Sale Items</b>					
6802/6501	Tickets / Accom Register	6,563	4,586	1,977	5,003
6502	All other sale items	48,183	45,970	2,213	50,149
<b>Miscellaneous</b>					
6799	Miscellaneous	21	226	-205	246
<b>Gross Expenditure</b>		<b>215,490</b>	<b>213,429</b>	<b>2,061</b>	<b>229,874</b>
<b>Income</b>					
4003	Sales	77,861	78,233	-372	85,345
4001	Tickets	7,375	4,907	2,468	5,353
4201	Rents	8,800	8,800	0	9,600
	Premises recharge	0	0	0	0
4007	Contract Work	10,875	10,875	0	11,500
4100/4107	Registration/Inspections	20	221	-201	241
<b>Gross Income</b>		<b>104,931</b>	<b>103,036</b>	<b>1,895</b>	<b>112,039</b>
<b>Info. Centre Net Expenditure</b>		<b>110,559</b>	<b>110,393</b>	<b>166</b>	<b>117,835</b>

## Digital Communications

5000/5001	Salary Costs	25,910	24,087	1,823	26,277
6000	Training	0	0	0	0
	Premises Recharge	0	0	0	0
6801	Publicity	9,811	10,853	-1,042	11,840
6722	Events	0	0	0	0
6407	Computer Costs	0	0	0	0
		<b>35,721</b>	<b>34,941</b>	<b>780</b>	<b>38,117</b>
<b>Income</b>					
4202	Income from Events	0	0	0	0
4105	Truro Guide	0	0	0	0
<b>Gross Income</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Digital Comms. Net Expenditure</b>		<b>35,721</b>	<b>34,941</b>	<b>780</b>	<b>38,117</b>

# Community Work

Period 1st April 2023-29th Feb 2024

Vote No	Description	2023-24 Actual to date	2023-24 Budget to date	Variance	2023-24 Estimate Total
		£	£	£	£
<b>Employees</b>					
5000	Salary & Wage Costs	44712	45604	-892	49750
6000	Training/Conferences	0	103	-103	112
6001	Travelling	0	61	-61	66
<b>Supplies &amp; Services</b>					
6304	Grant Advice	0	0	0	839
6305	Xmas Tree	55	122	-67	122
6307	Insurance	616	616	0	616
6308	Public Space CCTV	36,065	36065	0	37900
6407	Computer Costs	550	550	0	600
<b>Grants &amp; Donation</b>					
6712	Citizens Advice Bureau	5,477	5477	0	5477
6714	Twinning Associations	1,076	1076	0	1076
6716	Street Pastors	4,800	4800	0	4800
6717/6718	Cornwall Music Festival	2,000	2000	0	2120
6719	Young People Cornwall	18,750	18750	0	25000
6721	Community Grants	8,806	8306	500	9596
6722	Social Prescribing	2,563	4217	-1654	4600
6799	Miscellaneous	121	220	-99	240
6724	Contribution to ASB Officer	25,120	25100	20	25100
		150,711	153,066	-2355	168,015
<b>Gross Expenditure</b>					
<b>Income</b>					
4200/4201	Rents from buildings	3,740	3,740	0	4,034
	<b>Gross Income</b>	<b>3,740</b>	<b>3,740</b>	<b>0</b>	<b>4,034</b>
	<b>Net Expenditure</b>	<b>146,971</b>	<b>149,326</b>	<b>-2,355</b>	<b>163,981</b>

# Library

Period 1st April 2023-29th Feb 2024

Vote No	Description	2023-24 Actual to date	2023-24 Budget to date	Variance	2023-24 Estimate Total
		£	£	£	£
<b>Employees</b>					
5000	Salary & Wage Costs	168,657	167,871	786	183,132
6002	Protective Clothing	0	0	0	0
<b>Premises</b>					
6100	Repair & Maintenance	3,982	3,282	700	3,580
6102	Rates	21,027	21,984	-957	23,982
6103	Cleaning	21,400	20,332	1,068	22,180
6104	Waste Collection	3,020	2,686	334	2,930
<b>Supplies &amp; Services</b>					
6300	Gas & Electricity	23,486	30,250	-6,764	33,000
6301	Water	1,960	2,750	-790	3,000
6303	Equipment & Materials	518	680	-162	742
6307	Insurance	2,275	2,275	0	2,275
6404	Telephones	163	145	18	158
6407	Computer Costs	39	119	-80	130
6704	Community Events	53	458	-405	500
<b>Gross Expenditure</b>		<b>246,580</b>	<b>252,831</b>	<b>-6,251</b>	<b>275,609</b>
<b>Income</b>					
4201	Rent	34,044	33,979	65	37,068
4200	Room Lettings	7,164	5,775	1,389	6,300
4202	Fees & Charges	6,059	5,958	101	6,500
<b>Gross Income</b>		<b>47,267</b>	<b>45,712</b>	<b>1,555</b>	<b>49,868</b>
<b>Net Expenditure</b>		<b>199,313</b>	<b>207,119</b>	<b>-7,806</b>	<b>225,741</b>

# Lemon Quay

Period 1st April 2023-29th Feb 2024

Vote No	Description	2023-24 Actual to date	2023-24 Budget to date	Variance	2023-24 Estimate Total
		£	£	£	£
	<b>Employees</b>				
5000/5001	Salary & Wage Costs	30,559	29,901	658	32,619
	<b>Premises</b>				
6100	Repair & Maintenance	235	1,010	-775	1,102
6103	Cleaning & Waste Management	22,700	22,700	0	22,700
	<b>Supplies &amp; Services</b>				
6300	Gas & Electricity	800	609	191	664
6301	Water	146	330	-184	360
6307	Insurance	754	754	0	754
6407	Computer Costs	1,000	1,000	0	1,000
6704	Event Costs	0	0	0	5,600
6720	Community Events	12,397	9,525	2,872	10,391
6799	Miscellaneous	1,557	275	1,282	300
	<b>Gross Expenditure</b>	<b>70,148</b>	<b>66,104</b>	<b>4,044</b>	<b>75,492</b>
	<b>Income</b>				
4201	Rental from Leases	0	0	0	0
4200	Event Rentals	56,275	53,000	3,275	54,060
	<b>Gross Income</b>	<b>56,275</b>	<b>53,000</b>	<b>3,275</b>	<b>54,060</b>
	<b>Net Expenditure</b>	<b>13,873</b>	<b>13,104</b>	<b>769</b>	<b>21,432</b>

# Allotments

Period 1st April 2023-29th Feb 2024

Vote No	Description	2023-24 Actual to date	2023-24 Budget to date	Variance	2023-24 Estimate Total
		£	£	£	£
	<b>Employees</b>				
5000/5001	Wages Costs	3457	3566	-109	3890
	<b>Premises</b>				
6100	Repair & Maintenance	0	0	0	976
6110	Allotment Development	0	0	0	0
6301	Water	1808	651	1157	710
	<b>Gross Expenditure</b>	<b>5265</b>	<b>4217</b>	<b>1048</b>	<b>5577</b>
	<b>Income</b>				
4201	Allotments	3247	3200	47	3200
	<b>Gross Income</b>	<b>3247</b>	<b>3200</b>	<b>47</b>	<b>3200</b>
	<b>Net Expenditure</b>	<b>2018</b>	<b>1017</b>	<b>1001</b>	<b>2377</b>

# Kenwyn Churchyard

Period 1st April 2023-29th Feb 2024

Vote No	Description	2023-24 Actual to date	2023-24 Budget to date	Variance	2023-24 Estimate Total
		£	£	£	£
	<b>Employees</b>				
5000/5001	Wages Costs	13832	14262	-430	15559
	<b>Premises</b>				
6100	Repair & Maintenance	41	41	0	2685
	<b>Transport</b>				
6200	Fuel & Oil	0	0	0	2054
	<b>Supplies &amp; Services</b>				
6303	Equipment & Materials	0	0	0	1298
	<b>Gross Expenditure</b>	<b>13873</b>	<b>14303</b>	<b>-430</b>	<b>21596</b>
	<b>Income</b>				
4007	Contract Work	1277	941	337	1026
	<b>Gross Income</b>	<b>1277</b>	<b>941</b>	<b>337</b>	<b>1026</b>
	<b>Net Expenditure</b>	<b>12596</b>	<b>13363</b>	<b>-767</b>	<b>20570</b>

# Public Cemetery

Period 1st April 2023-29th Feb 2024

Vote No	Description	2023-24 Actual to date	2023-24 Budget to date	Variance	2023-24 Estimate Total
		£	£	£	£
	<b>Employees</b>				
5000/5001	Wages Costs	34579	35657	-1078	38898
	<b>Premises</b>				
6100	Repair & Maintenance	694	581	113	1953
6102	Rates	5115	5157	-42	5626
	<b>Transport</b>				
6200	Petrol & Oil	0	0	0	4108
6201	Repair & Maintenance	0	0	0	1384
6202	Hired Plant	0	0	0	1593
	<b>Supplies &amp; Services</b>				
6300	Gas & Electric	80	73	7	80
6301	Water	312	293	19	320
6303	Equipment & materials	206	206	0	1525
	<b>Establishment Expenses</b>				
6404	Telephones	302	275	27	300
	<b>Gross Expenditure</b>	<b>41288</b>	<b>42242</b>	<b>-954</b>	<b>55786</b>
	<b>Income</b>				
4104	Burial Fees & Charges	18246	21456	-3210	23407
	<b>Gross Income</b>	<b>18246</b>	<b>21456</b>	<b>-3210</b>	<b>23407</b>
	<b>Net Expenditure</b>	<b>23042</b>	<b>20786</b>	<b>2256</b>	<b>32379</b>

# Parks & Open Spaces

Period 1st April 2023-29th Feb 2024

Vote No	Description	2023-24 Actual to date	2023-24 Budget to date	Variance	2023-24 Estimate Total
		£	£	£	£
<b>Employees</b>					
5000/5001	Wages Costs	648660	659643	-10983	719610
6000	Training	9234	13970	-4736	15240
6001	Travelling	0	63	-63	69
6002	Protective Clothing	6503	5899	604	6435
<b>Premises</b>					
6007	Contract Work	0	0	0	0
6100	Repair & Maintenance	43142	39606	3537	43206
6101	Rent	1445	1279	166	1395
6102	Local Authority Rates	1085	1085	0	1085
6105	Play Equipment Repairs	0	1861	-1861	2030
6106	Seats, Gates ,Fencing	194	1104	-910	1325
6107	Gritting	0	0	0	0
6109	Idless Nursery	15165	15166	-1	15166
<b>Transport</b>					
6200	Petrol & Oil	21578	15272	6306	16660
6201	Repair & Maintenance	24382	14592	9790	15919
6202	Hired Plant & Equipment	4010	1460	2550	1593
6203	Licences	2257	2278	-21	2485
<b>Supplies &amp; Services</b>					
6300	Gas & Electricity	19876	15068	4808	16438
6301	Water	4056	4968	-912	5420
6302	Plants & Seeds	18104	16193	1911	16193
6303	Equipment & Materials	22922	27149	-4227	29617
6306	Health & Safety	5559	7864	-2305	8579
6307	Insurance	9404	9404	0	9404
6404	Telephones	548	571	-23	623
6407	Computer Costs	1622	1780	-158	1942
6409	Commission -Tennis	0	0	0	536
6708	Loan repayments Tennis	22441	22441	0	25441
6705	Summer Activities	5062	5630	-568	6142
6706	Gardens Competition	729	733	-4	733
6707	Britain in Bloom	4094	6014	-1920	6014
6709	Advertising	0	82	-82	98
6799	Miscellaneous	35	90	-55	108
<b>Gross Expenditure</b>		<b>892107</b>	<b>891265</b>	<b>842</b>	<b>969505</b>
<b>Income</b>					
4005 / 4006	Floral Displays	20202	19000	1202	19000
4007	Contract Work	24372	26348	-1976	28743
4008	County Council Agency	7577	7577	0	7577
4101	Use of Pitches	5458	4402	1056	4802
4102	Tennis	18458	19070	-612	20804
4103	Trading Rights	7270	7270	0	7270
4200	Site Rentals	5793	3623	2170	3952
4008	Sponsorship	2100	1667	433	2000
4900	Miscellaneous	0	149	-149	163
4009	S106 Contribution	0	0	0	25000
<b>Gross Income</b>		<b>91230</b>	<b>89106</b>	<b>2124</b>	<b>119311</b>
<b>Net Expenditure</b>		<b>800877</b>	<b>802159</b>	<b>-1282</b>	<b>850194</b>

