



NOTICE OF MEETING

AND SUMMONS TO ATTEND

**The meeting of Sprowston Town Council
will be held in the St. Quintin Room, at Sprowston Diamond Centre, School Lane
Sprowston on Wednesday 31 August 2016 at 7.30pm**

AGENDA

Item No.

1. To elect a Chairman
2. To receive declarations of interest
3. To receive apologies for absence (proforma enclosed).
4. To confirm the minutes of the Council meeting held on 20 July 2016. Pages 1 - 6
5. To receive any Police Liaison Officer's report. (enclosed)
6. Racecourse Plantation Presentation - QUATRO
7. To receive correspondence & agree action/response arising from the minutes.
8. To receive any written/verbal reports from Sprowston County and District Councillors. Page 7
9. To adjourn the meeting to allow members of the public & Councillors with prejudicial interests to speak¹.
10. To receive the report of the Town Clerk and make decisions on:
 - 1.1.1 Land between Gurney Drive and Cottage Plantation and Amenity Area at Rowan Court Pages 8 - 34
 - 1.1.2 Cottage Plantation
 - 1.3 Wilks Farm Drive Larger Play Area
 - 4.1 Appointment of Grounds Maintenance Person
 - 4.2 GNGB and PWLB - Loan
 - 4.3 Financial Regulations
 - 5.1 Broadland District Council - Community Workshop
 - 5.3 Broadland District Council - Greater Norwich Local Plan - Broadland Town and Parish Council Issues Workshop
 - 5.4 Norwich Northern Distributor Local Authority Forum
11. Quarterly Review of 2016 - 2017 Action Plan Pages 35 - 39
12. Adjourn the meeting for a short break.
13. To consider planning applications to 31 August 2016. Pages 40 - 43
14. To receive any written/verbal reports from the Council's Committees and Working Groups.
15. To receive any written and verbal reports from Members representing the Council on or at outside organisations. (proforma enclosed)
16. To receive the external auditors report for 2015/16 Pages 44 - 49
17. To receive the summary of income and expenditure and

| | | |
|-----|---|---------------|
| | Balance sheet to 30 June 2016. | Pages 50 - 59 |
| 18. | To confirm the payment of accounts to 31 August 2016. | Pages 60 - 63 |
| 19. | To receive the schedule of credit card payments. | Pages 64 - 65 |
| 20. | To receive the schedule of direct debits. | Page 66 |



June Hunt
Town Clerk

25 August 2016

Council Office. Sprowston Diamond Centre . Sprowston . Norwich.NR7 8TR
Tel: 0845 004 6227 or (01603 408063) . Fax: (01603) 418113 . Email: townclerk@sprowston-tc.gov.uk

Footnote:

¹ Members have a statutory legal duty under the Local Government Act 2000, to declare any personal or prejudicial interest they have in items contained in the above agenda. Failure to do so may result in the individual Councillor being reported to the Standards Board for England.

Planning Applications listed above are those in the office at the time of publication of the Agenda. The Council may consider others received up to the date of the meeting if appropriate. Plans may be viewed in the Council office during office hours, and are available from 7 pm on the date of the meeting. Alternatively, to view on line please go to www.broadland.gov.uk and follow the links through to planning.

It should be noted that Councillors Mr Knowles, Mr Moncur (Chairman) and Mr Ward will or could be making comments on the planning applications at this meeting as a non-statutory consultee on behalf of the Town Council. However, as all three Councillors are on the Planning Committee of Broadland District Council they would like it made clear that their views could change at those meetings when more information could lead them to a differing view than that expressed at this meeting. To this end they will be abstaining from voting on planning matters, apart from in the case of a tied vote when the Chairman will make the casting vote.

This Meeting is open to the Public and the Press. Copies of this Agenda and Draft Minutes referred to above are available from the Council Office. Signed copies of the Minutes may also be downloaded from the Council's website www.sprowston-tc.gov.uk (go to Agenda and Minutes page). They are available (unless marked confidential) for public inspection at the Council Offices during public opening hours.

In the interests of openness and transparency, Councillors and members of the public are reminded that the law permits any person to film, record, photograph or use social media in order to report on the proceedings of a meeting of the Council. The Council request that anyone wishing to record the meeting lets the Council know beforehand so appropriate arrangements can be made to facilitate the recording.

COUNCIL MEETING – 20 JULY 2016

At the meeting of the Sprowston Town Council held at Sprowston Diamond Centre, School Lane, Sprowston on Wednesday 20 July 2016, the following Members were present:-

Mr I Moncur – Chairman

| | | |
|-----------------|---|---------------|
| Mr W F Couzens | - | Mrs J Leggett |
| Mr R A Fowkes | - | Mr J H Mallen |
| Mr R J Knowles | - | Mr C L Noble |
| Mrs B J Lashley | - | Mr N Shaw |
| Mr K Lashley | - | Mr J M Ward |

In attendance

| | | |
|--------------|---|---|
| Mrs J Hunt | - | Town Clerk and Responsible Financial Officer |
| Mrs E Elliot | - | Committee Officer |

No members of the public were present

16/182. DECLARATIONS OF DISCLOSABLE PECUNIARY AND OTHER INTERESTS

No declarations of disclosable pecuniary and other interests were received.

16/183. APOLOGIES FOR ABSENCE

Written apologies for absence were received and accepted by the Council from Mr J W Bracey, Ms G Landamore and Mrs J Poynter and verbal apologies from Mr T Landamore.

16/184. MINUTES

The Minutes of the Council meeting held on 29 June 2016, having previously been circulated to all Members were confirmed and signed by the Chairman of the Council.

16/185. POLICE LIAISON OFFICER'S REPORT

Members noted the instances recorded in the crime statistics for Sprowston since the last meeting.

16/186. REPORTS FROM COUNTY AND DISTRICT COUNCILLORS

A written report was received from Mr J M Ward.

Mr Ward also verbally reported that:

- (1) the Police Commissioner, Lorne Green, has a survey which can be accessed on-line at www.norfolk-pcc.gov.uk which he would like as many people to complete as possible.
- (2) £5000 in grants was available to promote intergenerational working and support to older people in the county to remain independent for longer. Charity and community groups can apply on-line at www.norfolkfoundation.com until 5 August 2016.

16/186. REPORTS FROM COUNTY AND DISTRICT COUNCILLORS (CONTINUED)

- (3) young people, up to 11 years old, are invited to sign up for the libraries annual reading challenge, this year called "My Big Friendly Read". Last year 14,000 children took part reading at least 6 books during the holidays.
- (4) on Saturday 9 July 2016 he had the pleasure of attending the open air show "1549 the story of Ketts Rebellion" at Ketts Heights followed by the lighting of the beacon, one of nine performances of this play.

Following a number of questions relating to Mr Ward's written report he responded as follows:

- (1) food collected from the waste collection scheme was made into fertiliser. Savings made by extending the green collection to 3 or 4 weeks would sustain the roll out of the food waste collection across the district.
- (2) the Overview and Scrutiny Committee had a very broad remit and held the Council to account
- (3) the cost of devolution consultation leaflets would be expensive
- (4) road closures in Sprowston, due to drainage works, have been publicised and will be properly signposted.
- (5) the £10 delegate fee for attendance at the workshop on "the role that the Overview and Scrutiny can play" is to cover costs.

Mr N Shaw reported that:

- (1) he was still trying to get a bus service for the residents of Greenborough Road and Hammond Way, however having contacted First UK Bus again they would not offer a service in this area as the cost was prohibitive.
- (2) he had been re-elected as Vice-Chairman of the Strategic Aviation Special Interest Group (SASIG) and would be looking to ensure there would be no night flights from Norwich Airport.
- (3) Broadland District Council Audit Committee was to proceed with a scheme to find the best auditor.

Following a number of questions Mr Shaw responded as follows:

- (1) airport passenger duty at Norwich Airport was invested in redevelopment and explained what improvements had already been made.
- (2) the Audit Committee would decide their own criteria and they had taken the opportunity to see if there was any cost savings.

Mrs J Leggett reported that:

- (1) the Safer Neighbourhood Action Panel (SNAP) meeting had taken place on 6 July 2016. There had not been much movement on priorities as no statistics were available due to lack of staffing.

New priorities had been agreed as parking outside all schools, speeding in Proctor Road, Linacre Avenue, St. Faith's Road, Gage Road and Spixworth Road and tackling anti-social behaviour in areas of green space.

