

# **UCKFIELD TOWN COUNCIL**

Council Offices, Civic Centre Uckfield, East Sussex, TN22 1AE

Tel: (01825) 762774 Fax: (01825) 765757 e-mail: <a href="mailto:townclerk@uckfieldtc.gov.uk">townclerk@uckfieldtc.gov.uk</a> <a href="mailto:www.uckfieldtc.gov.uk">www.uckfieldtc.gov.uk</a>

**Town Clerk – Holly Goring** 

# YOU ARE HEREBY SUMMONED TO A MEETING OF UCKFIELD TOWN COUNCIL

in The Council Chamber, Civic Centre on Monday 22<sup>nd</sup> October 2018 at 7.00pm

## **AGENDA**

## 1.0 DECLARATIONS OF INTEREST

Members and Officers are reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on this Agenda. Should any Member consider that they require a dispensation in relation to any prejudicial interest that they may have, they are asked to make a written application to the Clerk well in advance of the meeting.

Notice should be given at this part of the meeting of any intended declaration. The nature of the interest should then be declared later at the commencement of the item or when the interest becomes apparent.

- 2.0 STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE MAYOR'S DISCRETION
- 3.0. TO RECEIVE REPORTS FROM EAST SUSSEX COUNTY COUNCIL AND WEALDEN DISTRICT COUNCIL
- 4.0 APOLOGIES FOR ABSENCE
- 5.0 MINUTES
- 5.1 To **RESOLVE** that the minutes of the meetings of Full Council on 4<sup>th</sup> September 2018 and 10<sup>th</sup> September 2018 be taken as read, confirmed as a correct record and signed by the Town Mayor.
- 5.2 Action list For information only (Attached)

# 6.0 COMMITTEE MINUTES

- 6.1 To note the acts and proceedings of the following committee meetings:-
  - (a) Plans Committees 17<sup>th</sup> September and 8<sup>th</sup> October 2018
  - (b) Environment and Leisure Committee 15th October 2018
  - (c) General Purposes Committee 1st October 2018

# 7.0 TO RECEIVE REPORTS FROM REPRESENTATIVES TO OUTSIDE BODIES

- (i) The Uckfield Town Centre Regeneration Joint Committee (nothing to report)
- (ii) Neighbourhood Plan Steering Group (Attached)
- (iii) Gatwick Airport Consultation Group (nothing to report)

# 8.0 TO RECEIVE REPORTS FROM WORKING GROUPS

- (i) Civic Centre Working Group (nothing to report)
- (ii) Dementia Friendly Working Group Uckfield Dementia Forum (Attached)
- (iii) Uckfield Events Working Group Celebrate (Attached)
- 9.0 QUARTERLY PROGRESS UPDATE ON UCKFIELD TOWN COUNCIL'S ANNUAL PRIORITIES FOR 2018-19 (Attached)
- 10.0 TO NOTE THE REPORT OF THE EXTERNAL AUDITOR FOR 2017-18 (Attached)
- 11.0 TO CONSIDER A MOTION SUBMITTED BY COUNCILLOR D. FRENCH (Attached)
- 12.0 TO CONSIDER A MOTION SUBMITTED BY COUNCILLOR D. WARD (Attached)
- 13.0 TO REVIEW AND RESPOND TO THE HIGHWAY PROPOSALS FOR THE NEW ROUNDABOUT JUNCTION AND LAYBY ON THE A22 UCKFIELD BYPASS (Attached)
- 14.0 TO REVIEW THE 2019/20 PROPOSALS FROM EAST SUSSEX COUNTY COUNCIL ON THEIR GRASS VERGE CUTTING CONTRACT (Attached)

- 15.0 TO RE-SIGN AND SEAL THE AMENDED LEASE FOR THE SMALL HALL (CHAPEL) ADJACENT TO FORESTERS HALL (Attached)
- 16.0 TO APPROVE THE SIGNING OF THE CONTRACT WITH TIKSPAC FOR THE DOG WASTE BAG DISPENSER SCHEME (Attached)
- 17.0 TO NOTE THE MAYOR'S ENGAGEMENTS (Attached)
- 18.0 SIGNING OF GRAVE CERTIFICATES AND TO NOTE TRANSFERS OF DEEDS OF GRANT
- 19.0 QUESTIONS BY MEMBERS PREVIOUSLY NOTIFIED (None)
- 20.0 TOWN CLERK'S ANNOUNCEMENTS
- 21.0 CHAIRMAN'S ANNOUNCEMENTS