# Coffee Bar : Boscawen park

Period 1st April 2023-29th Feb 2024

Vote No	Description	Feb Actual	Feb Budget	Variance	2023-24 Actual to date	2023-24 Budget to date	Variance	2023-24 Estimate Total
		£	£	£	£	£	£	£
<b>Expenditure</b>								
5000	Gross Pay Costs	9,414	9,518	-104	116,059	104,696	11,363	114,214
6004	Purchases of Sale Items	5,206	5,558	-352	67,396	61,134	6,262	66,692
6100	Repairs & Maintenance	320	351	-31	3,842	3,860	-18	4,211
6102	Local Authority Rates	565	565	0	2,084	6,211	-4,127	6,776
6103	Cleaning Materials	301	207	94	2,374	2,279	95	2,486
6300	Electricity	216	236	-20	2,594	2,594	0	2,830
6301	Water Charges	97	106	-9	1,161	1,161	0	1,267
6303	Equipment & Materials	132	93	39	2,370	1,022	1,348	1,115
6307	Insurance	125	125	0	1,499	1,498	1	1,498
6404	Telephones	52	54	-2	619	594	25	648
6407	Computer costs	76	71	5	628	782	-154	853
6409	Card charges	111	109	2	1,334	1,200	134	1,309
	<b>Gross Expenditure</b>	<b>16,614</b>	<b>16,992</b>	<b>-377</b>	<b>201,961</b>	<b>187,032</b>	<b>14,928</b>	<b>203,900</b>
<b>Income</b>								
4004	Sales	16,749	13,450	3,299	163,489	147,954	15,535	161,404
	<b>Gross Income</b>	<b>16,749</b>	<b>13,450</b>	<b>3,299</b>	<b>163,489</b>	<b>147,954</b>	<b>15,535</b>	<b>161,404</b>
	<b>Net Expenditure</b>	<b>-135</b>	<b>3,541</b>	<b>-3,676</b>	<b>38,472</b>	<b>39,079</b>	<b>-607</b>	<b>42,496</b>

The highlighted cells relate to averaged expenditure not the actual for Feb. These are calculated as 1/12ths of 2023-24 Actuals to date. The rates 6102 are based on the estimate for the year. The new rates have not been set by VOA yet.

# Public Conveniences

Period 1st April 2023-29th Feb 2024

Vote No	Description	2023-24 Actual to date	2023-24 Budget to date	Variance	2023-24 Estimate Total
		£	£	£	£
<b>Employees</b>					
5000/5001	Salary & Wage Costs	86,892	86,380	512	94,233
6000	Training	0	226	-226	247
6002	Protective Clothing	56	536	-480	585
<b>Premises</b>					
6100	Repair & Maintenance	8,084	9,724	-1,640	10,608
6103	Cleaning Materials	23,877	26,340	-2,463	28,735
<b>Transport</b>					
6200	Fuel	0	0	0	704
6201	Repair & Maintenance	310	310	0	657
6203	Licences	323	326	-3	326
<b>Supplies &amp; Services</b>					
6300	Gas & Electricity	5,525	4,649	876	5,072
6301	Water	21,404	20,304	1,100	22,150
6306	Health & Safety	7,214	8,117	-903	8,855
6307	Insurance Premiums	1,258	1,258	0	1,258
<b>Office Costs</b>					
6405	Telephones	75	181	-106	197
<b>Miscellaneous</b>					
6708	Loan Charges	3,029	3,029	0	6,060
6799	Miscellaneous	0	100	-100	109
<b>Gross Expenditure</b>		<b>158,047</b>	<b>161,481</b>	<b>-3,434</b>	<b>179,796</b>
<b>Income</b>					
4007	Contract Work	2,425	2,425	0	2,425
<b>Gross Income</b>		<b>2,425</b>	<b>2,425</b>	<b>0</b>	<b>2,425</b>
<b>Net Expenditure</b>		<b>155,622</b>	<b>159,056</b>	<b>-3,434</b>	<b>177,371</b>

## Statement of Funds

as at 1st April 2023

### REVENUE BALANCE

Balance as at 1st April 2023

add

Contribution from Precept 2023-24

less

Code 3200

£

226,463.85

0.00

**Balance**

**226,463.85**

### PARKS CAPITAL FUND

#### Parks Plant Renewals Fund

Balance as at 1st April 2023

add

Contribution from Precept 2023-24

Internal transfer of funds

**Interest**

**Sales**

Code 3000

34,271.43

0.00

35,000.00

0.00

69,271.43

#### Expenditure

WK64 WTG

Chainsaw

Scrubber

Blower

Strimmers

Blower

8995.00

722.80

1509.00

470.85

1440.00

520.00

**Balance**

13,657.65

**55,613.78**

#### Parks Capital Maintenance Funds

Code 3001

Balance as at 1st April 2023

add

Contribution from Precept 2023-24

Internal transfer of funds

**Income**

Truro Comm Prop Trust - fences inv 3590

62,164.00

0.00

45,000.00

3,400.00

110,564.00

less

#### Expenditure

April

May

Aug

Sept

Oct

Nov

Jan

3976.00

1717.50

13827.73

825.00

2125.50

390.00

1335.00

**Balance**

24,196.73



**Parks Play Equipment Fund**

Code 3002

Balance as at 1st April 2023		4,133.29
add		
Contribution from Precept 2023-24		0.00
Income		0.00

---

 4,133.29
**Expenditure**

Zip wire service	2028.00	
Springer Whale	720.00	
		2,748.00

**Balance**


---

**1,385.29**


---

**Victoria Gardens & Cemetery Lodges**

Code 3003

Balance as at 1st April 2023		20,032.10
less internal transfer of funds	20000.00	
add		
Rent Receipts Victoria Gardens		2,895.09
Rent Receipts Cemetery		3,292.30
Interest		0.00
less		
<b>Expenditure</b>		<b>6,219.49</b>
Shower VG	340.90	
Boiler CEM	85.00	
Chimney	58.33	
VG Lodge asbestos	350.00	
Alarm CEM	65.00	
Boiler service	58.18	
Boiler repair VG	85.00	

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 1,042.41

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**5,177.08**


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**Allotment Development Fund**

Code 3004

Balance as at 1st April 2023		76,043.00
add		
Contribution from Precept 2023-24		0.00
less		
Internal transfer of funds	50000.00	
<b>Expenditure</b>		
Treffry design	1489.50	
Treffry design	1388.00	
		2,877.50
		<b>23,165.50</b>

**Resurfacing**

Code 3005

Balance as at 1st April 2023		7,071.75
add		
Contribution from Precept 2023-24		0.00
<b>Income</b>		0.00
Less		
<b>Expenditure</b>		
Comprigney Hill	7460.00	
		<u>7,460.00</u>
		<u><b>-388.25</b></u>

**Nursery Development Fund**

Code 3006

Balance as at 1st April 2023		-4,189.52
add		
Contribution from Precept 2023-24		0.00
Transfer from Capital maintenance Fund 3001		0.00
less		
<b>Expenditure</b>		
Idless Nursery		
April	1858.01	
May	7978.71	
June	51187.77	
July	10276.56	
Aug		
Sept	4160.79	
Oct	19730.84	
Nov		
Dec		
Jan	2199.49	
Feb		
March		
		<u>97,392.17</u>
		<u><b>-101,581.69</b></u>

**Public Conveniences Redevelopment**

code 3017

Balance as at 1st April 2023		41,755.06
add		
Contribution from Precept 2023-24		0.00
Towns Fund Income received		167,453.78
CIL for changing places toilet		20,000.00
less		
<b>Expenditure</b>		
April	1800.00	
May	2545.00	
June	3700.00	
July	450.00	
Sept	900.00	
Oct	2190.00	
Nov	24638.22	
Dec	70426.57	
Jan	3970.00	
Feb	55441.38	
		<u>166,061.17</u>
		<u><b>63,147.67</b></u>

**Tennis Development Costs**

3008

Balance as at 1st April 2023		-309,680.88
Contribution from Precept 2023-24		0.00
S106		126803.03
CIL		90942.99
		0.00
Costs		
April	3524.21	
May	5099.91	
June	4460.38	
July	11799.15	
Aug	37648.46	
Sept		
Oct	150.00	
Nov		
Dec	220.37	
Jan		
Feb		
		<u>13637.27</u>
		<u>76539.75</u>
		<u><b>-168474.61</b></u>

**Tennis Court Refurbishment**

3015

Balance as at 1st April 2023		43,200.00
Contribution from Precept 2023-24		9,600.00

<b>0.00</b>
<b>52,800.00</b>

**Parks Capital Fund Total**

**17,212.04**

**FINANCE COMMITTEE BUILDINGS FUND**

Balance as at 1st April 2023	235,034.06
add	
Contribution from Precept 2023-24	17,000.00
Less	
Expenditure	28,652.88

**Finance Capital Fund Total**

**223,381.18**

**Project details**

		Available	Net	Balance
		Budget	Expenditure	
		£	£	
Municipal Buildings External Repairs (code 3022)	Brought forward £138922.29	138,922.29	2772.24	<b>136,150.05</b>
Zebs Building - Provision for repairs ( code 3012)	Brought forward £9450	9,450.00	0.00	<b>9,450.00</b>
Truro Library (code 3016)	Brought forward £149515.25	149,515.25	25880.64	<b>123,634.61</b>
TTC 30 Boscawen St (code 3011)	Brought forward -£71053.48 + £17000 In 2023-24	-54,053.48	0.00	<b>-54,053.48</b>
Carrick Sports Hall (code 3013)	Brought forward £8200	8,200.00	0.00	<b>8,200.00</b>
		<b>252,034.06</b>	<b>28652.88</b>	<b>223,381.18</b>

## FINANCE COMMITTEE REVENUE FUNDS

Balance as at 1st April 2023	143,678.41
add	
Contribution from Precept 2023-24	-3,500.00
Balance from revenue	0.00
Transfer from revenue	0.00
Interest	0.00
Less	
Expenditure	133,301.07

### Finance Revenue Fund Total

**6,877.34**

### Project Details

	Available Budget	Net Expenditure	Balance
	£	£	£
Brought Forward £0.00	0.00	0.00	0.00
Municipal Buildings Internal Works (code 3060)	4,910.29	284.46	4,625.83
Community Events (code 3062)	-1,291.92	0.00	-1,291.92
Community Grants (code 3063)	12,104.88	0.00	12,104.88
Election Expenses (code 3064)	14,933.46 + £3500 in 2023-24	10592.52	4,340.94
Culture Strategy (code 3065)	5,923.33	0.00	5,923.33
Computers (code 3066)	19,469.15 + £3000 in 2023-24	9321.10	10,148.05
Community Projects (code 3021)	38,879.81	0.00	38,879.81
Bus shelters (code 3024)	6,666.51 - £10000 internal transfer	2160.00	4,506.51
CCTV (code 3014)	-4,655.26	0.00	-4,655.26
Website rewrite TIC (3025)	0.00	0.00	0.00
CIL Receipts (3026)	110,942.99	110942.99	0.00
	<b>207,883.24</b>	<b>133,301.07</b>	<b>74,582.17</b>