16/186. REPORTS FROM COUNTY AND DISTRICT COUNCILLORS (CONTINUED)

Nick Roberts is to join team as Beat Manager and Sarah McCue would be returning to the team in August.

The next SNAP meeting would be held 26 October 2016.

(2) she had an interesting trip around the Norwich Northern Distributor Route.

Mrs B J Lashley requested Blue Boar Lane be added to the priority for speeding in the area.

Mr W F Couzens questioned the Police reporting system as they did not seem to receive details of incidences reported on-line.

Mr I Moncur reported that a Planning Application for Chartwell Road Café was deferred due to highway issues, opening hours and access from Clabon Road.

Responding to a question Mr Moncur advised that comments had been received from the Fire Brigade.

16/187. RESIDENT'S QUESTIONS

As no residents were present the Chairman moved to next item of business.

16/188. REPORT OF THE TOWN CLERK

1.1 Broadland District Council Smokefree Play Areas

RESOLVED to participate in a proposed initiative for smokefree play areas in the Norwich Clinical Commissioning Group.

CEMETERY

2.1 No Matters were reported

STREET LIGHTING

3.1 No matters were reported

CENTRAL ADMINISTRATION

4.1 No matters were reported

PLANNING AND TRANSPORTATION

5.1 Broadland District Council - Adoption of the Growth Triangle Area Action Plan - Regulation 26 of the Town and Country Planning (Local Planning) (England) Regulations 2012

Members noted that Broadland District Council had resolved to adopt the above Growth Triangle Area Action Plan - Regulation 26 of the Town and Country Planning (Local Planning) (England) Regulations 2012

16/189. MEETING ADJOURNMENT

On the motion of Mr K Lashley, seconded by Mr R J Knowles it was **RESOLVED** to adjourn the meeting for a short break.

The meeting was reconvened.

16/190. PLANNING

The Town Clerk reported that observations had been requested by the District Council's Head of Planning on applications received since the last meeting.

Having considered each application and the accompanying plans the Council

RESOLVED

- (a) to raise no objection to the granting of planning application 2016/1186 - proposed new development of up to 300 dwellings - screening option at Racecourse Plantation, Plumstead Road, Thorpe St. Andrew
- (b) to oppose the granting of planning application 2016/ 1058 - variation of Conditions of Outline Planning Permission 20121516 (The Development of Land North of Sprowston and Old Catton to Provide Up To 3,520 Dwellings; Up to 16,800 Square Metres of Employment Space; Up To 8,800 Square Metres of Space of Shops, Services, Cafes, Restaurants and Drinking Establishments; Up to 1,000 Square Metres of Hotel Accommodation; Two Primary Schools; Up to 2,000 Square Metres of Community Space Including a Health Centre, Library and Community Halls; An Energy Centre; Cycle and Vehicle Parking for Residents, Visitors and Staff; Landscaping and Public Open Space for Amenity, Recreation and Food-Growing; Ecological Mitigation and Enhancement; Utilities and Sustainable Urban Drainage Infrastructure; And Pedestrian, Cycle and Vehicular Accesses) at land to the north of Sprowston and Old Catton between Wroxham Road and St Faiths Road on the grounds My Council were opposed to the granting of this application on the grounds that:
 - this application does not meet the criteria set out in the original plan
 - no consideration or documentation has been given to show how visitors in vehicles will access Beeston Park, or subsequent parking arrangements
 - there should be no vehicular access to the new development from Beeston Lane and proper measures in place to prevent this
 - vehicular access to Beeston Park should be via the new development with appropriate parking and proper measures in place to prevent access from Beeston Lane.
 - the proposed bus service is inadequate and will impact on existing services to other areas. More thought needs to be given to a holistic approach to connect all public services.
 - the original plan detailed market tenure but there is no mention in this application.
 - the business centre will not be built until the last phase of development giving no employment opportunities, effectively creating a large housing estate with no facilities or links to the airport.
 - 7000 square metres was identified for community space to include a Health Centre, Library and Community Halls, this application only has 2000 square metres which is insufficient to accommodate all of these facilities.

16/190. PLANNING (CONTINUED)

- there is no indication where the Health Centre will be located or consideration to the impact this proposal will have on existing facilities in the area. The Health Centre should ideally be provided earlier in the phasing.
- (c) to oppose the granting of planning application 2016/1116 - 1 No Illuminated Fascia Sign, 1 No Illuminated Wall Mounted Sign & 1 No Illuminated Free Standing Double Sided Pylon at Desira Motor Company, 261 Wroxham Road on the grounds that this level of illumination is an unneighbourly form of development.
- (d) to oppose the granting of planning application 2016/1020 - Change of Use of Integral Garage to Beauty Salon - 37A, Neville Road on the grounds that that it is an unneighbourly form of development with limited parking for employees and customers. However, if the Planning Authority is minded to grant this application there should be very discreet non-illuminated signage and restricted opening hours in this predominantly residential area.

16/191. REPORTS FROM COUNCIL'S COMMITTEES AND WORKING GROUPS

No written reports were received.

16/192. REPORTS FROM MEMBERS REPRESENTING THE COUNCIL ON OUTSIDE ORGANISATIONS

No written reports were received.

16/193. PAYMENT OF ACCOUNTS

The Town Clerk and Responsible Financial Officer presented the schedule and supplementary schedule of accounts to 20 July 2016 totalling £100,164.07 and £29,679.19 and answered Members' questions arising therefrom.

On the motion of Mr R J Knowles, seconded by Mr J H Mallen it was

RESOLVED that payment of the accounts and supplementary accounts to 20 July 2016 totalling £100,164.07 and £29,679.19 be approved and the schedules authorising payment signed by Mr J H Mallen and Mr R A Fowkes.

The Town Clerk tabled a report on Barclays Bank PLC charges which will be applied to the Town Council's bank accounts with effect from 13 August 2016.

Having carefully considered the report and recommendation to reduce the number of accounts held it was

RESOLVED to authorise the Town Clerk to discuss her recommended changes with the Council's Auditors and implement as appropriate.

16/194. SCHEDULE OF CREDIT CARD PAYMENTS

The schedule of credit card payments totalling £552.27 was approved and noted.

16/195. SCHEDULE OF DIRECT DEBITS

The schedule and supplementary schedule of direct debit payments totalling £3,427.86 and £138.00 was approved and noted.

There being no other necessary business the Chairman of the Council thanked Members for their attendance and declared the meeting closed.

31 August 2016

CHAIRMAN

21st August 2016

Report from Councillor John Ward

Broadland District Council

A campaign to encourage good recycling called BIN IT TO WIN IT will see two households winning £50 vouchers if they have put all the correct items into their recycling bins.

Staff from BDC, NPS and Norwich Fringe Project got hands on to create a woodland walk and animal shelter at the new Carrowbeck Meadow housing development in Hellesdon.

As Chairman, I was pleased to spend the morning on 9th August at the annual Broadland Active Event Day held at Sprowston Community High School. I took part in many of the activities including archery and walking football. A whole range of activities including swimming are available free for 12 sessions to any of our residents wishing to get fit.

Nominations are being sought for "Broadland Community at Heart Awards 2016" This will celebrate those in our communities who go above and beyond what is expected of them to improve the lives of others. The deadline for submission is 5th September www.broadland.gov.uk/heart

Norfolk County Council

On 25th July I chaired the Full Council Meeting due to the Chairman's illness. At that meeting we voted to accept into Norfolk, 50 Syrian refugees. Voting was 64 in favour and 6 against.

Additional work on the Postwick Hub to put in a segregated left turn lane will be completed in early September and the first tarmac has now been laid on a feeder road to the Northern Distributor Road. The project is on schedule and the whole of the NDR should be open to traffic by Christmas 2017.

The on going drainage works will require the closure of Stonehouse Road from the junction with Cozens Hardy Road to the junction with Blenheim Road from 29th August to 12th September and of Colindeep Lane from the junction with Edwards Road to the junction with Allens Lane from 5th September to 7th October. Limited access to properties will be allowed..