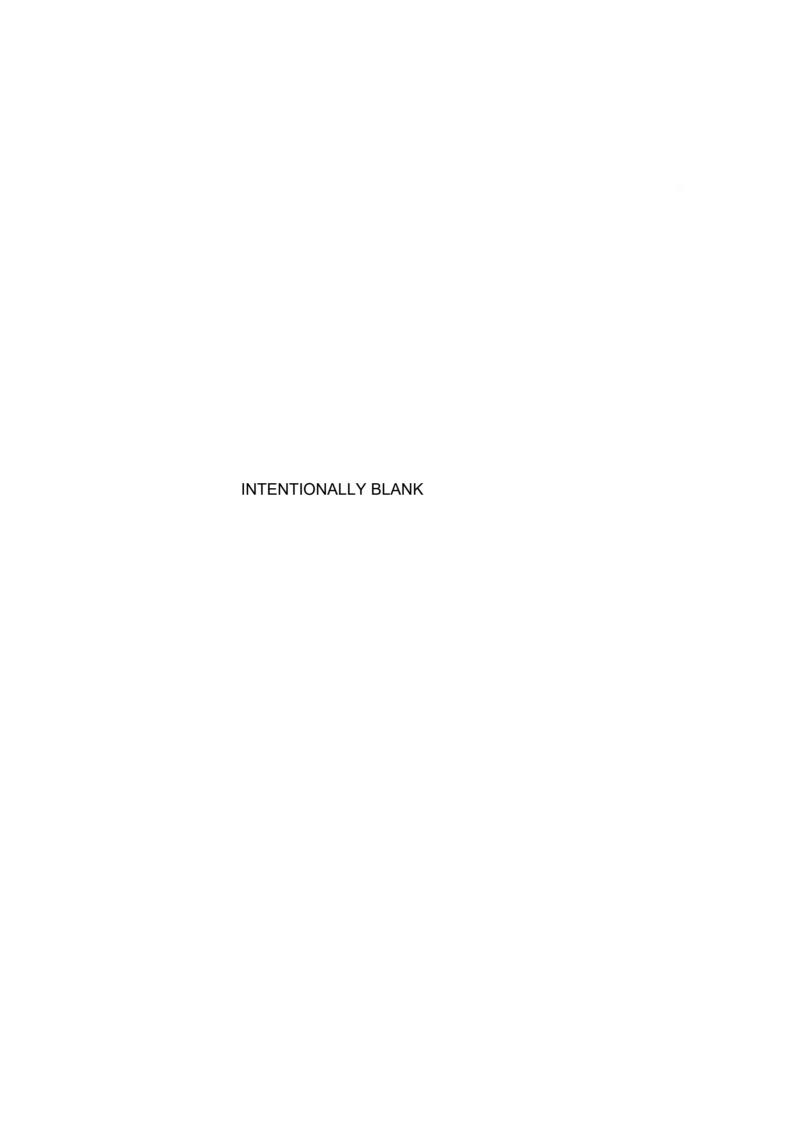
# 22.0 CONFIDENTIAL BUSINESS

To consider whether to **RESOLVE** to exclude the press and public (pursuant to the Public Bodies (Admission to Meetings) Act 1960) during consideration of the following confidential business to be conducted:-

22.1 Update on Luxfords Restaurant (powerpoint presentation)

Town Clerk

16th October 2018



# Monday 22<sup>nd</sup> October 2018

Agenda Item 7.0 (ii)

# TO RECEIVE REPORTS FROM REPRESENTATIVES TO OUTSIDE BODIES: NEIGHBOURHOOD PLAN STEERING GROUP

Members of the Neighbourhood Plan Steering Group have now pulled all the key reports together which are required to take their work to the next stage.

This includes, theme working papers to produce a scoping report to run past statutory consultees and organisations, a draft Character Assessment report for the town, and a draft Local Green Spaces report for the town.

Action in Rural Sussex will now work through these reports and assist with fine tuning the content to ensure they use correct planning terminology and are suitable for early consultation. The group will then work on holding a consultation event with the public to run the content of these draft documents past key stakeholders, and seek their feedback.