### Hendra Development

code 3080

Balance as at 1st April 2023	5,983.87
add	
Contribution from Precept 2023-24	0.00

### Income

Rent	2366.67
Rent	
	<b>2,366.67</b>

### less Expenditure

Rates Apr	551.47
Rates May	550.00
Rates June	550.00
Rates July	550.00
Rates Aug	550.00
Rates Sept	550.00
Rates Oct	550.00
Rates Nov	550.00
Rates Dec	550.00
Rates Jan	550.00
HDA light	90.00
	<b>5,591.47</b>

**Balance 2,759.07**

**FINANCE CAPITAL FUND**

**Project details**

**Municipal Buildings External Repairs**

3022

**£  
Actual**

**Expenditure**

Richard Lander Monument

840.00

Broken window TIC

1,677.62

Sundries

17.61

Malpas store lights

237.01

**2772.24**

**Income**

**0.00**

**2772.24**

**Bus Shelters**

code 3024

**Income**

2,160.00

**Expenditure**

**2,160.00**

**s106 Monies**

code 3314

**C/FWD**

**309,997.35**

income

Refund fees Beechwood Park

424.23

Tregurra gym equip-Cwl Housing

3,376.00

**3,800.23**

less expenditure

**0.00**

**Balance**

**313,797.58**

**CIL**

3026

110942.99

Allocated to Changing Places Toilet 3017

20,000

Allocated to Pavillion 3008

90,942.99

**0**


**FINANCE COMMITTEE REVENUE FUNDS**

**Project Details**

**Actual  
£**

<b>Municipal Buildings Internal Works</b>	3060	
<b>Income</b>		
<b>Expenses</b>		
Malpas Stores Fire Alarm		284.46
		<b>284.46</b>
<b>Community Events Expenditure</b>	3062	
		<b>0.00</b>
<b>Election Expenses</b>	3064	
Moresk		10592.52
		<b>10,592.52</b>
<b>Community Project INCOME</b>	3021/3040	
<b>Expenditure</b>		<u><u>0.00</u></u>
<b>Culture Stategy Income</b>	3065	
<b>Expenditure</b>		0.00
		<b>0.00</b>
		<u><u>0.00</u></u>
<b>Computers Income</b>	3066	
<b>Expenditure</b>		
Prepayments at y/e		8,450.00
June		477.00
July		6.65
Aug		232.75
Feb		154.70
		<u><u>9,321.10</u></u>

INTERNAL AUDIT RESPONSE RECORD - TRURO CITY COUNCIL

No	Recommendation	Management Response	Timescale / Responsibility	Follow up (Auditor use)
<b>INTERIM REPORT 2023/24</b>				
1	<p>i. Grant and S106 Funding Agreements are expedited.</p> <p>ii. Where an EMR remains in deficit, transfers between funds will be required.</p>	<p>i. Obtaining documentation has been issue, but wherever possible grant funding has been pursued and chased accordingly. Further funding is awaited from Cornwall Council, which has been outstanding for a while.</p> <p>ii. As part of the budget setting process a statement of funds was produced and presented to Committee. Additionally, a proposal was included identifying funds not being used anymore, those with a deficit against them and where possible to reduce the overspends to zero. Thus, with a view to tidying them up.</p>		
2	<p>i. A review of all EMR's is undertaken to establish whether they are still required.</p> <p>ii. For those that remain a medium-term spending plan should be put in place with annual budgets for each reserve, along with estimates of any contributions from the General Reserve.</p>	<p>i. This exercise was undertaken as part of 1.ii. Above. A further review is planned with the new Deputy Clerk / RFO in due course. Part of this review will include the principle of how Fund codes have been used in the past, with a proposal to change from the new financial year and use Revenue codes, funded by monies in Reserves.</p> <p>ii. A Budget Monitoring Statement has been created in order to report all Reserve codes to respective Committees. Awaiting approval to submit to Committees. This will include projections on when funds might be used.</p>		
3	<p>i. The policy on the size of the general reserve relative to either Net Revenue Expenditure or Gross Expenditure is reviewed.</p>	<p>i. This issue was comprehensively addressed as part of the Interim RFO budget report. Subsequently, Members were briefed on the significance of the issue. A three year plan was approved to ensure the Council starts to increase the General Reserve to a more acceptable level as suggested by NALC (Practitioners Guide Mar 23).</p>		

No	Recommendation	Management Response	Timescale / Responsibility	Follow up (Auditor use)
<p><b>INTERIM REPORT 2023/24</b></p> <p><b>2022/23 FINAL REPORT</b></p>				
1	<p>i. Agreements should be put in place for all contracted works carried out by the Council.</p>	<p>i. The agreements have been reviewed for Lemon Quay and the Library, to ensure it is clear when the new fees and charges become payable. A master list is also being created to document other key contracted work for the Council. This has been complicated by the absence of the previous Town Clerk and access to relevant files.</p>		
<p><b>2020/21 FINAL REPORT</b></p>				
1	<p>i. Allotment Tenancy Agreements for all sites should be reviewed to ensure they all reflect the current charging arrangements.greements should be put in place for all contracted works carried out by the Council.</p>	<p>i. As allotment plots change tenancy, the agreements are reviewed individually, in accordance with the current arrangement.</p>		<p>Include in 2023/24 year-end testing.</p>

No	Recommendation	Management Response	Timescale / Responsibility	Follow up (Auditor use)
<b>INTERIM REPORT 2023/24</b>				
<b>2022/23 FINAL REPORT</b>				
1	i. Agreements should be put in place for all contracted works carried out by the Council.	i. The agreements have been reviewed for Lemon Quay and the library, to ensure it is clear when the new fees and charges become payable.		
<b>2020/21 FINAL REPORT</b>				
1	i. Allotment Tenancy Agreements for all sites should be reviewed to ensure they all reflect the current charging arrangements. agreements should be put in place for all contracted works carried out by the Council.	i. As allotment plots change tenancy, the agreements are reviewed individually, in accordance with the current arrangement.		Include in 2023/24 year-end testing.



**IDLESS NURSERY PROJECT - 3006**

From	To	Dr £	Cr £	Total £	Notes
1st April 2017	31st March 2018	25,493.79	47,522.78	22,028.99	Cr
1st April 2018	31st March 2019	9,252.94	16,085.67	6,832.73	Cr
1st April 2019	31st March 2020	183,188.90	16,974.00	-166,214.90	Dr
1st April 2020	31st March 2021	197,715.94	378,431.02	180,715.08	Cr Introduction of £320,000 PWLB loan
1st April 2021	31st March 2022	81,245.60	37,883.70	-43,361.90	Dr
1st April 2022	31st March 2023	62,117.32	57,927.80	-4,189.52	Dr
1st April 2023	31st March 2024	108,508.41	11,116.24	-97,392.17	Dr
1st April 2024	31st March 2025			0.00	
Balance		667,522.90	565,941.21	-101,581.69	

D



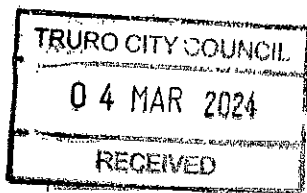
19

**TENNIS DEVELOPMENT 3008**

From	To	Dr £	Cr £	Total £	Notes
1st April 2017	31st March 2018	350.00	350.00	0.00	
1st April 2018	31st March 2019	162,805.46	99,939.00	-62,866.46	Cr LTA Contributions £37,764 and £60,000
1st April 2019	31st March 2020	14,008.00	253,412.15	239,404.15	Dr PWLB Loan £250,412.15
1st April 2020	31st March 2021	35,290.87	0.00	-35,290.87	Cr
1st April 2021	31st March 2022	133,145.43	1,297.92	-131,847.51	Dr
1st April 2022	31st March 2023	512,364.19	193,284.00	-319,080.19	Dr Sport England contr £47,500
1st April 2023	31st March 2024	78,480.63	219,686.90	141,206.27	
1st April 2024	31st March 2025			0.00	
Balance		<b>936,444.58</b>	<b>767,969.97</b>	<b>-168,474.61</b>	



3

**F**

Public Trust Charitable Services  
SAP Tower Level 16, 151 Queen Street, Auckland CBD  
Private Bag 5902, Wellington 6140, New Zealand  
Telephone 0800 371 471  
Website www.publictrust.co.nz

15 February 2024

Reference: CLI00003378

The Town Clerk  
Truro City Council  
Municipal Buildings  
Boscawen Street  
Truro Cornwall TR1 2LN  
ENGLAND

info@truro.gov.uk

Dear Secretary

### **James Trewin Charitable Trust**

The James Trewin Charitable Trust was established by the late James Trewin following his death on 11<sup>th</sup> March 1930. Income is distributed two-thirds to the Mayor of the City of Truro and the balance of one third to the Vicar for the time being of the Parish of St. Stithians, the purpose of the funds being for the relief of the indigent poor.

Attached is a copy of the Will of the late James Trewin dated 10<sup>th</sup> April 1930.

### **The Future of the Trust**

Public Trust has been administering the Trust as the sole trustee.

There is now approximately \$29,000 NZD of capital held on trust by us, and after taking into account the ongoing administrative costs, the available income generated and paid to the named beneficiaries, it is a relatively modest amount.

Costs are likely to rise in the future which may result in the Trust becoming unsustainable, and impact further on the amount of income you receive.

Public Trust has been looking at ways to ensure you continue to receive the maximum benefit from the Trust and as a result we propose to pay the net balance of the available capital to you on your written undertaking to hold the funds for the purpose of the Trust.

If you are willing to hold the capital your share being approximately \$19,000.00 NZD (approximately £9,100 GBP) (2/3 share) on trust for the above-mentioned purpose (or for purposes as close as possible) and apply the funds, accordingly, then please sign and return the consent and indemnity form attached to this letter.

Please supply a deposit slip with your bank account details for payment. You can return the acknowledgement form and bank deposit slip via email or the post.

If you have any questions, please don't hesitate to contact us.

Yours sincerely,

Rebecca Mihi  
Senior Trustee – Charities  
(Direct Line) +64 09 985 5355  
0800 371 471  
Rebecca.mihu@publictrust.co.nz

**CONSENT AND INDEMNITY**

Public Trust  
Private Bag 5902  
Wellington 6140  
New Zealand

Attention: Charitable Services

Reference: CLI00003378

**Re: James Trewin Charitable Trust**

The Truro City Council undertakes to hold their share of the capital currently held by Public Trust ("the Trustee") for the purpose of the funds being utilised towards the relief of the indigent poor.

The Beneficiary agrees with the Trustee to indemnify the Trustee against all actions, claims, damages, costs and losses which the Trustee may incur or be liable for as a result of acting in accordance with terms set out in its letter dated 1<sup>st</sup> February 2024.

The Truro City Council requests that the funds be paid to the account nominated below as per the attached bank deposit slip.

SIGNED BY AUTHORISED SIGNATORIES FOR:  
The Truro City Council

PRINT FULL NAME:

SIGNATURE:

.....  
.....  
.....  
.....

DATE: .....

\_\_\_\_\_

**Bank Account Name:** .....

**Bank:** ..... **Branch:** .....

**Bank Account Number:** -----

**Note:**

Please return this consent together with your bank deposit slip in the post, alternatively you can scan and send this information via email to [funding@publictrust.co.nz](mailto:funding@publictrust.co.nz)



THIS IS THE LAST WILL AND TESTAMENT of me JAMES TREVIN of Feilding in the Provincial District of Wellington in the Dominion of New Zealand, Gentleman.