COUNCIL MEETING – 31 AUGUST 2016

Report of the Town Clerk

COMMUNITY BUILDINGS, ALLOTMENTS, PARKS AND OPEN SPACES

1.1.1 Land between Gurney Drive and Cottage Plantation and Amenity Area at Rowan Court

West Norfolk Tomatoes Limited has ownership of land between Gurney Drive and Cottage Plantation (shown on the attached plan). The amenity land is currently sporadically maintained by a resident on a voluntary basis without authority ie cutting of brambles. West Norfolk Tomatoes Limited would be willing to transfer the land remaining in the Title Deed NK63360, copy attached, to this Council freehold at nil cost. The cost to the Council would be in Solicitors fees to enact the transfer.

Cottage Plantation is leased to Broadland District Council by the Gurney family, using Savills as agents, on a rolling informal lease with a peppercorn rent. Acquisition by this Council of the above land would secure the entrance from Birch Court to Cottage Plantation.

Option: for the Council to discuss the formal adoption of this land.

1.1.2 Cottage Plantation

To coincide with the acquisition of the above and Harrisons Wood Broadland District Council would be willing to relinquish their lease with the Gurney family, under the management of Savills, with NPLaw formalising a lease at a cost of approximately £500 to this Council, for a term to be determined.

If this Council were to agree to the above transfer then there would be an ongoing maintenance commitment. At present Cottage Plantation is maintained by the Norwich Fringe Project (NFP) with Broadland Officers seconded to this organisation, also overseeing the works at Harrisons Wood. An initial estimate of £2,000 per annum to provide NFP staff time 5 to 10 days over the course of the year, including production of the management plan, work plan, tree safety audit organising tree safety work and carrying out management work on site with volunteers. There is a current estimated management cost of approximately 5 days tree safety work a year at £400 a day.

This Council has agreed to take ownership of Harrisons Wood with a commuted sum and continue the maintenance provision provided by NFP supported by our own grounds staff. The Council could now consider the peppercorn lease for Cottage Plantation to commence at the same time.

Option: for the Council to discuss a lease of Cottage Plantation.

1.2 Sprowston Pavilion Recreation Ground Road

On 1 September damage to the thatch and a broken roof lantern at the Pavilion was discovered which had taken place after the park closed the previous evening. Work to repair the thatch has been completed and

quotations are being sourced for the replacement of the roof lantern. The Police and the Council's Insurers have been informed. This is reported for Members information following a spate of mindless vandalism to Council property including damage to play equipment, the defibrillator at the Recreation Ground and toilets at Sparhawk Park.

1.3 Wilks Farm Drive Larger Play Area

During 2011 an annual inspection was carried out including Wilks Farm Drive larger play area and the multi-play junior unit was identified as fixtures loose particularly finger traps in the wooden logs and a head trap in the metal railings. At the time the ramps were replaced with the Council instructing that as this play area would be suitable for refurbishment of equipment, funds permitting, then any future failure should result in the removal of any equipment at this site. This piece of equipment has been vandalised on a number of occasions, recently resulting in the removal of the only remaining ramp. In view of the above resolution by Council I have obtained a quotation for removal of the multi-play junior unit making good the wetpour at a cost of £1,853.40 from FLP Outdoor Play Solutions.

For information a second quotation has been sourced from the same company to replace the multi-play junior unit at a cost of £15,042.02. However, all the equipment at this area is in need of replacement in the short term and a full replacement scheme with enclosure railings has been sourced from Sovereign Play in January 2015 for a sum of £54,350.22.

Recommendation: to authorise the Town Clerk to remove the multi-play junior unit in accordance with the received quotation.

CEMETERY

2.1 No matters to report.

STREET LIGHTING

3.1 No matters to report.

CENTRAL ADMINISTRATION AND PERSONNEL

4.1 Appointment of Grounds Maintenance Person

Following interviews for the above position I make the recommendation to appoint Mr David Bircham to the post at a salary grade commencement of spinal column point 21 to 25, commencing 1st September 2016 in keeping with existing members of the grounds maintenance staff recently regraded.

Recommendation: appointment of Grounds Maintenance Person.

4.2 Greater Norwich Growth Board – Loan

Referring to Minute 16/087 at the Council meeting on 6 April 2016 it was resolved to:-

- a) instruct the Town Clerk to seek the DCLG approval for the proposed borrowing of a £1.5m, 50 year annuity loan from the Public Works Loan Board;

- b) await the decision of the GNGB; and
- c) instruct Bidwell to proceed with the development of Sprowston Diamond Centre in accordance with the agreed plan submitted to Council at the previous meeting.

Further to the above, a meeting was held between Broadland District Council officers, Norfolk County Council acting for the Greater Norwich Growth Board, your Chairman and Town Clerk to ascertain if the Town Councils application to borrow £1m from the GNGB could be supported. Details of the terms were sent to this Council in an attached email from Andrew Skiggs of Norfolk County Council, subject to a Facility Agreement similar to the one offered to Old Catton Parish Council, attached.

A loan application has been made to DCLG through the Association of Local Councils which has been verbally approved for £1.5m.

The financial terms of the GNGB together with a schedule of the PWLB rates are attached for comparison. The Council has an option to borrow £1m from the GNGB with an additional loan from the PWLB for £500,000; or to borrow £1.5m from the PWLB.

Recommendation: to instruct the Town Clerk as to the Council's preferred funding stream.

4.3 Financial Regulations

In view of changes to banking arrangements under Minute 16/193 of the 20 July 2016 meeting and in accordance with advice from Auditing Solutions Limited, the following amendments to Financial Regulations are recommended.

6.21 b) Income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.

Change to "Income received **from casual sports hire may at the discretion of the RFO be paid into the petty cash float**".

This will result in a saving of bank charges on depositing the funds and drawing petty cash from the bank account. For information so far this year we have received £70 in casual fees.

9.5 All sums received on behalf of the council shall be banked intact as directed by the RFO. In cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.

Change to "All sums received on behalf of the council shall be banked intact as directed by the RFO **with the exception of 6.21 b) above**. In cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary."

Recommendation: to amend the Financial Regulations as above.

PLANNING AND TRANSPORTATION

5.1 Broadland District Council – Community Workshop

Attached, is a flyer giving details of a workshop “From Droughts to Downpours – Preparing for Severe Weather in Broadland”.

Option: for Members to identify attendance so that a place can be booked at this workshop.

5.2 Broadland District Council – Community at Heart 2016

Attached, is an email from the Communications Officer at Broadland District Council, requesting nominations for the Broadland Community at Heart Awards 2016.

5.3 Broadland District Council – Greater Norwich Local Plan – Broadland Town and Parish Council Issues Workshop

Attached, is an email from the Greater Norwich Local Plan Team inviting Town and Parish Councils to a workshop session being held at Thorpe Lodge on Wednesday 21 September between 7pm and 9pm. The Issues Paper accompanying this email is available on request. Broadland has advised that the Annual Meeting of Town and Parish Councils will be held in November.

Option: for Members to identify attendance so that a place can be booked at this workshop.

5.4 Norwich Northern Distributor Local Authority Forum

Attached, is an email from the Community Liaison Officer (NDR) advising of the second forum to be held at County Hall (Edwards Room) on Wednesday 14 September at 6.30pm.