# Monday 22<sup>nd</sup> October 2018

Agenda Item 8.0 (ii)

# TO RECEIVE REPORTS FROM FULL COUNCIL WORKING GROUPS: 'UCKFIELD DEMENTIA FORUM'

The Forum's last meeting was held at Hurstwood View Care Home, Five Ash Down, and included a presentation from Rachael Ross from the Alzheimer's Society on their "Time for Dementia Educational Programme" whereby medical students from local universities spend some time with families living with dementia to have a better understanding of the condition, which will be of considerable help when they are qualified to take on their medical roles. It was also found to be of benefit to the families to better understand the medical roles.

We then discussed the possibility of exploring initiatives such as a Man Shed scheme and also the concept of a sensory garden and this is going to be explored further by Manor Park & Hempstead Meadows Residents' Association.

Forum members also discussed the idea of producing localised dementia friendly stickers for businesses in Uckfield High Street rather than working with the Alzheimer's Society scheme which was quite strict on how the window stickers were used. The stickers could include the Wealden Dementia Action Alliance logo and say something along the lines of "Working to make our community dementia friendly."

WDC has some funds available to support Dementia activities so we are going to explore holding another film event with one of the Andre Rieu concerts which was very successful when last held in Uckfield

Further discussion then centred on the Golden Ticket scheme which is only available for patients of Buxted Surgery and this clearly provides very broad ranging support which makes a significant difference. It was mentioned that some patient's living with dementia are transferring to Buxted from other Uckfield surgeries to take advantage of the Golden Ticket scheme. Know Dementia explained the growth of their cafes which includes singing sessions which are very popular. There is evidence that those attending these cafes need far less support from medication and visits to hospitals.

The Saturday Social afternoons at Victoria Pavilion had been well attended and the various activities at each session had been well received.

Councillor P. Sparks



# Monday 22<sup>nd</sup> October 2018

Agenda Item 8.0 (iii)

# TO RECEIVE REPORTS FROM FULL COUNCIL WORKING GROUPS: 'EVENTS WORKING GROUP - CELEBRATE'

The working group met more frequently leading up to the 'Uckfield Revival' on 6th October. This was the second main event of the year and was very successful.

Vintage and classic cars assembled at the Highlands Inn before proceeding to Luxford Field where there was a fantastic display of around 120 vehicles. The threat of rain didn't seem to put people off and the event was well attended with refreshments available and a few side stalls. Children's activities and the smoothie bike were also popular. Luckily the rain held off until after the event finished.

Thanks go to all those who helped make the event a success.

We would like to thank Lewis Riley and his family for attending. Lewis started the procession by waving a flag and he also brought his Ninja cart to Luxford Field where it attracted a lot of interest.

The working group will soon start planning for events in 2019 such as Weald on the Field and Uckfield revival.

Councillor D. French



# Monday 22<sup>nd</sup> October 2018

# Agenda item 9.0

# QUARTERLY PROGRESS UPDATE ON UCKFIELD TOWN COUNCIL'S ANNUAL PRIORITIES FOR (Q2) 2018-19

# 1.0 Summary

- 1.1 This report provides a quarterly update on the Town Council's priorities for 2018-19 and the progress that had been made by the end of the second quarter (September 2018).
- 1.2 The priorities identified for delivery in 2018-19 consist of initiatives which are often additional to the day to day responsibilities of the Town Council, but demonstrate by working together with colleagues and partner agencies, we can achieve a great deal for the town and its residents.
- 1.3 Organisations often spend time producing plans or lists of priorities, but do not review progress until the end of the year.
- 1.4 With this paper, the Town Clerk provides an update to members to explain the progress being made to deliver these priorities.

# 2.0 Quarter 2 – 2018-19 (July to September) – Progress Update

2.1 Of the 13 priorities, two are now complete, seven are on schedule for completion and four have made some progress in the first six months of 2018-19.