1. I REVOKE all Wills and testamentary dispositions at any time heretofore executed by me AND I APPOINT THE PUBLIC TRUSTEE of the said Dominion (hereinafter referred to as "my Trustee") to be the executor and trustee of this my Will.

2. I DIRECT my trustee irrespective of where I may die to have my remains interred in the Public Cemetery of the Town of Feilding in the same vault as are interred the remains of my late son William James Benjamin Trevin AND I FURTHER DIRECT my trustee to entrust all the work in connection with the interment of my remains to the firm of Alfred Tade, Undertakers of Feilding AND I FURTHER DIRECT that my funeral shall be private and conducted and carried out in a fitting and respectable manner and that there shall be no advertisement of my funeral.

3. I DIRECT that on my death the remains of my said son William James Benjamin Trevin shall be enclosed in a bricked in space within the vault in which the remains of my said son are at present interred and that the whole of such bricked in space be then completely cemented up AND I FURTHER DIRECT that on my interment my remains shall be enclosed similarly in a bricked in space in the said vault such space to be then cemented up as aforesaid and that on the decease of my wife her remains shall be enclosed in a similar bricked in space in the said vault such space to be also then cemented up as aforesaid AND I FURTHER DIRECT that the work of opening the said vault and enclosing the remains of myself my wife and my son therein as herein directed shall be entrusted by my trustee to Mr E.J. Jones, Monumental Mason of Feilding and further that during the said work the remains of my son at present interred in the said vault shall be draped with the Union Jack.

4. I DIRECT that upon the decease of my wife ELIZABETH

THAT irrespective of where she may die her remains should be interred in the said vault at the expense in all respects of my estate AND I FURTHER DIRECT that on the death of the last survivor

J.W. H.M. L.C.H.

of my said wife and myself the doors of the said vault shall be bolted and a concrete wall one foot thick built up against such doors on the outside thereof such wall to completely cover the said doors and to extend the complete width and height thereof.

5. I DIRECT my trustee upon the interment of my remains in the said vault to have the following inscription placed in substantial lettering on the monument at the date of this my Will erected over the said vault in Reading:-

"In memory of James Trewin (father of William James Benjamin Trewin and husband of Elizabeth Trewin) born in the Parish of St. Stithins in Cornwall, England, on the 26th day of October, 1847, died at ..... in New Zealand on the ..... day of ..... 19 .."

6. I FURTHER DIRECT that upon the interment of the remains of my said wife in the said vault my trustee shall cause the following inscription to be placed in substantial lettering on the said monument:- "In memory of Elizabeth Trewin (wife of James Trewin and mother of William James Benjamin Trewin) born at Greenap in Cornwall, England, 14 September, 1847, died at <sup>Teahupoo</sup> ..... in New Zealand on the ..... day of ..... 19 .."

7. I GIVE AND BEQUEATH the following legacies:-

(a) All my plate linen china glass books pictures prints furniture and all other articles of household use or ornamentation or of personal use wear or adornment to my said wife absolutely.

(b) The sum of One hundred and fifty pounds (£150) to the Corporation of the Borough of Reading to be paid within a period of six (6) months from my death AND I DECLARE that the said sum of One hundred and fifty pounds (£150) is bequeathed to

the said Corporation pursuant to an agreement made between the said Corporation and myself.

J. T. H. M. I. O. N.

prior to the date of this my Will and is to be applied by the said Corporation pursuant to the provisions of the said agreement PROVIDED HOWEVER AND I DIRECT that the receipt of the Treasurer of the said Corporation or of the Town Clerk of the said Borough or of such other person as shall in the opinion of my trustee be authorized to receive moneys on account of the said Corporation shall be a good and sufficient discharge to my trustee for the said sum of One hundred and fifty pounds (£150) and that my trustee shall not be concerned to see to the application thereof.

8. I GIVE AND BEQUEATH unto my sister ELIZA TREVIN as from the date of my death the clear sum of One hundred pounds (£100) per annum free of all duty such annuity to be payable quarterly in advance the first of such payments to be made at the date of my death and to be payable during her lifetime.

9. I DIRECT that upon the death of my said sister Eliza Trevin there shall be erected over the grave of herself and her sister Elizabeth Jane Trevin in St. Stithings Churchyard in Cornwall a granite tomb of the same kind and description as is erected over the grave of my late father Benjamin Trevin in the said St. Stithings Churchyard AND I DIRECT that there shall be placed upon the said tomb over the graves of my said two deceased sisters the following inscription:- "In memory of Elizabeth Jane Trevin, born 1843, died 1924, also of Eliza Trevin born 1849 died ...." AND I FURTHER DIRECT that the total cost of the said tomb and of the said inscription thereon shall not exceed the sum of One hundred and ten pounds (£110) nor be less than the sum of One hundred pounds (£100) AND I FURTHER DIRECT that my trustee shall employ the firm of Harvey and Son, Sculptors, Truro in Cornwall with all work

*Handwritten note:* I have seen the copy of this will 12/10/33

Certified true COPY of Probate copy of will as accepted by for sealing.

in connection with the construction and erection of the said tomb and the inscription thereon.

10. WHEREAS at the date of this my will the rebuilding of St. John's Anglican Church at Fellinging is being contemplated and I have expressed my readiness to provide a memorial window in such new Church at a cost of One hundred guineas (£105) NOW should the

J.E. R.H. L.C.S.

erection and construction of such new St. John's Church at Fellinging be commenced within a period of twenty-one (21)

9.10.57

years from the death of the survivor of my said wife and me I GIVE AND BEQUEATH unto such new St. John's Church the sum of One hundred guineas (£105) for the purpose of providing for a stained glass memorial window in the said Church such window to contain the following inscription, to-wit: "To the Glory of God and to the memory of William James Benjamin Trevel" AND should the building and construction of such new church be commenced within the said period of twenty-one (21) years from the death of the survivor of my said wife and me I GIVE AND BEQUEATH the further sum of Five hundred guineas (£525) in aid towards the building fund of such new church PROVIDED THAT this last bequest shall be conditional upon a suitable marble tablet bearing the inscription "To the Glory of God and the memory of James Trevel" being placed on some part of the said church.

11. I GIVE AND BEQUEATH all that my dwellinghouse and appurtenant land situate in Fellinging aforesaid and known as number 174, Kitchington Road unto my trustees IN TRUST :-

- (a) To permit and allow my said wife MARGARETH TREVEL to have the free use income occupation and enjoyment thereof during her lifetime subject to her paying all rates taxes interest insurance premiums and other outgoings ordinarily payable out of income whatsoever from time to time payable in connection therewith and

*of 10.12.36  
R 63 24 329  
This legacy shall  
be paid by the  
trustees from  
the income*

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copy of will as accepted by Court  
for seal: £ 7/1

to her keeping the same in good order and condition (except in respect of any injury or deterioration occasioned by fire lightning or tempest or other inevitable accident) to the satisfaction of my trustee and to her insuring and keeping insured the same against damage by fire in the name of my trustee.

(b) From and after the death of the survivor of my

J. H. H. M. L. C. R.

said wife and me (hereinafter referred to as "the first period of distribution") as to my said dwellinghouse and appurtenant land upon the same trusts as are hereinafter declared in paragraph 11 of this my Will.

9.10.36

12. I GIVE DEVISE AND BEQUEATH the whole of my estate both real and personal of whatsoever nature and wheresoever situate (not heretofore otherwise disposed) unto my trustee UPON TRUST to pay my just debts funeral and testamentary expenses and all estate and succession duty payable in respect of my dutiable estate and to stand possessed of the residue (hereinafter referred to as "my residuary estate") UPON TRUST:-

(a) To pay out of the income arising therefrom and should such income be insufficient then out of the capital thereof the sum of Two hundred and sixty pounds (£260) per annum free of all duties to my said wife Elizabeth Trewin during her lifetime as from the date of my death.

(b) Subject to the foregoing provisions of this paragraph 12 of this my Will I DIRECT that my trustee shall until the arrival of the first period of distribution or until the expiration of a period of twenty-one (21) years after the date of my death (whichever of such events shall first happen) invest the income from my

increased to £260 per year by interest.

City of London  
Accepted for  
1936  
15.11.36

residuary estate and the resulting income thereof so as to accumulate at compound interest and thereupon to pay all such accumulations of income to the ANGELICAN CHURCH at St. Etithins aforesaid for the purposes set out in the succeeding subparagraph (d) (vii) of this paragraph 13 of this my will.

- (d) From and after the expiration of a period of twenty-one (21) years from the date of my death and subject to the foregoing provisions of this my Will

I REVOKE my trustee to hold the income arising from my residuary estate and from the accumulations of

J.T. H.M. I.O.N.

income as aforesaid (if any) upon the same trusts as are hereinafter declared in the succeeding paragraph 14 of this my Will.

- (d) From and after the arrival of the first period of distribution UPON TRUST to pay the following legacies, namely:-

- (1) To my niece LOTTIE M. OSBORNE of Arvada, Denver, Colorado, United States of America, the clear sum of One hundred pounds (£100) should she be living at the first period of distribution but should she die before the first period of distribution then I GIVE AND BEQUEATH the said sum of One hundred pounds (£100) to such of the children of the said Lottie M. Osborne as are living at the first period of distribution and if more than one then equally between them.
- (11) To JAMES OSBORNE ( a son of the said Lottie M. Osborne) should he be living at the first period of distribution the sum of Fifty pounds (£50) in addition to any amount which he may receive under the preceding sub-clause (1)

hereof PROVIDED ALWAYS that should the said James Osborne die before the first period of distribution then I GIVE AND BEQUEATH the said sum of Fifty pounds (£50) unto such of the children of the said Lottie M. Osborne other than the said James Osborne as are living at the first period of distribution and if more than one then equally between them share and share alike.

- (iii) To WILLIAM THOMAS TRAVIS of 125 Mansfield Street, New Haven, Connecticut, United States of America, the clear sum of One hundred and twenty-five pounds (£125) should he be living at the first period of distribution.
- (iv) To WILLIAM JAMES TRAVIS of Regreen Apartment, Flushing, Long Island, New York, the clear sum  
J.E. H.M. I.O.R.  
of one hundred and twenty-five pounds (£25) should he be living at the first period of distribution.
- (v) To CHARLES TRAVIS of Regreen Apartment aforesaid the clear sum of One hundred and twenty-five pounds (£125) should he be living at the first period of distribution.
- (vi) To the ANGELICAN CHURCH of St. Stephen aforesaid the clear sum of Fifty pounds (£50) for the purposes of the said Church.
- (vii) To the said ANGELICAN CHURCH of St. Stephen aforesaid the further sum of One thousand pounds (£1000) for the purpose of erecting in the tower of the said church a striking clock of four faces and set of pealing bells to be called "The James Travis Clock and Bells" provided that the bequest contained in this sub-paragraph (vii) hereof shall

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copy of will as accepted by U.S.A.  
for Cecil G. [Signature]  
New York

be conditional upon a suitable inscription bearing the name "Janus Brown" being placed on some part of the said church.

- (viii) To the METHODIST EPISCOPAL CHURCH in the Parish of St. Stithians aforesaid the sum of Fifty pounds (£50) for the purposes of the said church.
- (ix) To the WESLEYAN CHAPEL in the Parish of St. Stithians aforesaid the sum of Fifty pounds (£50) for the purposes of the said Chapel.
- (x) To the Wesleyan Chapel at Sidgouba in the Parish of Tendron in Cornwall, England, the sum of Fifty pounds (£50) for the purposes of the said Chapel.
- (xi) To the WORLD CATHEDRAL in Cornwall, England, the sum of Five hundred pounds (£500) for the general purposes thereof subject to and conditional upon permission being accorded to my trustee to have erected in the said Cathedral a marble tablet at a cost to my estate not exceeding One hundred and five pounds (£105) nor less than Ninety-five pounds (£95) such tablet to contain the following inscription:— "To the glory of God and to the memory of Janus Brown Esquire, born in St. Stithians in 1847 died \* \* \* and I DIRECT that the work of erecting and erecting such tablet shall be entrusted by my trustee to the said firm of Harvey and Son of Truro, Sculptors.