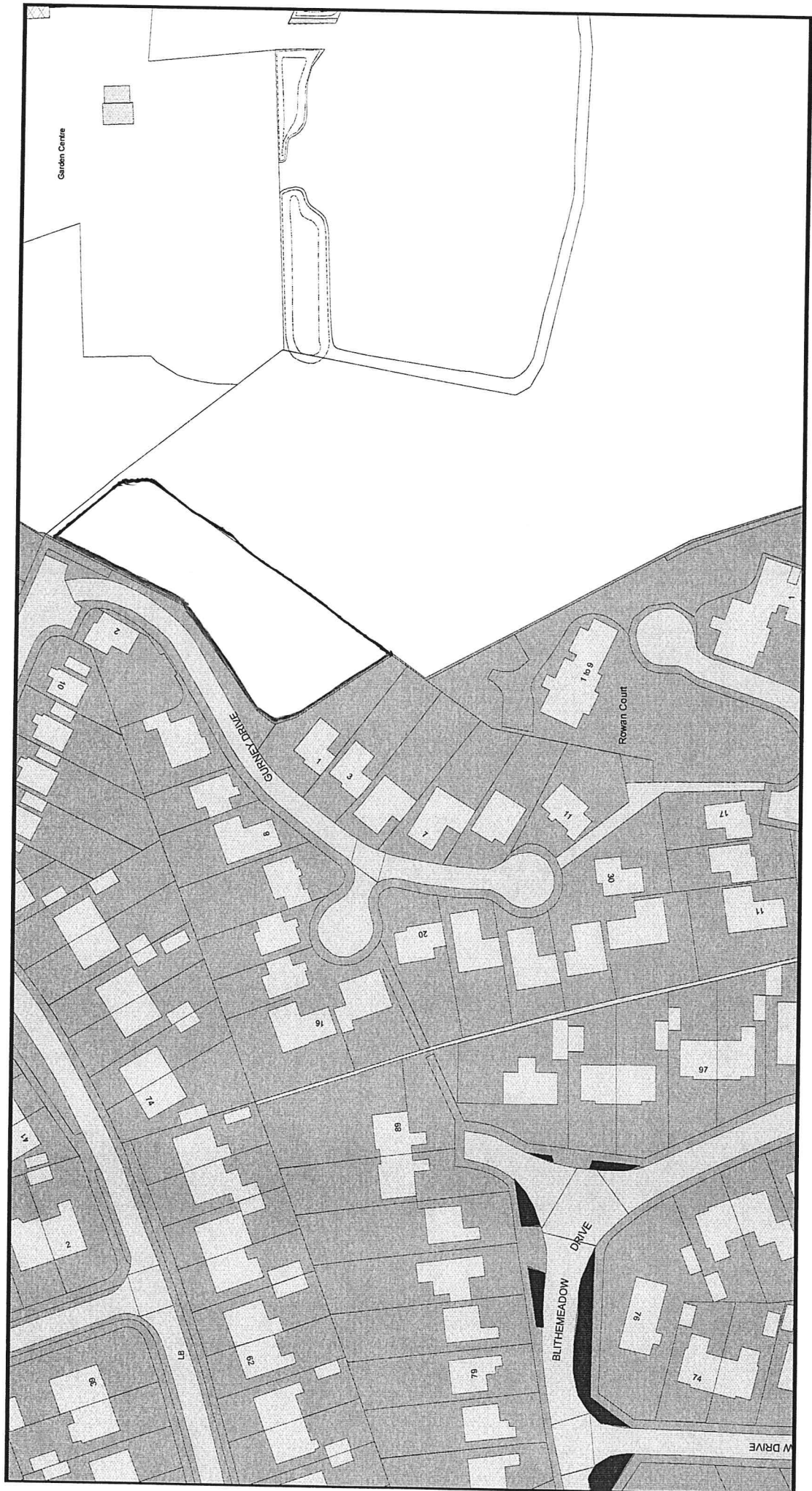
Option: for Members to identify attendance so that a place can be booked at this workshop.

ENCLOSURES

- 6.1.1** Sprowston, Spixworth and Old Catton draft SNAP meeting minutes 6 July.
- 6.1.2** Paston Footprints Project press release and flyer.



**June Hunt
Town Clerk**



Ms Evelyn Elliot
Sprowston Town Council
Council Offices
Sprowston Diamond Centre
School Lane
Sprowston, Norwich
NR7 8TR
England

Ref: 24532
Tuesday, 09 August 2016

Telephone:

Dear Ms Elliot

Your Playground Maintenance Quotation

We have pleasure in submitting our quotation for identified remedial repairs / maintenance work.

All our maintenance work is carried out to the European Playground Standards of EN1176 and EN1177. All of our inspectors and field engineers also hold DBS certificates.

I hope you find all of this helpful. Please let me know if you require any further advice at all, or any information concerning the services we offer.

Quotation No.: 24532

| Code | Product | Qty | Each | Value |
|-------------|---|-----|--------|---------|
| DESLAINS004 | Site preparation including removal of existing multiplay unit. | 1 | 850.00 | £850.00 |
| BASE09 | Skip on site for general waste including - Soil, Bark, Timbers, Equipment. All waste is transferred to a registered recycling for further processing. | 1 | 250.00 | £250.00 |
| WET05FLP | 70mm Black Wetpour consisting of a 50mm SBR impact base layer and 20mm EPDM wearing course providing a 1.8m critical fall height * MAKE GOOD AFTER REMOVAL | 10 | 75.34 | £753.40 |

| | |
|-------------------|-----------|
| Grand Total + VAT | £1,853.40 |
|-------------------|-----------|

From: Phil Courtier <phil.courtier@broadland.gov.uk>
Sent: 21 July 2016 08:36
To: JHunt
Subject: FW: Diamond Centre
Attachments: Broadland - Diamond Centre Sprowston TC.xlsx

From: Skiggs, Andrew - Finance [<mailto:andrew.skiggs@norfolk.gov.uk>]
Sent: 20 June 2016 15:58
To: Phil Courtier
Cc: Goodwin, Ellen; Broadhead, Amy
Subject: Diamond Centre

Phil

Thanks for Friday, I think that it was really helpful to talk to Sprowston around this.

I have reviewed the model that I was using and I am ok that the assumptions remain valid. I have checked the PWLB rates this morning and they haven't changed significantly but a final rate would just need to be included in the legal agreement

We talked around the fact that they would like to go ahead on the presumption of option 3, which was around repayment starting in 3 years' time, which is fine, although I have been assuming that interest would be charged from when they drawdown the loan? Which is also related to the question around when and how that interest is paid?

The two main options around the interest would be:

- STC pay the interest cost annually, at current rates this is around £11k pa, until they start to repay the loan and then it reduces, this is calculated on an "interest only" type basis
- The interest is calculated on a compound basis and repaid from the CIL receipts as part of the repayment, i.e. interest doesn't start to be repaid until year 3.

It doesn't make a significant difference in the overall interest charge

I think the other main issue that I needed to address was around what the possible interest rate would be if Sprowston hadn't repaid this within the 5 years and what the cash implications of this would be. If we assume that there is no repayment until 2019/20 then technically repayment doesn't finish until year 6, but I don't see that as a significant issue and therefore would work on the basis that the loan is effectively over 6 years.

As we are not intending to borrow specifically to fund this loan to STC, I think the main issue is for the Board to consider would be, if they haven't fully repaid this within the 6 years there may be a lack of available funding to support other projects, for which we would then need to borrow. Clearly there are a number of variables in this:

- How much they may have repaid
- The total amount of CIL in the pooled pot
- The number of other projects that may need to be funded from the pooled pot
- Interest Rates in 5/6 years' time

Non, of which Sprowston have any control over.

Therefore my suggestion would be:

- Interest would be charged from when STC draw down the loan
- STC would be responsible for meeting the interest charges throughout the first 6 years that the loan is outstanding, from their increased revenues
- They would repay the loan as soon as possible, but the expectation would be that there would be no repayment until 2019/20 (although early repayment would be ok and would reduce the amount of interest charged)
- If the loan remains outstanding longer than the current planned 6 years, then interest would be calculated on any outstanding balance based on whatever the prevailing PWLB rate would be (the period to be determined by the estimated time to fully repay the loan). In this case STC could use some of the community CIL receipts to meet the costs of interest.

Hopefully this makes sense, but give me a call if you need to talk this through

Thanks

Andrew Skiggs
Finance business partner CES
01603 223144
Andrew.skiggs@norfolk.gov.uk

--

To see our email disclaimer click here <http://www.norfolk.gov.uk/emaildisclaimer>

| | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | 2021/22 | 2022/23 | total |
|--|--|------------------------|----------------|----------------|----------------|----------------|----------------|--------------|
| Housing Trajectory for Sprowston area as outlined in the Growth Triangle Area Action Plan 2014 – up to 2022/23 - Neighbourhood 25% Element | | | | | | | | |
| | 137,250 | 387,000 | 537,750 | 578,250 | 585,000 | 585,000 | 585,000 | 3,395,250 |
| Sensitivity | 137,250 | 387,000 | 537,750 | 578,250 | 585,000 | 585,000 | 585,000 | 3,395,250 |
| Profile | 137,250 | 387,000 | 537,750 | 578,250 | 585,000 | 585,000 | 585,000 | 3,395,250 |
| A | 2016/17 | 2017/18 | 2018/19 | 2019/20 | 2020/21 | 2021/22 | 2022/23 | total |
| Housing Trajectory for Sprowston area as outlined in the Growth Triangle Area Action Plan 2014 – up to 2022/23 - Neighbourhood 25% Element | | | | | | | | |
| | 137,250 | 387,000 | 537,750 | 578,250 | 585,000 | 585,000 | 585,000 | 3,395,250 |
| B | Forecast if developments do not begin until 2019 | | | | | | | |
| | Neighbourhood 25% Element | 288,000 | 576,000 | 576,000 | 576,000 | 578,250 | 578,250 | 2,018,250 |
| Outstanding balance B/F | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 712,000 | 136,000 | | |
| Repayment | | | | (288,000) | (576,000) | (136,000) | | |
| interest | 10,600 | 10,600 | 10,600 | 10,600 | 7,547 | 1,442 | | |
| Balance C/F | 1,000,000 | 1,000,000 | 1,000,000 | 712,000 | 136,000 | | | 51,389 |
| interest Rate | | 1.06% | | | | | | |
| Loaned amount | | 1,000,000 | | | | | | |
| Assumed CIL Trajectory | | B | | | | | | |
| Loan period | | 5 years | | | | | | |
| Repayment based on | | Assumed CIL Trajectory | | | | | | |
| Assume STC pays interest | | Y | | | | | | |