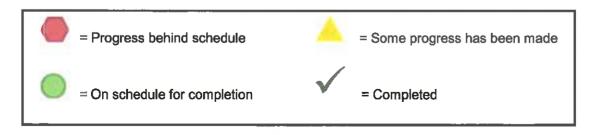
# 3.0 Recommendations

3.1 Members are asked to review this progress report, and note the work undertaken to date.

Appendices: Appendix A: Q2 2018-19 (Jul - Sept) Progress Report

Contact Officer: Holly Goring

# Kev:



# APPENDIX A: Q2 2018-19 Progress Update

Priority	Status	Notes	Lead Committee	Lead Officer
COMMUNITY GRANTS We will award up to £41,285 of community grant funding to local	>	On 13th September 2017, Finance Sub-Committee reviewed 25 applications for community grant funding as part of the council's annual community grants programme. A total of £41,285 was recommended and approved by General Purposes Committee to be given to community groups and organisations in 2018/19. The first payments were made in April 2018.	General Purposes Committee (Finance Sub)	Assistant Town Clerk
groups and chantable organisations for the period 2018/19.		The application process for receiving grant funding in 2019/20 is now finished and applications were reviewed by members of Finance Sub-Committee at their Grants meeting on Wednesday 12th September 2018.		
2. HEALTH AND WELLBEING We will map the town's open spaces and	<b>!</b>	The Town Council has been working closely with the GIS team at Wealden District Council to map the green spaces within Uckfield. The Town Council has provided a list of key facilities for each green space so that when snapshots of the green spaces are presented (zoomed into) members of the public can find out information on the areas such as parking, sports or play area equipment, whether dogs are allowed on or off a lead, accessibility etc.	Environment and Leisure Committee	Town Clerk
noways, and introduce a number of initiatives to increase the use of these spaces and encourage greater physical activity.		Further work will commence in the autumn months to start to map our twittens and alleyways.		
3. ENGAGEMENT AND		The Uckfield Dementia Forum is making great progress and has had some very proactive meetings during the summer months.	Full Council	Town Clerk
We will expand on the Uckfield Dementia Forum to encourage Uckfield to		An action plan will be pulled together to identify the key objectives of the forum over the next year, and this will be used to enable the forum to join the Alzheimer's Society recognition scheme.		
supportive of varying health conditions.		Activities are planned for over the festive season with an Andre Rieu screening being booked in for early December.		

Priority	Status	Notes	Lead Committee	Lead Officer
4.  CIVIC CENTRE EVENTS We will deliver a greater variety of events within the Civic Centre to attract a broad range of age groups and households		The Civic Centre has a busy few months ahead with its events programme: Snow Queen – October Italian Opera Dinner - October Miss Holiday Swing and Wartime Commemorative Afternoon Tea – November Christmas Party Night - November Jack and the Beanstalk Pantomime – December Christmas lunch and evening meal bookings - December Rave On - A Tribute to Buddy Holly - March Events are also being explored for January and February.	Full Council	Hospitality Manager
		This is in addition to bookings made by other parties such as the Uckfield Singers, Uckfield Festival, Uckfield Blues and Roots Festival, Model Railway Weekend, Uckfield FM Expo's and the George Michael Story in February 2019.		
5. PUBLIC EVENTS IN THE TOWN		The Weald on the Field event was a great success on the first weekend of August 2018, and attracted a large crowd despite the very warm weather that day.	Full Council	Town Clerk
We will work alongside the local business community and local community groups to deliver two free public events within the	>	The Town Council worked with Food Rocks, Uckfield Chamber of Commerce and Wealden District Council to organise the event. The event was also supported by Uckfield FM, Tesco Bags of Help scheme and our fantastic sponsors – Back on Track, CPJ Field, EMC - Uckfield, Richard Green Funeral Services and Uckfield Garage.		
town; Weald on the Field and Uckfield Revival		The Uckfield Revival event also went well on 6th October 2018 with over 110 classic vehicles in attendance and a full field of classic and interesting vehicles and bikes, lined up adjacent to the stalls and nearby Farmers Market. It was a great atmosphere and the parade worked well. And all this took place before the rain fell in the afternoon!		
6.  NEIGHBOURHOOD PLAN We will support the Neighbourhood Plan Steering Group to prepare		The Town Council has been providing administrative support to the group and been working on compiling the information that the steering group members have collected and produced into the key reports required to help build the draft Neighbourhood Plan.  The reports are near completion and ready for reviewing in detail by Action in Rural Sussex.	Full Council	Town Clerk
a draft Uckfield Neighbourhood Plan			į	