S.L. H.H. L.C.R.

- (xii) To the WISSEM'S HOSPITAL in the Parish of Redruth in Cornwall, England, the sum of One hundred pounds (£100) for the general purposes thereof.
- (xiii) To the WISSEM'S PUBLIC HOSPITAL in Redruth aforesaid the sum of One hundred pounds (£100) for the general purposes thereof.
- (xiv) To the INFIRMARY in the said city of Truro in

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copy of will as accepted by Court  
for sealing. Clerk.

Cornwall, England, the sum of One hundred pounds  
(£100) for the general purposes thereof.

9.10.36

13. I DIRECT my Trustee from and after the arrival of the first period of distribution to set aside a further sum of Five hundred pounds (£500) and to invest the same and to pay the income therefrom for all time in and towards the upkeep of the said St. Stephen's Anglican Church and the Clock and Bells to be erected therein in pursuance of the preceding sub-clause (d) (vii) of paragraph 12 of this my Will or any other Church Clock and Bells substituted therefor.

11.3.51

14. SUBJECT to the foregoing provisions of this my Will I DIRECT my Trustee from and after the arrival of the first period of distribution <sup>(9.10.36)</sup> until the expiration of twenty-one (21) years from my death to invest at compound interest the income from time to time derived from my residuary estate AND from and after the death of the survivor of us my said wife and me or the expiration of the period of twenty-one (21) years from my death whichever last occurs (being hereinafter referred to as "the second period of distribution") to stand and be possessed of my residuary estate and all accumulations of income thereof UPON TRUST to invest the same in the Common Fund of the Public Trust Office and to pay the income arising therefrom for all time to the Board of Governors for the time being of the Thomas George McCarthy Trust appointed under the Thomas George McCarthy Trust Act 1912 UPON TRUST for the relief

11.3.51

J.F. H.H. I.C.R.

of the indigent poor of the Parish of St Stephen's aforesaid and of the City of Truro in Cornwall, England, irrespective of age, sex or religious denomination in such manner and in such shares as such Board of Governors shall from time to time think fit with power to my Trustee to pay such income or any part or parts thereof from time to time to the said Board of

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[Signature]  
Clerk

moneys for the purposes aforesaid without being liable to see to the application thereof AND I express it as my wish and desire but without creating any binding trust in that regard that the said Board of Governors shall communicate with the Vicar for the time being of the Anglican Church of St. Stephen aforesaid and the Mayor for the time being of the City of Toronto aforesaid for advice and suggestions as to the distribution of the said income AND I declare that if the said Board of Governors or direct my trustee shall pay the said income direct to the said Vicar and the said Mayor for the purposes aforesaid and that thereupon my trustee shall not be liable to see to the application thereof AND I DECLARE that the income so payable to the Board of Governors of the said Thomas George Hootenay Trust in perpetuity as aforesaid shall be called and known as "The James Trevel Trust Fund".

15. I DECLARE that whenever under this my will any moneys are directed to be paid to or on behalf of any charity or institution hereinafter referred to, the receipt of the Secretary or Treasurer of such charity or institution or of any other person for the time being authorized to receive moneys on behalf of such charity or institution shall be a good and sufficient discharge to my trustee for the moneys so payable to such charity or institution under this my will and my trustee shall not be concerned or obliged to see to the proper application of such moneys or any part thereof.

16. I DECLARE that in the execution of the trusts of this my will my trustee may at his discretion exercise the following powers and authorities, or any of the same, namely:-

- (a) TO SELL all or any part of my real and personal property either by public auction or private contract or in such manner and subject to such terms and conditions as my trustee shall in his absolute

J.T. N.M. I.C.B.

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 copy of will as accepted by Court  
 for seal C.

Clerk

discretion think fit with power to allow the whole or any part of the purchase money to remain on mortgage of the property sold.

- (b) TO PARTITION the sale calling in and conversion of my real and personal estate or any part thereof for so long as he thinks fit notwithstanding that it may be of a wasting speculative or reverentary nature AND I DIRECT that pending such sale calling in and conversion the whole of the net income of property actually producing income shall be applied as from my death as income and on the other hand on such sale calling in and conversion or on the calling in of any reverentary property no part of the proceeds of such sale calling in conversion or calling in shall be paid or applied as past income.
- (c) TO LET any hereditaments for the time being remaining unleased either from year to year or for any term of years or otherwise at such rent and subject to such covenants and conditions as he thinks fit also to accept surrenders of leases and tenancies and generally to manage the same as he thinks fit.
- (d) TO EXERCISE the same powers of managing improving and developing all or any part of my property as if he were the absolute owner thereof.
- (e) TO APPROPRIATE AND PARTITION any real and personal property forming part of my estate in and towards the share of my person or persons in the trusts hereinbefore contained and to charge my share with such sums by way of equality of partition as my trustees may think fit and for such purpose to fix the value of any real or personal estate so appropriated as he thinks fit AND every such valuation appropriation and partition shall be final and binding on all persons beneficially interested under this my will.

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for rec'd. E.

Clerk.

(e) TO SETTLE AND DETERMINE all questions whatsoever which may arise in relation to my real and personal estate or any part thereof AND ALSO to determine whether any money for the purpose of this my Will is to be considered as income or capital and what expenses ought to be paid out of income and capital respectively and also to apportion blended funds and every such determination or apportionment shall be final and binding on all persons beneficially interested under this my Will.

AS WITNESS my hand this 25th day of February One thousand nine hundred and thirty (1930).

SIGNED by the said JAMES TROWEN as and for his last Will and testament in the presence of us together present at the same time who at his request in his presence and in the presence of each other have hereunto subscribed our names as witnesses:-

James Trowen

E. Miller  
Typist  
Pelling

I. G. Robinson  
Solicitor  
Pelling.

THIS IS A TRUE COPY OF THE WILL OF  
James Trowen AS ADMITTED TO  
PROBATE.

DATED THIS 10th DAY OF April 1930

E. Howard Gill  
FOR SOLICITOR

Certified true copy of Probate  
copy of will as accepted by Court  
for sealing.

M. C. Jarvis Clerk.

*Handwritten initials*

## Section 106 Planning

Purpose (Scheme)	Start Date	Term (Years)	Balance b/f	Opening Balance as at 01.04.2022	less Costs	Maintenance Costs 3%	Balance c/f
			£	£	£	£	£
Invested in CCLA Property Fund							
St Georges Road (Tann Land)			18,553.00	18,553.00	0.00	556.59	17,996.41
Beechwood Park			200,657.03	200,657.03	-4,154.00	6,019.71	190,483.32
Teffrey Road			88,224.51	88,224.51	0.00	2,646.73	85,577.78
Newbridge Lane			295,515.89	295,515.89	0.00	8,865.47	286,650.42
Coosebean Meadows			-5,951.05	-5,951.05	-252,156.00	7,753.53	265,860.58
							<b>846,568.51</b>

Code 3314	Dr	Cr	Bal
2019-2020	28,861.68	238,961.04	210,099.36
2020-2021	84,801.88	422,461.92	337,660.04
2021-2022	280,201.27	372,072.90	91,871.63
2022-2023	361,448.19	31,814.51	-329,633.68
2023-2024	0.00	424.23	424.23
			<b>310,421.58</b>





1



Information Classification: CONTROLLED

DATED

2024



BETWEEN

THE CORNWALL COUNCIL

and

TRURO CITY COUNCIL

---

GRANT FUNDING AGREEMENT

(from the Community Infrastructure Levy) relating to open space at  
Coosebean

---

Legal Services  
Cornwall Council  
New County Hall  
Truro, TR1 3AY  
Ref: SB/58686

This Agreement is dated                      day of                      2024

**Between**

1. **The Cornwall Council** of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY  
("the Council")

and

2. **TRURO CITY COUNCIL** of Boscawen Street, Truro, TR1 2NE ("the Recipient")

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

**Recitals**

- A) The Council as the local authority is able to collect a Community Infrastructure Levy (CIL) on local development which can be spent to improve the local infrastructure to support the development of its area. The CIL is a planning charge introduced by the Planning Act 2008 and came into force on 6 April 2010 through the Community Infrastructure Levy Regulations 2010.
- B) The Council has discretion on how it allocates between 70% and 80% of the levy receipts (the "Strategic Share"). The Council distributes the Strategic Share by inviting Town and Parish Councils and other suitably constituted groups/organisations, to bid for Funding from the Strategic Share and has awarded the Funding to the Recipient based on the criteria set by the Council (under the Regulations).
- C) The Project will provide additional public open space at Coosebean in the location identified in Schedule 1.
- D) The Strategic Share must be spent by the Recipient in accordance with the Community Infrastructure Levy Regulations 2010, as amended.
- E) The Council as the grantor and the Recipient as the administrator of the grant Funding, will discharge these roles in accordance with the terms contained in this agreement.
- F) These conditions shall govern the Agreement to the exclusion of any other terms and conditions. No variation to these conditions shall be binding unless expressly agreed in writing between the Parties.

NOW IT IS AGREED between the Council and the Recipient as follows:

**1. DEFINITIONS AND INTERPRETATION**

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

- |  |   |
|--|---|
| <b>"Agreement"</b>                           | means all of the terms and conditions detailed herein together with all Schedules and attachments;  |
| <b>"Approved Use"</b>                        | means the use set out in the Brief and Proposal at Schedule 1;  |
| <b>"Bank Account"</b>                        | means the bank account as specified by the Recipient and detailed in Schedule 2;  |
| <b>"Clawback"</b>                            | means the Council's right to recover the whole or any part of the Funding including any Interest that may be payable;   |
| <b>"Commencement Date"</b>                   | means 1 April 2024;   |
| <b>"Community Infrastructure Levy (CIL)"</b> | means the planning charge introduced by the Planning Act 2008 and came into force on 6 April 2010 through the Community Infrastructure Levy Regulations 2010;   |
| <b>"Confidential Information"</b>            | means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all Personal Data and Special Categories of Data within the meaning of the Data Protection Legislation. Confidential Information shall not include information which:<br><ul style="list-style-type: none"><li>(i) was public knowledge at the time of disclosure (otherwise than by breach of clause 10 (Confidentiality; Data Protection and Freedom of Information));</li><li>(ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;</li><li>(iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or</li><li>(iv) is independently developed without access to the Confidential Information;</li></ul> |

<b>"Data Guidance"</b>	means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation (whether specifically mentioned in this Agreement or not) to the extent published and publicly available or their existence or contents have been notified to the Recipient by the Council and/or any relevant Regulatory Body;
<b>"Data Protection Legislation"</b>	means the General Data Protection Regulation ((EU) 2016/679) ("GDPR") until it is no longer directly applicable in the UK, the Data Protection Act 2018 and any other applicable national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK;
<b>"EIR"</b>	means the Environmental Information Regulations 2004;
<b>"FOIA"</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government department in relation to such legislation and the Environmental Information Regulations 2004;
<b>"Funding"</b>	means the sum of one hundred and ninety-eight thousand and seven hundred and six pounds (£198,706) awarded by the Council to the Recipient from the Strategic Share of the CIL and made in accordance with Clause 3;
<b>"Good Practice"</b>	means the exercise of the degree of competence which would reasonably and ordinarily be expected from the same type of organisation as the Recipient and under the same or similar circumstances;
<b>"Intellectual Property Rights"</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection

- which subsist or will subsist now or in the future in any part of the world;
- "Indirect Losses"** means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;
- "Laws"** means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body or Relevant Authority with which the Council and the Recipient is bound to comply;
- "Losses"** means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses;
- "Outputs"** means the schedule of outputs as set out in Schedule 1;
- "Payment Schedule"** means the schedule of payment(s) detailed at Schedule 2;
- "Personal Data"** has the meaning given it in the Data Protection Legislation;
- "Prohibited Act"** means:
- (a) offering, giving or agreeing to give any gift or consideration of any kind as an inducement or reward for:
    - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or
    - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
  - (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any

such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;

- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council;

<b>"Project"</b>	means the brief and proposal for the infrastructure activity for which the Funding has been awarded to the Recipient as more particularly detailed in Schedule 1;
<b>"Project Completion Date"</b>	means the date that the project is physically completed, and which is set out in Schedule 2;
<b>"Project Management Group"</b>	means a group made up of representatives from the Recipient and nominated by the Recipient in accordance with Clause 9 in order to ensure the smooth running of the Project and to secure the future of the Project;
<b>"Regulation(s)"</b>	means the Community Infrastructure Levy Regulations 2010 as amended by the 2012 and 2013 CIL (Amendment) Regulations;
<b>"Regulatory Body"</b>	means a public organization or government agency that is set up to exercise a regulatory function. This involves imposing requirements, conditions or restrictions, setting the standard for activities, and enforcing in these areas or obtaining compliance;
<b>"Useful Economic Life"</b>	means the useful economic life of the Project being 25 years from the Project Completion Date;
<b>"Timetable"</b>	means the Project Timetable set out at Schedule 1 and updated from time to time with the consent of the Council.