PWL B

FIXED RATE LOANS - ESTIMATED REPAYMENT COSTS

Amount of Advance: 500,000.00

| Period (years) | Annuity | | | EIP | | | |
|----------------------|-------------|----------------------|-------------------|-------------|-------------------------------|-------------------------------|-------------------|
| | Rate (%) | ½ Yearly Cost (£) | Total Cost (£) | Rate (%) | Initial ½ Yearly Costs (£) | Reduces by each ½ year (£) | Total Cost (£) |
| Over 4½ not over 5 | 1.11 | 51,538.93 | 515,389.30 | 1.11 | 52,775.00 | 277.50 | 515,262.50 |
| Over 9½ not over 10 | 1.25 | 26,672.99 | 533,459.80 | 1.25 | 28,125.00 | 156.25 | 532,812.50 |
| Over 14½ not over 15 | 1.49 | 18,660.24 | 559,807.20 | 1.48 | 20,366.67 | 123.33 | 557,350.00 |
| Over 19½ not over 20 | 1.74 | 14,854.66 | 594,186.40 | 1.72 | 16,800.00 | 107.50 | 588,150.00 |
| Over 24½ not over 25 | 1.96 | 12,697.25 | 634,862.50 | 1.93 | 14,825.00 | 96.50 | 623,037.50 |
| Over 29½ not over 30 | 2.14 | 11,335.63 | 680,137.80 | 2.09 | 13,558.34 | 87.08 | 659,362.50 |
| Over 39½ not over 40 | 2.34 | 9,658.73 | 772,698.40 | 2.30 | 12,000.00 | 71.88 | 732,875.00 |
| Over 49½ not over 50 | 2.37 | 8,560.70 | 856,070.00 | 2.38 | 10,950.00 | 59.50 | 800,475.00 |

- Note:**
1. Although this report provides figures for repayment periods of between 5 and 50 years, in practice loans may be repaid over any period between 2 and 50 years.
 2. Amounts payable on loans from the Board are calculated on the assumption that loans will run their full term as agreed when the loans were originally made.
 3. If a borrower wishes to make a premature repayment of a loan, either in whole or in part, it should contact the Board giving full details beforehand. The Board will usually agree to accept this request but it should be noted that a premium will be payable when the interest rate on the loan to be repaid is higher than the current interest rate for a loan repayable by the same method and over the same period as that remaining on the loan which it is proposed to repay. When the interest rate on the loan to be repaid is lower than the current interest rate, a discount will be allowed.

Use of these data assumes compliance with the DMO's terms of use

[terms of use](#)<http://www.dmo.gov.uk/celLogon.aspx?page=about&rptCode=D9A>

Page 1 of 1

PWLB

FIXED RATE LOANS - ESTIMATED REPAYMENT COSTS

Amount of Advance: 1,500,000.00

| Period (years) | Annuity | | | EIP | | | |
|----------------------|----------|-------------------|----------------|----------|----------------------------|----------------------------|----------------|
| | Rate (%) | ½ Yearly Cost (£) | Total Cost (£) | Rate (%) | Initial ½ Yearly Costs (£) | Reduces by each ½ year (£) | Total Cost (£) |
| Over 4½ not over 5 | 1.11 | 154,616.77 | 1,546,167.70 | 1.11 | 158,325.00 | 832.50 | 1,545,787.50 |
| Over 9½ not over 10 | 1.25 | 80,018.96 | 1,600,379.20 | 1.25 | 84,375.00 | 468.75 | 1,598,437.50 |
| Over 14½ not over 15 | 1.49 | 55,980.72 | 1,679,421.60 | 1.48 | 61,100.00 | 370.00 | 1,672,050.00 |
| Over 19½ not over 20 | 1.74 | 44,563.96 | 1,782,558.40 | 1.72 | 50,400.00 | 322.50 | 1,764,450.00 |
| Over 24½ not over 25 | 1.96 | 38,091.74 | 1,904,587.00 | 1.93 | 44,475.00 | 289.50 | 1,869,112.50 |
| Over 29½ not over 30 | 2.14 | 34,006.88 | 2,040,412.80 | 2.09 | 40,675.00 | 261.25 | 1,978,087.50 |
| Over 39½ not over 40 | 2.34 | 28,976.19 | 2,318,095.20 | 2.30 | 36,000.00 | 215.63 | 2,198,625.00 |
| Over 49½ not over 50 | 2.37 | 25,682.10 | 2,568,210.00 | 2.38 | 32,850.00 | 178.50 | 2,401,425.00 |

- Note:**
1. Although this report provides figures for repayment periods of between 5 and 50 years, in practice loans may be repaid over any period between 2 and 50 years.
 2. Amounts payable on loans from the Board are calculated on the assumption that loans will run their full term as agreed when the loans were originally made.
 3. If a borrower wishes to make a premature repayment of a loan, either in whole or in part, it should contact the Board giving full details beforehand. The Board will usually agree to accept this request but it should be noted that a premium will be payable when the interest rate on the loan to be repaid is higher than the current interest rate for a loan repayable by the same method and over the same period as that remaining on the loan which it is proposed to repay. When the interest rate on the loan to be repaid is lower than the current interest rate, a discount will be allowed.

Use of these data assumes compliance with the DMO's terms of use

[terms of use](#)<http://www.dmo.gov.uk/celOgon.aspx?page=about&rptCode=D9A>

Page 1 of 1

Dated

2016

OLD CATTON PARISH COUNCIL
and
BROADLAND DISTRICT COUNCIL

Facility Agreement

TABLE OF CONTENTS

| | | |
|-----|--|---------------------------------------|
| 1. | Definitions and Interpretation | 3 |
| 2. | The Facility | 56 |
| 3. | Purpose | 6 |
| 4. | Drawing | 67 |
| 5. | Interest..... | 67 |
| 6. | Costs | 67 |
| 7. | Repayment | 67 |
| 8. | Payments..... | 7 |
| 9. | Representations and warranties | 78 |
| 10. | Covenants..... | Error! Bookmark not defined. 9 |
| 11. | Events of Default | 710 |
| 12. | Calculations, accounts and certificates | 810 |
| 13. | Amendments, Waivers and Consents and Remedies..... | 810 |
| 14. | Severance..... | 911 |
| 15. | Assignment and transfer | 911 |
| 16. | Third party rights..... | 911 |
| 17. | Notices..... | 911 |
| 18. | Governing law and jurisdiction | 1012 |

THIS AGREEMENT IS MADE ON THE DAY OF 2016

BETWEEN

- (1) OLD CATTON PARISH COUNCIL of The Pavilion, Church Street, Old Catton, Norwich, Norfolk NR6 7DS (the **Borrower**); and
- (2) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk NR7 0DU (the **Lender**).

RECITALS

The Lender has agreed to provide the Borrower with an unsecured term loan facility of £38,000.

IT IS HEREBY AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

The following definitions apply in this agreement.

Availability Period: the period from and including the date of this agreement to and including 31 January 2017.

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

CIL: means the Community Infrastructure Levy pursuant to the Planning Act 2008 and Community Infrastructure Levy Regulations 2010 or equivalent or replacement developer tax or levy as implemented from time to time;

Event of Default: any event or circumstance listed in clause 10.144.4 to clause **Error! Reference source not found.**2.4

Facility: the term loan facility made available under this agreement.

Final Repayment Date: 31 March 2021

Indebtedness: any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.