Priority	Status	Notes	Lead Committee	Lead Officer
TOWN COUNCIL BUILDINGS We will improve the		Work is in progress to improve the decoration of the Town Council's buildings. Decorating began to Foresters Hall early 2018, and works will continue in the next few months to the rear areas of the building. Any works in Foresters Hall will be carried out around hall bookings and often takes place in the holidays.	General Purposes Committee	Town Clerk
of Town Council owned buildings, and assess how these buildings could be		Decorating is now complete on the first floor of the Civic Centre and has commenced on the ground floor. A quote has also been obtained to re-carpet the main corridors and two stairwells. Ceiling tiles have been replaced in the foyer area and bar area.		
Detter utnised.		October has seen the refurbishment of Luxfords Restaurant to provide a modern, clean and contemporary space. This will be complete by the launch evening on Friday 26th October 2018.		
8. CELEBRATING GREEN		The allotment competition for 2018 went very well, with promotion of the competition being added to noticeboards and the Voice, in Uckfield Matters.	Environment and Leisure Committee	Assistant Town Clerk
We will work with the Horticultural Association to	(	Judging took place in July and the results of the judging were announced at this year's allotment conference which took place on Tuesday 11th September 2018.		
encourage the conservation of water on allotment plots and run an allotment competition to celebrate attractive and resourceful plot	)	The competition was well received and the conference held in September 2018, enabled plotholders to raise any issues with the Town Council to consider, going forward.		
9.  SAFETY Work will run campaigns to encourage safety and speed reduction; using speed indicator devices and educate school pupils about safety.		The Town Council held its annual road safety day on Wednesday 20th June, which saw over 200 school children attend and learn about the importance of road safety, and safety when walking or cycling on the roads, near the railway and the cliffs. Children were educated via interactive tasks and activities.  The Speed Indicator Device Working Group have been making good progress and the Town Council agreed in this year's budget to support the Community Speedwatch campaign by contributing to the cost of the community speedwatch equipment. The new equipment is not yet ready but should be shortly. Both groups are keen to find volunteers to support these	Environment and Leisure Committee	Town Clerk/ Assistant Town Clerk

Priority	Status	Notes	Lead Committee	Lead Officer
10. HIGHWAYS We will work with partner agencies to push for improvements to accessibility and safety on our pavements and highways		Work continues in liaison with East Sussex Highways to review the issues that the Town Council has raised about the access corridors into the town. East Sussex Highways commissioned a number of surveys to be carried out in June, which will be analysed and feed into the feasibility of these corridors.  We are awaiting the results of these surveys which are anticipated any time.	Full Council	Town Clerk
IMPROVING FOOTWAY LINKS We will work with partner agencies/landowners to explore how footway links could be improved throughout the town.		Discussions have re-commenced with Welbeck Strategic Land to discuss the proposed footway links between the new development at Ridgewood Farm and Victoria Pleasure Ground.	Full Council/ Environment and Leisure Committee	Town Clerk/ Assistant Town Clerk
PUBLIC CONVENIENCE We will work with partner agencies to investigate whether a suitable location can be found for a public convenience and the associated costs of contributing towards installation and maintenance		This is being investigated in association with East Sussex County Council/East Sussex Highways.	Full Council	Town Clerk

Priority	Status	Notes	Lead Committee	Lead Officer
13. COMMUNICATION	(	Improvements have been made to the monthly edition of the Voice in the Uckfield Matters magazine.	Full Council	Town Clerk
awareness of the Town		More frequent posts are being placed on social media.		
increase engagement with residents.		Two new noticeboards have been placed up in the town, in Elizabeth Gardens and Harlands (Mallards Drive) shortly.		

### **UCKFIELD TOWN COUNCIL**



# Notice of conclusion of audit Annual Governance & Accountability Return for the year ended 31 March 2018

Section 20(2) and 25 of the Local Audit and Accountability Act 2014 Accounts and Audit Regulations 2015 (SI 2015/234)

- 1. The audit of accounts for Uckfield Town Council for the year ended 31st March 2018 has been completed and the accounts have been published.
- 2. The Annual Governance & Accountability Return is available for inspection by any local government elector of the area of Uckfield Town Council on application to:

Uckfield Town Council Council Offices Civic Centre Uckfield East Sussex TN22 1AE

Between the hours of 9am to 4pm Mondays to Fridays (excluding public holidays), when any local government elector may make copies of the Annual Return.

3. Copies will be provided to any person on payment of £1.00 for each copy of the Annual Governance & Accountability Return.