**Commented [GA1]:** Insert expected life expectancy for the item(s) the CIL funding is being spent on

**Commented [HV2R1]:** TBD

In this Agreement:

- 1.2 This Agreement includes any variations hereto made from time to time and any agreement expressed to be supplemental hereto.
- 1.3 Unless otherwise specified a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or

re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

- 1.4 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 A "person" includes a corporate or unincorporated body.
- 1.6 The singular includes the plural and neuter and vice versa and any gender includes any other gender.
- 1.7 Clause, Schedule and Paragraph headings do not affect the interpretation of this Agreement.
- 1.8 Reference to any statute, enactment, regulation, code, official guidance or other similar instruments shall be construed as reference to the statute, enactment, regulation, code, official guidance or other instrument as amended or replaced from time to time by any subsequent enactment, modification, order, regulation, code, official guidance or instrument.

## 2. TERM OF AGREEMENT

- 2.1 This Agreement shall take effect from the Commencement Date and will continue in force until the sooner of:
  - 2.1.1 the completion of the Project in accordance with this Agreement; or
  - 2.1.2 the termination of this Agreement by either Party in accordance with the terms of this Agreement.

**Commented [HV3]:** Need to consider what project completion means here - perhaps a 10 year term is sensible to ensure the 'compliance with planning control' provisions have some teeth

A 25 year term to match the useful economic life timeframe (by way of illustration only) would be too much of a fetter on an asset and unlikely to be acceptable to TCC

## 3. PURPOSE OF THE FUNDING

- 3.1 The Recipient shall use the Funding only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Funding shall not be used for any other purpose without the prior written agreement of the Council.
- 3.2 The Recipient shall not make any changes to the Project without the Council's prior written agreement.
- 3.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

- 3.4 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 3.5 The Recipient acknowledges that the Council accepts no liability whatsoever for any consequences whether indirect or direct that may come about from the receipt by the Recipient of any additional funding mentioned in 3.3 above.

#### **4. PAYMENT OF THE FUNDING**

- 4.1 Subject to the provisions of this Agreement the maximum amount of Funding provided by the Council to the Recipient for the Project will be one hundred and ninety-eight thousand and seven hundred and six pounds (£198,706).
- 4.2 No Funding shall be paid unless and until the Council is satisfied that such payment has or will be used for proper expenditure in the delivery of the Project.
- 4.3 The amount of Funding shall not be increased in the event of any overspend by the Recipient in its delivery of the Project. Any payment of the Funding is separate from any capital funding that may be provided at a later date.
- 4.4 The availability of the Funding is at all times subject to the Recipient's compliance with the terms of this Agreement and any rules, regulations or restrictions of any other relevant regulatory authority or grant funds.
- 4.5 Any payment of part of the Funding under this Agreement is without prejudice to the Council's rights to refuse to pay any further part of the Funding or to exercise its rights to require repayment in accordance with the provisions of this Agreement of the whole or any part of the Funding previously paid to the Recipient.
- 4.6 The Funding does not represent consideration for a taxable supply to the Recipient and is therefore not subject to Value Added Tax ("VAT"). If HM Revenue and Customs rules that VAT is payable, then the amount of the Funding payable by the Council shall be deemed to be inclusive of VAT. The Recipient acknowledges that the Council shall not be obliged to make any further payment in addition to the Funding in respect of any VAT.

#### **5. OVERPAYMENT AND CLAWBACK**

- 5.1 The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Funding monies have been paid in error before all conditions attaching to the Funding have been complied with by the Recipient.
- 5.2 If a Clawback is imposed a notice will be sent to the Recipient setting out the amount of overpayment that the Council considers has occurred together with the level of Clawback imposed.
- 5.3 If a Clawback is imposed the Recipient shall either pay the amount or agree to the Clawback being offset from a future payment of Funding as the case may be.

- 5.4 The Recipient shall be at liberty to make representations in writing to the Council setting out the reasons it considers that the Clawback should be adjusted together with evidence in sufficient detail to enable the Council to reconsider the requirement for the clawback provided always that the Council's decision shall be final and binding.

## 6. RECIPIENT'S OBLIGATIONS

- 6.1 In consideration of the payment of and use of the Funding the Recipient shall:

- 6.1.1 use the Funding only for the purpose and in accordance with section 216(2) of the Planning Act 2008 and Regulation 59 of the Regulations;
- 6.1.2 ensure delivery of the Project in accordance with the terms of this Agreement, and the Brief and Proposal contained in Schedule 1;
- 6.1.3 ensure efficient delivery of the Project in accordance with the timescales set out in the Project Timetable at Schedule 1 and/or as expressed by the Council;
- 6.1.4 ensure that all legal and regulatory requirements are complied with in the delivery of the Project to include (but not limited to) the obtaining of the Planning Permission, compliance with the Highways Act 1980, compliance with the Public Contracts Regulations 2015 and compliance with Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992;
- 6.1.5 comply with all statutory registration requirements relevant to the Project and exercise proper skill and diligence in the spending of the Funding;
- 6.1.6 spend their Funding within the term of this Agreement or promptly return it or the remainder of it (where some but not all has been applied to the Project) to the Council.
- 6.1.7 not do anything which may cause the Council to be in breach of any third party funder terms and conditions;
- 6.1.8 maintain accurate, detailed and up to date accounts and records of the receipt and expenditure of the Funding received and spent by it and to comply with the reporting requirements in Schedule 3;
- 6.1.9 keep the records referred to in Clause 6.1.8 for a minimum of 7 years following the spending of the Funding;
- 6.1.10 provide true and comprehensive copies of the records referred to in Clause 6.1.8 to the Council on reasonable notice to enable the Council to draft their annual report under the Regulations;
- 6.1.11 acknowledge that if the Recipient fails to provide any record maintained pursuant to Clause 6.1.8 on receipt of reasonable notice, the Council has the right to attend the Recipient's offices, and inspect the records and take copies of the records at all reasonable times subject always to the requirement for both Parties to comply with Data Protection Legislation;

Commented [HV4]: this includes compliance with planning control.

- 6.1.12 provide to the Council an annual report by no later than 30 November each year, setting out the information required in Regulation 121A (including the sums the Recipient retains unspent, of the Funding) and how the Funding for that year has been spent;
- 6.1.13 at all times during the period of this Agreement and for a minimum period of 6 years thereafter:
- i) keep secure and give to the Council or make available for inspection at any reasonable hour by the Council, its internal auditors, the Commissioner for Local Administration (Ombudsman), the external auditor, or any of their representatives all original and copy records, documents, information, statements and papers which may be acquired or produced by the Recipient or by any sub-contractor in the performance of the Agreement;
  - ii) ensure the maintenance of a clear and unambiguous audit trail at all times in accordance with best practice;
- 6.1.14 ensure that it appoints a nominated representative whose details will be notified in writing to the Council within 7 days of completion of the Agreement who will act as its representative and who will be responsible for ensuring the proper control and management of the Funding and the supervision and submission of all information required by the Council. If the representative changes from time to time the Recipient shall notify the Council in writing within 7 days of such replacement;
- 6.1.15 ensure that the representative of the Recipient will liaise with the Council on a regular basis (at times to be agreed by the Parties) and to co-operate with the Council in respect of any matter relating to the Project;
- 6.1.16 on becoming aware, immediately notify the Council's representative by letter or email of any actual or threatened or alleged claims, demands, investigations or proceedings, whether civil or criminal in respect of the Funding against the Recipient;
- 6.1.17 ensure that local products and services are used where possible in order to support the local economy;
- 6.1.18 ensure the Council is notified of any steps the Recipient is required to take to regularise the planning position.
- 6.2 The Recipient warrants that the Project will be used for its Approved Use throughout its Useful Economic Life and will secure consent from the Council to any change of use, including the requirement to repay all or part of the funding.
- 6.3 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Funding or other resources of the Recipient. There will be no additional funding available from the Council for this purpose.

Commented [HV5]: seems a bit over the top here if sum paid in one go for expenditure already incurred

Commented [GA6R5]: 6.1.10 and 6.6.11 are standard clauses - in reality, we wouldn't request these for this type of project/scenario. 6.1.12 relates to reporting requirements for CIL - also covered by Schedule 3. Given the project will be 'complete' as soon as we hand the money over, we wouldn't require ongoing reports, but do ask for a report on project completion so we can refer to what has actually been delivered if asked - they are good for promoting what CIL has been used to deliver.

**7. COUNCIL'S OBLIGATIONS**

- 7.1 In consideration of the Project to be delivered by the Recipient under this Agreement and the terms and conditions of this Agreement being complied with by the Recipient the Council agrees to pay to the Recipient the Funding in accordance with Clause 4 subject to the terms and conditions set out in this Agreement.
- 7.2 The Council shall provide to the Recipient such information as is reasonably requested by the Recipient to enable the Project to be carried out in a satisfactory and diligent fashion.
- 7.3 The amount of Funding set out in Clause 4 is the maximum sum that will be paid to the Recipient.
- 7.4 The Funding shall be paid into a bank account in the name of the Recipient which must be an ordinary business bank account.
- 7.5 The Recipient shall not transfer any part of the Funding to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Council.
- 7.6 The Council shall appoint a nominated representative whose details will be notified in writing to the Recipient within 7 days of completion of the Agreement. If the representative changes from time to time the Council shall notify the Recipient in writing within 7 days of such replacement.

**8. ACKNOWLEDGMENT AND PUBLICITY**

- 8.1 The Recipient shall not publish any material referring to the Project or the Council without the prior written agreement of the Council.
- 8.2 The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.
- 8.3 In using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 8.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.
- 8.5 The Council may acknowledge the Recipient's involvement in the CIL Fund as appropriate without prior notice. The Council shall acknowledge the support of the Recipient in any materials that refer to the CIL Fund and in any written or spoken public presentations about the CIL Fund. Such acknowledgements (where appropriate or as requested by the Recipient) shall include the Recipient's name and logo (or any future name or logo adopted by the Recipient) using the templates provided by the Recipient.

8.6 The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in their promotional and fundraising activities relating to the CIL Fund.