Loan: a loan made or to be made by the Lender to the Borrower under this agreement or the principal amount outstanding for the time being of that loan.

Potential Event of Default: any event or circumstance specified in clause 10.144.4 to clause **Error! Reference source not found.** that would, on the giving of notice, expiry of any grace period or making of any determination under this agreement, or satisfaction of any

other condition (or any combination thereof), become an Event of Default.

Sterling and £: the lawful currency of the UK.

Total Facility Amount: the maximum principal amount of the Facility referred to in clause 2.

1.2 Interpretation

In this agreement:

- 1.2.1 clause headings shall not affect the interpretation of this agreement;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes fax and email.
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this agreement** (or any provision of it) or to any other agreement or document referred to in this agreement is a reference to this agreement, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this agreement) from time to time;

- 1.2.11 unless the context otherwise requires, a reference to a clause is to a clause of this agreement;
- 1.2.12 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16 a reference to a **certified copy** of a document means a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by a director or the secretary of the party delivering the document;
- 1.2.17 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.18 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it;
- 1.2.19 a reference to a **disposal** of any asset, undertaking or business includes a sale, lease, licence, transfer, loan or other disposal by a person of that asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions); and
- 1.2.20 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

2. THE FACILITY

The Lender grants to the Borrower an unsecured Sterling term loan facility of a total principal amount not exceeding £38,000 on the terms, and subject to the conditions, of this agreement.

3. PURPOSE

- 3.1 The Borrower shall use all money borrowed under this agreement for important infrastructure/community developments at Catton Park, Norwich, Norfolk.

4. DRAWING

- 4.1 The Borrower may utilise the Facility during the Availability Period in not more than 4 Loans. To do this, the Borrower shall give the Lender at least one Business Day's prior notice of the date on which the Borrower wants to draw down the Loan specifying the amount of the proposed Loan, the Business Day on which it is to be made and the bank account to which payment is to be made. The amount of the Loan shall not exceed the Total Facility Amount.
- 4.2 Any notice given under clause 4.1 will be irrevocable.
- 4.3 Any amount of the Facility not drawn down during the Availability Period will automatically be cancelled at the end of the Availability Period.

5. INTEREST

- 5.1 The Borrower shall pay interest on the Loan at a percentage equivalent to the base rate for the time being of [FULL NAME OF BANK].
- 5.2 Interest shall accrue daily and shall be payable annually, in arrear, on each anniversary of this agreement including the Final Repayment Date.

6. COSTS

- 6.1 The Borrower shall pay, within three Business Days of demand, all costs and expenses (together with any value added tax on them) that the Lender incurs in connection with the extension, alteration, preservation and enforcement of the Loan and this agreement.
- 6.2 The Borrower shall pay any stamp, documentary and other similar duties and taxes to which this agreement may be subject, or give rise and shall indemnify the Lender against any losses or liabilities that it may incur as a result of any delay or omission by the Borrower in paying any such duties or taxes.

7. REPAYMENT

The Borrower shall pay to the Lender all CIL receipts received by the Borrower until the Loan and any Interest is repaid in full. In the event that the anticipated local CIL receipts are not paid to the Lender in accordance with this clause then the Borrower shall repay the balance of the outstanding Loan and any Interest in full on the Final Repayment Date unless an extension of time is agreed by the Lender acting reasonably.

8. PAYMENTS

- 8.1 All payments made by the Borrower under this agreement shall be in Sterling and in immediately available cleared funds to the Lender at its account number [XXXXXXXX] sort code [XX-XX-XX] with [NAME OF LENDER'S BANK] of [ADDRESS] or such other account as the Lender may notify the Borrower.
- 8.2 If any payment becomes due on a day that is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day, or, if that Business Day falls in the following calendar month, such due date shall be the immediately preceding Business Day.
- 8.3 All payments made by the Borrower under this agreement shall be made in full, without set-off, counterclaim or condition, and free and clear of, and without any deduction or withholding.

9. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender on the date of this agreement:

9.1 It:

- 9.1.1 has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of, this agreement and the transactions contemplated by it.

9.2 It has obtained all required authorisations to enable it to enter into, exercise its rights and comply with its obligations in this agreement. All such authorisations are in full force and effect.

9.3 Its obligations under this agreement are legal, valid, binding and enforceable in accordance with its terms.

9.4 Each of the representations and warranties in this clause 9 is deemed to be repeated by the Borrower on:

9.4.1 the date of the request to draw down the Loan;

9.4.2 the date that the Loan is actually drawn down; and

9.4.3 each date immediately succeeding the date on which interest is paid under this agreement in accordance with clause 5.2,

by reference to the facts and circumstances existing on each such date.

10. EVENTS OF DEFAULT

Each of the events or circumstances set out in this clause 11 is an Event of Default.

- 10.1 The Borrower fails to pay any sum payable by it under this agreement unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date.
- 10.2 The Borrower fails (other than by failing to pay), to comply with any provision of this agreement and (if the Lender considers, acting reasonably, that the default is capable of remedy), such default is not remedied within 14 Business Days of the earlier of:
 - 10.2.1 the Lender notifying the Borrower of the default and the remedy required;
 - 10.2.2 the Borrower becoming aware of the default.
- 10.3 Any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, this agreement is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.
- 10.4 The Borrower repudiates or evidences an intention to repudiate this agreement.

11. CALCULATIONS, ACCOUNTS AND CERTIFICATES

- 11.1 Any interest, commission or fee under this agreement shall accrue on a day-to-day basis, calculated according to the number of actual days elapsed and a year of 365 days.
- 11.2 The Lender shall maintain accounts evidencing the amounts owed to it by the Borrower, in accordance with its usual practice. Entries in those accounts shall be prima facie evidence of the existence and amount of the Borrower's obligations as recorded in them.
- 11.3 If the Lender issues any certificate, determination or notification of a rate or any amount payable under this agreement it shall be (in the absence of manifest error) conclusive evidence of the matter to which it relates.

12. AMENDMENTS, WAIVERS AND CONSENTS AND REMEDIES

- 12.1 No amendment of this agreement shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorised representative).
- 12.2 A waiver of any right or remedy under this agreement or by law, or any consent given under this agreement is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

- 12.3 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this agreement. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this agreement by the Lender shall be effective unless it is in writing.
- 12.4 The rights and remedies provided under this agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

13. SEVERANCE

If any provision (or part of a provision) of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this agreement.

14. ASSIGNMENT AND TRANSFER

- 14.1 The Lender may assign any of its rights under this agreement or transfer all its rights or obligations by novation.
- 14.2 The Borrower may not assign any of its rights or transfer any of its rights or obligations under this agreement.

15. THIRD PARTY RIGHTS

- 15.1 Except as expressly provided in this agreement, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16. NOTICES

- 16.1 Any notice or other communication given to a party under or in connection with, this agreement shall be:
- 16.1.1 in writing;
- 16.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- 16.1.3 sent to:
- (a) the Borrower at:

The Pavilion, Church Street, Old Catton, Norwich,
Norfolk NR6 7DS

Attention: The Clerk to Old Catton Parish Council

- (b) the Lender at:
- (c) Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew,
Norwich, Norfolk NR7 0DU
- (d) Attention: Mr Phil Courtier

or to any other address or fax number as is notified in writing by one party to the other from time to time.

- 16.2 Any notice or other communication that the Lender gives to the Borrower under or in connection with, this agreement shall be deemed to have been received:

16.2.1 if delivered by hand, at the time it is left at the relevant address;

16.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

16.2.3 if sent by fax, when received in legible form.

- 16.3 A notice or other communication given as described in clause ~~16.2.1~~ ~~17.2.1~~ or clause ~~16.2.3~~ ~~17.2.3~~ on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

- 16.4 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

17. GOVERNING LAW AND JURISDICTION

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

- 17.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim that arises out of, or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

In witness whereof this document has been executed and delivered on the date first stated above.

Signed by []

For and on behalf of Clerk to the Council

OLD CATTON PARISH COUNCIL

Signed by []

For and on behalf of BROADLAND Authorised signatory
DISTRICT COUNCIL

‘From Droughts to Downpours – Preparing for Severe Weather in Broadland’

**Community Workshop Saturday 1st October Acle Recreation
Centre 10:30 – 14:00**

Over the last few years communities around the UK have had to deal with all kinds of severe weather from torrential downpours causing surface water flooding to heatwaves, droughts, high winds or heavy snow.

The impacts on communities vary from minor travel disruption to power cuts or even destruction of property when flooding hits.

A changing climate means that these severe weather events could become more frequent and with this in mind BDC together with Norfolk County Council, The Broads Authority, Environment Agency and Met Office is running a Severe Weather Workshop to help communities prepare.

This free workshop will take place on Saturday 1st October at Acle Recreation Centre and will run from 10:30 to 14:00 with refreshments and lunch provided.

With input and discussion from agency experts and fellow communities the event will provide a great opportunity to share ideas and build some strong resilience networks.

Everyone is welcome from those who are curious about the impact of severe weather to those with emergency plans in place. No previous experience is necessary so come along and join the fun!

To book a place please contact Simon Faraday-Drake (Broadland Emergency Planning Manager) on 01603 430 434 or email emergency-planning@broadland.gov.uk

From: Sarah Boughen <Sarah.Boughen@broadland.gov.uk>
Sent: 09 August 2016 11:36
Subject: Broadland Community at Heart Awards
Attachments: Community at Heart 2016 poter.pdf

Hello,

I am writing to let you know that nominations are now open for the Broadland Community at Heart Awards 2016 which will celebrate those within our communities who go above and beyond what is expected of them just to improve the lives of others.

I am hoping that you will be able to tell your councillors and members of your community about the awards to encourage as many nominations as possible. I have also attached a poster about the awards in case this is useful and please feel free to forward this email to anyone who may be interested.

We are calling for nominations for the awards' ten categories:

Personal Courage of the Year
Young Person of the Year
Volunteer of the Year
Carer of the Year
Community Group of the Year
Sporting Achievement of the Year
Safer Broadland Award
Good Neighbour or Friend of the Year
Environmental Champion of the Year
Business Community Support of the Year

More information and a nomination form can be found online at www.broadland.gov.uk/heart and in the latest edition of Broadland News. **The deadline for nominations is Monday 5 September.**

Nominations can be posted to Sarah Boughen, Broadland District Council, Thorpe Lodge, 1 Yarmouth Road, Norwich, NR7 0DU or details of the nomination including name of nominee and reason for nomination in 150 words can be emailed to heart@broadland.gov.uk

Thank you for your help,
Sarah.

Sarah Boughen
Communications Officer
Broadland District Council

Direct Line: 01603 430124
sarah.boughen@broadland.gov.uk

This email and any attachments are intended for the addressee only and may be confidential. If they come to you in error you must take no action based on them, nor must you copy or show them to anyone. Please advise the sender by replying to this email immediately and then delete the original from your computer. Unless this email relates to Broadland District Council business it will be regarded by the council as personal and will not be authorised by or sent on behalf of the council. The sender will have sole responsibility for any legal actions or disputes that may arise. We have taken steps to ensure that this email and any attachments are free from known viruses but in keeping with good computing practice, you should ensure they are virus free. Emails sent from and received by members and employees of Broadland District Council may be monitored.

From: Banham, Adam <adam.banham@norfolk.gov.uk>
Sent: 18 August 2016 14:25
To: Burrell, Mike; Harris, Paul; john.walchester@broadland.gov.uk
Subject: Greater Norwich Local Plan – Broadland Town and Parish Council Issues Workshop
Attachments: 20160817 Combined Issues Paper FINAL pdf.pdf

Dear Town/Parish Council Clerk,

Broadland District Council, Norwich City Council and South Norfolk Council, with Norfolk County Council, are continuing their joint working arrangements for planning policy across the Greater Norwich area. Building on the Greater Norwich Joint Core Strategy (JCS), the new document, entitled the Greater Norwich Local Plan (GNLP), will ensure a plan-led approach to development will remain in place until 2036.

The Greater Norwich Local Plan (GNLP) will include strategic planning policies, plans to protect the environment, and the allocation of sites for development, in a way that promotes sustainability and the effective functioning of the whole area. One of the first steps in informing preparation of the GNLP is a workshop session for town and parish councils in Broadland being held at Thorpe Lodge 19:00-21:00 on Wednesday 21st September. To help promote discussion at the workshop a draft Issues Paper has been prepared, which is attached for reference.

If your town/parish council would like to attend then please nominate one or two councillors to represent the council at the workshop. Numbers are limited to ensure as many different Town and Parish Councils are able to attend. Please confirm the names of who will be attending on your council's behalf by contacting me on 01603 430558 Mon - Tues or 01603 223229 Wed –Fri or by email at adam.banham@gnlp.org.uk

Yours sincerely,

Adam Banham
Greater Norwich Local Plan Team
Tel: 01603 223229
Email: adam.banham@gnlp.org.uk

--

To see our email disclaimer click here <http://www.norfolk.gov.uk/emaildisclaimer>

From: Briggs, Sharron <sharron.briggs@norfolk.gov.uk>
Sent: 16 August 2016 13:27
To: Andrew Mallett (cllr.andrew.mallett@broadland.gov.uk); Andrew Proctor; Attlebridge; Balvinder Singh Kular (cllr.balvinder.kular@broadland.gov.uk); Beeston St Andrew; Belaugh parish meeting; Blofield; Claudette Bannock (cllr.claudette.bannock@broadland.gov.uk); Crostwick; Dan Roper (cllr.dan.ropers@broadland.gov.uk); Roper, Daniel; Danny Buck (Cllr.Danny.Buck@broadland.gov.uk); Danny Buck (danny.buck@live.co.uk); David Willmott (cllr.david.willmott@broadland.gov.uk); Drayton; Felthorpe; Fran Whymark; Garrod, Thomas; Hellesdon; Horsford; Horsham & Newton; Ian Mackie; Ian Moncur (cllr.ian.moncur@broadland.gov.uk); James Dunne; Joanne Keeler (cllr.joanne.keeler@broadland.gov.uk); John Fisher; John Ward (cllr.john.ward@broadland.gov.uk); Ward, John; Jonathan Emsell; Joyce, James; Judy Leggett (cllr.judy.leggett@broadland.gov.uk); Leggett, Judy; Karen Vincent (cllr.karen.vincent@broadland.gov.uk); Ken Leggett - Broadland DC (cllr.ken.leggett@broadland.gov.uk); Mackie, Ian; Morphew, Steve; Nigel Shaw; Old Catton; Plumsteads; Plumsteads parish council; Postwick with Witton; Proctor, Andrew; Rackheath; Rackheath Parish Council; Richard Grady (cllr.richard.grady@broadland.gov.uk); Robin Knowles (cllr.robin.knowles@broadland.gov.uk); Roger Foulger (cllr.roger.foulger@broadland.gov.uk); Salhouse; Vincent, Shaun; Shaw, Nigel; shelagh Gurney (Cllr.shelagh.gurney@broadland.gov.uk); Gurney, Shelagh; Simon Woodbridge; Spixworth; JHunt; Stratton Strawless; Stuart Clancy (cllr.stuart.clancy@broadland.gov.uk); Clancy, Stuart; Stuart Dunn (cllr.stuart.dunn@broadland.gov.uk); Sue Lawn; Tamsin Lodge (cllr.tamsin.lodge@broadland.gov.uk); Taverham; Thorpe St Andrew; Adams, Anthony; Tony Adams (anthony.adams4@btopenworld.com); Tony Adams (Cllr.anthony.adams@broadland.gov.uk); Tony Landamore (cllr.tony.landamore@broadland.gov.uk); Victor Ray-Mortlock (cllr.victor.ray-mortlock@broadland.gov.uk); Vincent Tapp; Wroxham
Cc: Birchall, John; Hunter, Janet; NDR Sapphire House
Subject: Invitation to second NDR Local Authority Forum

Dear Clerks and Members,

Invitation to the second Norwich Northern Distributor Local Authority Forum

6.30pm Wednesday 14th September, 2016, County Hall (Edwards Room), Martineau Lane, Norwich.

It hardly seems six months since I was inviting you to the first Forum, held on 17th March. Since then a huge amount has happened, and next month's Forum will give us the chance to update you on progress, and you the chance to raise issues and ask questions.

Progress has been very good in some areas, but there have also been setbacks and a number of unexpected issues

As last time, we will have presentations by members of the NDR team, including representatives of the County Council, Balfour Beatty and Mott MacDonald.

Tea, coffee and biscuits will be available from 6pm, and there will also be a display of archaeological finds by Oxford Archaeology East, including some fragments and the nose cone from the USAAF Mustang that crashed at Rackheath.