**9. PROJECT MANAGEMENT**

9.1 The Parties shall establish a Project Management Group to oversee the Project.

9.2 The Project Management Group will comprise of Truro City Council officers and appropriate members of the Truro City Council Parks Team, and the Cornwall Council representative identified in clause 25 for progress reporting purposes only.

9.3 Each Party will notify the other of any changes in representative in a timely manner and all changes to be subject to the approval by the majority of the Project Management Group.

9.4 Either Party shall be entitled to call a meeting at any time on reasonable notice during the term of this Agreement.

9.5 The Recipient's nominated representative pursuant to Clause 9.2 shall attend any Project Management Meetings and be authorised by the Recipient to act on its behalf.

**10. CONFIDENTIALITY; DISCLOSURE OF INFORMATION; FREEDOM OF INFORMATION AND EQUALITY ACT**

**10.1 CONFIDENTIALITY**

10.1.1 Except where otherwise provided for in this Agreement, Confidential Information is owned by the Party that discloses it (the "Disclosing Party") and the Party that receives it (the "Receiving Party") has no right to use it.

10.1.2 Subject to Clauses 10.1.3 and 10.1.4, the Receiving Party agrees:

- (a) to use the Disclosing Party's Confidential Information only in connection with the Receiving Party's performance under this Agreement;
- (b) not to disclose the Disclosing Party's Confidential Information to any third party or to use it to the detriment of the Disclosing Party; and
- l to maintain the confidentiality of the Disclosing Party's Confidential Information and to return it immediately on receipt of written demand from the Disclosing Party.

10.1.3 The Receiving Party may disclose the Disclosing Party's Confidential Information:

- (a) in connection with any dispute resolution under Clause 18 (Dispute Resolution);
- (b) in connection with any litigation between the Parties;
  - l to comply with the law;
- (d) to its staff, consultants and sub-contractors, who shall in respect of such Confidential Information be under a duty no less onerous than the Receiving Party's duty set out in clause 10.1.2;
  - l to comply with a regulatory bodies request.

10.1.4 The obligations in clause 10.1 and clause 10.2 will not apply to any Confidential Information which:

- (a) is in or comes into the public domain other than by breach of this Agreement;
- (b) the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or
- l the Receiving Party can prove that it obtained or was able to obtain from a source other than the Disclosing Party without breaching any obligation of confidence.

10.1.5 The obligations in clause 10.1 and clause 10.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of the Council or of any committee, sub-committee or joint committee of the Council or is related to an executive decision of the Council and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information, provided that the Confidential Information is exempt information within the meaning of Section 101 of the Local Government Act 1972 (as amended), the Council shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 as amended to prevent the disclosure of that Confidential Information and in doing so shall give due weight to the interests of the Recipient and where reasonably practicable shall consider any representations made by the Recipient.

## 10.2 DATA PROTECTION

10.2.1 The Parties acknowledge and shall comply with the provisions of the Data Protection Legislation and Data Guidance and any related legislation insofar as the same relates to the terms of this Agreement. The Parties do not anticipate any processing of Personal Data for the provision of Funding under this Agreement. If Personal Data is processed under this Agreement, then in advance of doing so the Parties shall agree an appropriate amendment that will comply with the provisions of the Data Protection Legislation.

## 10.3 FREEDOM OF INFORMATION AND TRANSPARENCY

10.3.1 The Parties acknowledge their respective duties under the FOIA and the EIR and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

10.3.2 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information.

10.3.3 Notwithstanding any other provision of this Agreement, the Recipient hereby consents to the publication of this Agreement in its entirety including from time to time agreed changes to this Agreement subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.

- 10.3.4 In preparing a copy of this Agreement for publication pursuant to clause 10.3.3 the Council may consult with the Recipient to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Council's absolute discretion.
- 10.3.5 The Recipient shall comply with any requirements (including compliance with any appropriate information assurance scheme and the Computer Misuse Act 1990) in relation to its security policies, procedures and control of Confidential Information.
- 10.3.6 Each Party shall be responsible for any costs associated with its own compliance with the provisions of this clause 10.3.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1 The Parties agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either Party before the Commencement Date or developed by either party during the Project, shall remain the property of that Party.
- 11.2 Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on expiry of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.
- 11.3 Where the Recipient has provided the Council with any of its Intellectual Property Rights for use in connection with the Project, the Recipient consents to the Council continuing to use the Intellectual Property Rights in the event of termination or expiry of the contract, to include the Project name and logo, for the purposes of advertising and promoting the Project.

## **12. STATUTORY OBLIGATIONS**

- 12.1 The Recipient shall comply at all times with;
- i) the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements and the Council's policies and procedures relating to health and safety copies of which are available on request;
  - ii) the Equality Act 2010 and all other relevant related statutory and regulatory requirements and the Council's policies and procedures, copies of which are available on request, relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, belief, ethnicity, gender, age, disability, nationality, marital status and civil partnership, pregnancy and maternity or sexual orientation;
  - iii) all statutory and European and domestic statutory and regulatory requirements and accreditations where relevant to the Project and to be

observed and performed in connection with this Agreement including any obligations binding upon the Council; and

- iv) shall take all reasonable steps to secure the observance of this clause 16 by all its servants, employers or agents of the Recipient and all contractors and sub-contractors engaged on the Project.

- 12.2 The Recipient shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of any breach by the Recipient of this clause 12.

### **13. TERMINATION**

- 13.1 This Agreement shall continue until the date set out in Clause 2.1 unless otherwise terminated in accordance with terms of this Agreement.
- 13.2 This Agreement may be terminated by the Council on the giving of three (3) month's written notice to the Recipient.
- 13.3 In the event of termination of this Agreement:
  - 13.3.1 the Council shall cease to be under any obligation to the Recipient and all payments of Funding shall cease immediately;
  - 13.3.2 the Recipient shall promptly return all Funding monies paid to it, or proportion thereof, not properly utilised or applied to the delivery of the Project.

### **14. WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDING**

- 14.1 The Council's intention is that the Funding will be paid to the Recipient in full according to the Payment Schedule at Schedule 2.

### **15. LIMITATION OF LIABILITY**

- 15.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Project, the use of the Funding or from withdrawal of the Funding. The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 The Recipient is responsible for making arrangements for the long-term ownership and maintenance of the Project.
- 15.3 The Recipient is responsible for complying with all Health and Safety legislation and guidance in respect of the project.
- 15.4 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of

the Recipients performance of the Agreement, including death or personal injury, loss or damage to property or any other loss, not limited to public liability insurance and employers liability insurance.

- 15.5 The Council accepts no liability for the future maintenance or repair of the Project and the Council's liability under this Agreement is limited to the payment of the Funding.

**16. ASSIGNMENT OR CHARGING OF THE AGREEMENT**

- 16.1 The Recipient shall not assign its rights under this Agreement or charge the benefit of this Agreement or novate the rights and liabilities of this Agreement to a third party without the prior written consent of the Council.
- 16.2 If the Recipient wishes to assign, charge or novate its rights and liabilities under this Agreement, it will give as much notice as possible of its proposals to the Council and will provide a full account of relevant circumstances and such further particulars as the Council shall request concerning the party to which this Agreement is proposed to be assigned, novated or charged.
- 16.3 The Council shall determine in its absolute discretion as to whether or not to give consent to an assignment or novation or charging of this Agreement or as to any conditions to be imposed.
- 16.4 If the Council consents to an assignment, charge or novation, then the Council may notify the Recipient that the documentation giving effect to the assignment, charge or novation is to be approved by the Council and copies of all completed documents supplied to the Council upon completion of the same.

**17. FORCE MAJEURE**

Both Parties shall be released from their respective obligations in the event of any national emergency, war, prohibitive government regulations or in the case of cessation of funding to the Council or for any other cause beyond the reasonable control of the Parties or either of them which renders the performance of this Agreement impossible whereupon all monies not used in the provision of the Project and paid in advance by the Council to the Recipient shall be returned to the Council.

**18. DISPUTE RESOLUTION**

- 18.1 Any disputes or differences arising between the Parties in respect of the construction or effect of this Agreement, or the rights, duties and liabilities of the Parties hereunder, or any matter or event connected with or arising out of the Agreement shall be resolved by the Parties negotiating in good faith.
- 18.2 The submission of either Party to clause 18.1 above shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

**19. SEVERANCE**

If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforcement of the remainder of this Agreement shall not be affected.

**20. AGENCY AND JOINT VENTURE EXCLUDED**

Nothing contained in this Agreement shall be so construed as to constitute either Party to be the agent of the other nor shall this Agreement operate so as to create a legal partnership, company or joint venture of any kind between the Parties hereto.

**21. AUTHORITY**

Each Party hereto warrants and represents to each of the others that it has the full authority, power and capacity to enter into this Agreement, and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.

**22. UK SUBSIDY CONTROL**

22.1 If any court or person with requisite standing alleges that all or any part of the Funding provided by the CIL Fund under this Agreement breaches the UK Subsidy Control regime, the Parties shall work together to address and mitigate the allegations made and if required establish such alternative means of funding as is lawful.

22.2 If any court or person with requisite standing requires all or any part of the Funding provided by the CIL Fund under this Agreement to be recovered by reason of a breach of the UK Subsidy Control regime and no lawful alternative means of funding can be established, then the Council may claw back any payment already made to the Recipient pursuant to this Agreement to the extent that such payment is unlawful and required at law to be repaid.

**23. AMENDMENTS TO AGREEMENT**

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of the Parties hereto.

**24. ENTIRE AGREEMENT**

Each party acknowledges that this Agreement and any Appendices thereto contain the whole Agreement between the parties and supersedes any previous agreement between the parties whether written or oral.

**25. NOTICE**

Any notice to be served by either of the Parties on the other shall be sent in writing and signed by or on behalf of the Party giving it and sent by pre-paid recorded delivery or registered post to the address set out at the start of this Agreement, in the case of the Council marked for the attention of:

Gemma Arthur, Infrastructure Group Leader, Planning Policy;

and in the case of the Recipient marked for the attention of:

Stuart Roden, Councillor;

or in either case at such address and marked for such other attention as may be notified in writing by the relevant Party to the other Party from time to time for this purpose.

**26. COUNTERPARTS**

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

**27. RIGHTS OF THIRD PARTIES**

No person other than a contracting party may enforce the provisions of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

**28. GOVERNING LAW & JURISDICTION**

This Agreement shall be governed by English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

**29. ELECTRONIC SIGNATURES**

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

This Agreement has been signed by the Parties hereto on the day and year first above written.

**SIGNED BY THE CORNWALL )**

**COUNCIL in the presence of: )**

.....  
Authorised Officer

**SIGNED BY TRURO CITY COUNCIL )**

acting by: )

.....  
Member

.....  
Signatory Full Name

.....  
Member

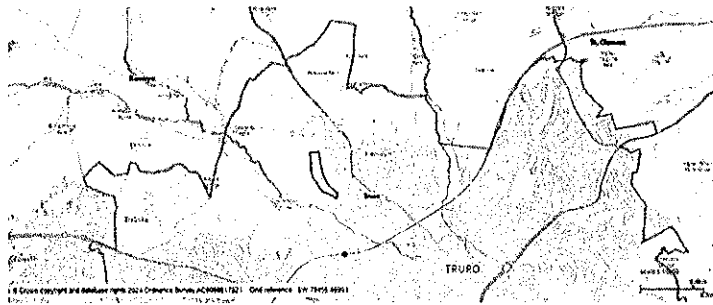
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Signatory Full Name

**SCHEDULE 1  
BRIEF AND PROPOSAL**

**Project Plan**

The project must be delivered as set out in the approved funding application.

**Project Location**



Land edged red on above plan.

**Project Deliverables**

**Project Description**

Truro City Council will own and manage the open space for public enjoyment and informal recreation purposes. It will install appropriate signage and informal access provisions.

The objectives are to provide enjoyment, support the health & wellbeing of Truro residents, increase biodiversity and provide informal educational and volunteering opportunities through the TCC Parks Team and the Coosebean Friends Group.

The City Council launched a Wild Truro guide in 2021 (Wild Truro - Visit Truro), which highlights a series of circular walks and activities that link the various green spaces of the river valleys and woodlands in closest proximity to the city centre. This is complimentary to the Truro Loops project and the Truro Town Deal Green transport project. This additional open space is a step towards enabling the final section of the walks, ranging from 0.5 miles up to 2.5 miles (5k) around the edge of the City, which would interlink and join up the river valleys of the Allen and Kenwyn rivers.

**Project Management**

The open space will be managed and maintained by Truro City Council Officers, Truro City Council Rangers and Friends of Coosebean Group Volunteers.

Project Timetable

Key Delivery Milestone	Date
Formal inclusion of land into TCC Parks Team responsibilities	01 April 2024
Initial inspection and actions from inspection completed by	30 April 2024
Installation of some interpretation and signage to make people aware of the additional asset completed by	31 Aug 2024
Formal launch event completed by	30 Sept 2024
User surveys complete – quarterly over 12 months from launch	31 Aug 2025
2no Friends of Coosebean Group volunteer sessions undertaken	31 Aug 2025
Pydar engagement	Tbc – depends on progress of Pydar scheme

Ongoing maintenance

Truro City Council's Parks team will take on regular monthly inspections, and spring and autumn routine maintenance to keep the open space fit for its intended purpose of informal recreation and in line with all relevant legislation. All inspections and ongoing management and maintenance will be funded by Truro City Council and fall outside the scope of this Agreement.

Land ownership

Truro City Council own the freehold land comprised in Land Registry Title CL246161.

Project Costs

The land purchase cost is £258,706.

CIL funding as a percentage of overall project costs = 60%

Project Outputs

- Size of land put to public open space use: 4ha
- Number of Users: Following formal opening of the open space, TCC would conduct surveys to ascertain how many users are using the new open space. It is proposed to undertake four surveys – in each quarter of one year from formal opening.
- Friends of Coosebean: The Friends of Coosebean Group would promote the new open space to its members and organise at least two volunteering sessions on the new land in the year after formal opening.
- Pydar: Once the Pydar development moves forward, TCC will work with Cornwall Council to promote the open space to the users of the Pydar development, including residents, employees and visitors. It is proposed to promote this with leaflets and also one evening talk with residents about the work TCC does in Truro and the Coosebean area with its Parks Team.

**SCHEDULE 2**

**Payment Schedule**

The Council will make one lump sum payment of the Funding by 31 March 2024.

Recipient Bank Account details

Commented [GA7]: Please provide details

Bank Name:

Branch Address:

Account Number:

Sort Code:

Account Name:

**SCHEDULE 3**

**Reporting on Funding Spend**

The Recipient shall if required by the Council in writing report annually to the Council on how the Funding granted has been applied to the Project. The financial report must include the following details as a minimum:-

Prepare a report for any financial year ("the reported year") in which the Recipient receives Funding.

The report must include--

- (a) the total Funding received for the reported year;
- (b) the total expenditure of the Funding for the reported year;
- (c) summary of the expenditure from the Funding during the reported year including--
  - (i) the items to which Funding has been applied; and
  - (ii) the amount of expenditure Funding on each item; and
- (d) the total amount of--
  - (i) Funding receipts for the reported year retained at the end of the reported year; and
  - (ii) Funding receipts from previous years retained at the end of the reported year.

The Recipient must--

- (a) send a copy of the report to the Council from which it received Funding, no later than 30<sup>th</sup> November following the reported year.
- (b) report to the Council by no later than 30<sup>th</sup> November on an annual basis until financial completion of the Funded project, details of how the Funding has been spent in accordance with the reporting criteria set out above (Reporting on Funding Spend).

2008

## Cheryl Simpson

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**From:** Matthew Doble <Matthew.Doble@cornwall.gov.uk>  
**Sent:** 06 March 2024 16:35  
**To:** Cllr Dulcie Tudor; Cllr David Harris; cllr.green@kenwynparishcouncil.gov.uk;  
Councillor Sarah Wetherill; Cheryl Simpson; Karen Harding; Rod Pascoe  
**Cc:** Chris Daly  
**Subject:** LGV Design Review Panel 25th March  
**Attachments:** DWCO020 Langarth Primary Schhol DRAFT agenda.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

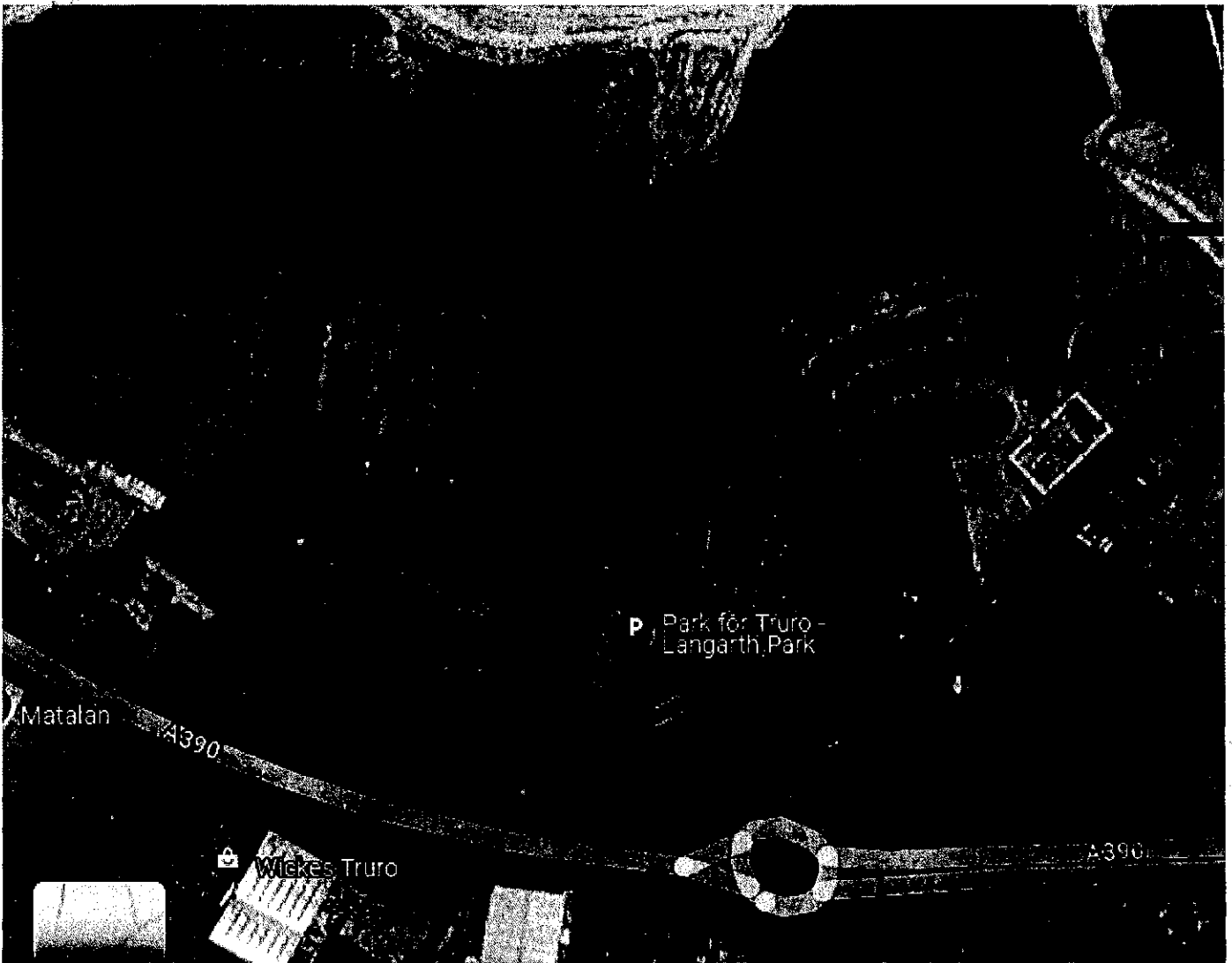
Information Classification: CONTROLLED

Hi all,

Thank you for your replies re. availability for the DRP for feedback on the West Langarth Neighbourhood Design Code and the Primary School. Attached is the agenda confirming a 10.30am start in the meeting room at the Cormac NAR compound. This is located just off the Quiet Lane to the East of the Park and Ride and I've highlighted its location on the map below. The compound is in a tidier state than the Google map view! There are usually parking spaces available within the compound. If attendance from the Parish and City Council could be limited to 2 representatives each that would be helpful just so we can manage with the size of the room available. If someone from Kenwyn and Truro could confirm who will be attending I will ask Design Review Panel to add their names to the agenda.

Thanks,

Matt



**Matthew Doble MRTPI | Principal Development Officer**

**Cornwall Council | Development Management – Regulatory Services**

[matthew.doble@cornwall.gov.uk](mailto:matthew.doble@cornwall.gov.uk) | Tel: 01872 322222 and say my name | Mobile: 07483172703

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First Floor, Council Offices, Dolcoath Avenue, Camborne, TR14 8SX

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## Cornwall Design Review Panel

**DWCO020 Update on Langarth Neighbourhood Design Codes for West Langarth & Little Langarth. Review of Primary School** **25 March 2024**

### Panel

Frazer Osment	Landscape/Strategic Sustainability, Chair
Frances Crow	Architect/Urban Design
Warren Lever	Urban Design/ Heritage
Peter Sandover	Architect/Community

Design West: Jo.Widdecombe, Panel Manager (07889 556 468)

**Declarations of interest:** none raised  
Site visit undertaken previously.

### DESIGN REVIEW AGENDA

- 10.30 Meet at Cormac Compound, LGV, NAR Meeting Room, Truro Park and Ride, A390 [what three words location ///laser.installs.assembles]
- 10.45 Welcome & overview by Panel Chair
- 10.50 Presentation by Design Team, Martyn Lonsdale, Lavigne Lonsdale (strictly 30 mins) on Neighbourhood Design Codes for West Langarth & Little Langarth
- 11.20 Overview from Panel Chair on Panel recommendations provided (DWCO019 07.02.24)
- 11.35 Questions from floor to Design Team and Panel
- 12.15 *Break for lunch at Chair's discretion*
- 12.45 Presentation by Design Team, Carl Harding Stride Treglown (strictly 20 mins) on Primary School proposal
- 13.05 Cornwall Council policy overview by Matt Doble (5 mins)

13.10 Q & A and Design Review  
14.30

*(The Panel may withdraw for a closed session at end before concluding)*

Recommendations

15.00 Close

**Client:** Treveth Holdings LLP/ Cornwall Council

Harry Lewis - Treveth

Aneri Shah – Mace Group

Sam Pattison – Mace Group

**Design Team:**

Martyn Lonsdale, Lavigne Lonsdale

Andrew Walker, Lavigne Lonsdale

Nick Fish, Lavigne Lonsdale

Andrew Tildesley, Copperfield Land & Planning Ltd

Carl Harding – Stride Treglown

James Sexton – Stride Treglown

**LPA – Cornwall**

Matt Doble, Planning

Huw Gibbon/Sharon Bundy, Highways

**Cornwall Council:**

Chris Daly

Birgit Hontzsch

**Observers:**

Cllr David Harris, (Gloweth, Malabar & Shortlanesend, Cornwall Council)

TBC, Kenwyn Parish Council

TBC, Truro City Council

Cllr Dulcie Tudor, (Threemilestone & Chacewater, Cornwall Council)

**Truro City & Kenwyn Parish Council Neighbourhood Plan**