If there are other items you think should be raised, please let me know. Further details will be issued the week before the Forum meets.

I am arranging for tea, coffee and biscuits to be available from 6pm.

If you plan to attend, could you please reply by email to the 'NDR Sapphire House' address that this came from. Parish Councils can nominate up to three representatives.

I look forward to hearing from you.

John

Sent on behalf of
John Birchall
Community Liaison Officer (NDR)
01603 217803
0781 001 6976



Sharron Briggs - BA (Hons)
Business Support Assistant
Highways, Maintenance and Works (Aylsham)
Community and Environmental Services
Norfolk County Council
Direct dial telephone number: 01263 738827
E-mail: sharron.briggs@norfolk.gov.uk
Working days Monday - Thursday
General enquiries: 0344 800 8020 or information@norfolk.gov.uk www.norfolk.gov.uk

--

To see our email disclaimer click here <http://www.norfolk.gov.uk/emaildisclaimer>



Action Plan for 2016 – 2017

Sprowston Town Council will publish an action plan annually in April. The Plan is drawn from the budget which is set in December and which includes project expenditure for the forthcoming year; from matters raised by members of the public during the Annual Parish Meeting and consultation; and from matters identified within Sprowston Neighbourhood Plan.

Sprowston Town Council will continually review the action plan, and will add any matters as required through the year. The Action Plan will be formally reviewed by the Council on a quarterly basis, to include an update on the matters identified; addition of any further appropriate actions identified during the quarter; and signing off of any completed actions.

The council-wide priorities are as follows:

| Ranking | Council-Wide Policy | Activity | Budget | Update |
|---------|---|---|------------------|---|
| 1 | Environment and Heritage | Refurbishment of Pavilion On-going | £3,603 £6,397 | Works completed August 2016. |
| 1 | Resources and General Services | On-going | £674,330 | Expenditure within budget. |
| 3 | Recreation – Open Spaces / Playgrounds Refurbishment | Funding to be discussed. | £54,350 | Wilks Farm Drive larger play area identified as in need of refurbishment. |
| 1 | Seating | Signage of existing | £500 | Post Mill Close to be ordered. Signs ordered August 2016. |
| 1 | Signage of open spaces | | £500 | |
| 1 | Environmental | Planting of hedging at cemetery and allotment site | £3,000 | Completed 2016/17 additional planting 2017/18; ongoing. |

Issue 1 / outline actions agreed April 2016

Quarterly reviews due July, October, December 2016, March 2017

Next Action plan due March 2017

| Ranking | Council-Wide Policy | Activity | Budget | Update |
|---------|--|---|---|--|
| 1 | Recreation – open spaces | Skateboard Facility | S.106 provision of £100k | Agenda item 21 September 2016 |
| 1 | Youth Forum | Discussion with stakeholders, approval by council in place. | Pending | Engaged with YAB June 2016 |
| 2 | Environmental : Solar energy installations for Council buildings | To be incorporated in new build | see below SDC | Energy survey commenced August 2016, report awaited. |
| 1 | Sprowston Diamond Centre (SDC) major building works | Planning approval. Loan funding. S.106 to be confirmed. CIL to be investigated with GNPD / BDC Lighting car park. Grant applications. | £1,515,718 £15,000 (incl above) | Revised planning permission to be submitted. Loan funding to be discussed 31 August 2016 Scheduled as part of new works Grant applications failed. |
| 1 | Sprowston Diamond Centre Nursery Extension | New build | £112,910 | Complete July 2016 |
| 1 | Harrisons Wood | Transfer of woodland to Council | £35,000 payback of CIL contribution | BDC agreement with landowners and subsequent transfer to STC ongoing. |
| 1 | Streetlights | Survey of existing stock | Included within maintenance contract £15,000 | Streetlight knock down at Rowntree Way resultant in successful insurance claim. |
| 1 | Council community events | Events Working Group | £7,500 | Meeting held with working group |
| 1 | Allotment roadway | General repairs | £500 | Complete June 2016 |

Issue 1 / outline actions agreed April 2016

Quarterly reviews due July, October, December 2016, March 2017

Next Action plan due March 2017

The list of priorities is shown below:

| Priority | Main Function | Greater Detail/Current Position | Update |
|----------|---|--|---|
| | Current activities | | |
| High | Staffing – employment and Health and Safety policies and procedures; Fire Risk Assessments; Employee Handbook | Health and Safety in place, fire risk assessments undertaken, Employee Handbook completed – review as appropriate. HR and Risk Consultant support. | Risk assessments ongoing. |
| High | Seeking external funding sources | Targeted action | Two nursery applications successful. |
| High | Council accommodation | Review changes to office accommodation | To be reviewed as part of new build possible portakabin |
| Medium | Investigate bank investments | Deposit account improved but no further action on current account | Bank investments monitored; bank account changes reduced |
| Low | Council structure | Continuing reviews | Office structure reviewed to reflect full time position in Finance. |
| Low | Noticeboards | Maintenance and installation review | Moved noticeboard from Linacre Avenue to SDC |
| High | IT and office equipment | Review Maintenance Contract | No action. |
| High | Community engagement | Explore and encourage public participation | All consultation media being used. |
| | On-going activities | | |
| High | Running the Council | Agenda, reports and research, finance | All actions completed on time. |
| High | Administration for whole council | Administration | All actions completed on time. |
| High | Council and committee agendas and minutes | Administration | All actions completed on time. |
| High | All council finances, end of year accounts, audit etc. | Administration | Internal and external audit completed without comment |
| High | Management of Sprowston Diamond Centre | Bookings, Administration, finance, maintenance and works | Bookings on target, maintenance to a minimum. |
| High | Personnel matters, staff | Administration and HR support | Pension Regulator staging date to be |

Issue 1 / outline actions agreed April 2016

Quarterly reviews due July, October, December 2016, March 2017

Next Action plan due March 2017

| | | | | |
|-----------------|---|---|--|---|
| | management | | | completed. |
| High | IT and office equipment | Maintain | | On-going |
| Priority | Main Function | Greater Detail/Current Position | | Update |
| High | Publicity and website | Administration and training | | New member of staff training ongoing |
| High | Annual Report | Preparation and printing | | Sprowston Matters Issue 45 |
| High | Newsletter | Editorial, printing and distribution | | June 2016 |
| High | Annual Town Meeting | Arrangements and administration | | May 2016 |
| High | Grants | Finance | | Grant applications considered |
| High | New legislative requirements | Review Standing Orders / Financial Regulations and reflect in Policies | | All reviewed and amended where necessary May 2016 |
| High | Responding to consultations | Variable | | Presented to council meetings |
| High | Planning consultation | Respond to planning from a local level | | All actions completed on time. |
| High | Ensure good governance | Members receive introductory training and attend courses, conferences and seminars | | All Members invited to receive training and attend seminars. |
| High | Policy reviews | On-going | | Completed May 2016 |
| High | Contract reviews | On-going | | Reviewed May 2016 |
| High | Training Strategy | Annual review. Training responsibilities are identified through appraisal and responded to | | Training to be scheduled during September term |
| High | Any other matters within the Council's legislative powers | On-going | | On-going |
| High | Town Council's role | Establish and develop further on-going network/stakeholder/voluntary and charitable trust relations | | On-going |
| High | Monitoring Sprowston Neighbourhood Plan | Variable | | Council working to policies in Plan |
| High | Allotments | Lettings, licences, administration | | Tenancy offers, evictions, invoicing and inspections carried out |
| High | Allotment Holders Meeting | Review Allotment Group | | Annual meetings cancelled at request of allotment holders as issues are |

Issue 1 / outline actions agreed April 2016

Quarterly reviews due July, October, December 2016, March 2017

Next Action plan due March 2017

| | | | | |
|-----------------|------------------------|--|--|---|
| | | | | resolved in a timely manner. |
| High | Cemetery (Church Lane) | | Burials, administration, maintenance | All actions completed on time. |
| High | Open Spaces | | Maintenance, bookings (leisure), administration, finance and works | All actions completed on time. |
| High | Playgrounds | | Maintenance and safety checks | Monthly playground checks taking place. |
| Priority | Main Function | | Greater Detail/Current Position | Update |
| High | Street Lighting | | Maintenance and safety checks investigate LED lighting | All new estates LED lighting, Falcon Road West lights change to LED |