Announcement made by: Holly Goring

Date of announcement: 28th September 2018

# Section 1 - Annual Governance Statement 2017/18

We acknowledge as the members of:

MCKFIELD YOUN COUNCIL

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2018, that:

	90000			
	DVI	260		
<ol> <li>We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.</li> </ol>	/			d its accounting statements in eccordance Accounts and Audit Regulations.
<ol><li>We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.</li></ol>	V			oper arrangements and accepted responsibility planding the public money and resources in se.
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its linances.	<b>~</b>		has only complies	done what it has the legal power to do and has I with Proper Practices in doing so.
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.	~	and the second		ne year gave all persons interested the opportunity to and ask questions about this authority's accounts.
We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	/			ed and documented the Brancial and other risks it d dealt with them property.
We maintained throughout the year an adequate and effective system of internal sudit of the accounting records and control systems.	1		controls	d for a competent person, independent of the linenoisi and procedures, to give an objective view on whether controls meet the needs of this smaller authority.
7. We took appropriate action on all matters relead in reports from Internal and external audit.			bnoqsen lamebre	ed to matters brought to lia attention by internal and audit.
ii. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.	<b>~</b>		disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.	
(For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.			1	has met all of its responsibilities where it is a sole managing trustee of a local trust or trusts.

\*Please provide explanations to the external auditor on a separate sheet for each 'No' response. Describe how the authority will address the weaknesses identified.

This Annual Governance Statement is approved by this authority and recorded as minute reference:

Signed by the Chairman and Clerk of the meeting where approval is given:

FC-21.06,18

dated

18/0C/18 Clerk

Other Information required by the Transparency Codes (not part of Annual Governance Statement) Authority web address

www.uckfieldte.gov.uk

# Section 2 - Accounting Statements 2017/18 for

# MCKFIELD YOUN COUNCIL

	7 Year 8	entries)	NOW JUST BORTHIST
	ALVARA BUT.	31 MCOUR 2003	##_TEXALDER   III   No.   A CANDING OF A P.   A CANDING OF A P.   DESCRIPTION   A CANDING OF A PROPERTY OF A PROPE
Balances brought forward	1,086,737	1,199,3	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	835,219	852,8	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	466,157	482,6	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	-439,468	-482,6	Total expenditure or payments made to and on behalf of all employees, include salaries and wages, PAYE and Ni (amployees and employers), pension contributions and employment expenses.
<ul> <li>(-) Loan Interest/capital repayments</li> </ul>	-66,602	-65,2	Total expanditure or payments of capital and interest made during the year on the authority's borrowings (if any
6. (-) All cither payments	-682,667	-794,9	Total expenditure or payments as recorded in the cash- book less staff costs (line 4) and loan interest/capital repsyments (line 5).
7. (=) Balances carried forward	1,199,376	1,192,0	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
Total value of cash and short term investments	1,175,562	1,225,2	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March-To agree with bank reconciliation.
Total fixed assets plus long term investments and assets	5,987,441	6,062,2	The value of all the property the authority owns — It is mad up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	669,000	631,8	The outstanding capital balance as at 31 March of all loan from third parties (including PWLB).
11. (For Local Councils Only) re Trust funds (Including ch		Yes: 16	The Council acts as sole trustee for and is responsible for managing Trust funds or assets.
		The same of	N.B. The figures in the accounting statements above do not include any Trust transactions

I certify that for the year ended 31 March 2018 the Accounting Statements in this Annual Governance and Accountability Return present fairly the financial position of this authority and its income and expenditure, or properly present receipts and payments, as the case may be.

Signed by Responsible Financial Officer

and recorded as minute reference:

FC22.06.18

18/06/18

I confirm that these Accounting Statements were approved by this authority on this date;

Signed by Chairman of the meeting where approval of the Accounting Statements is given

Date

14/06/2018

# Section 3 – External Auditor Report and Certificate 2017/18

In respect of

Uckfield Parish Council (ES0100)

1 Respective responsibilities of the body and the auditor

Annual Governance and Accountability Return 2017/18 Part 3

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

summarises the accounting records for the year ended 31 March 2018; and

 confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

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

& Ireland) and does not provide the	same level of assurance that t	such an audit would do.	
2 External auditor report 2	017/18		
On the basis of our review of Sections 1 and 2 Sections 1	of the Annual Governance and Acco	ountability Return (AGAR), in our matters have come to our atten	r opinion the information in intended in the i
Other matters not affecting our opinion which	we draw to the attention of the autho	rilv:	
Office there are a property of the chance and the control of the c	ALC DIES (O NE SECRETARIO DE PARTICIONE	· · ·	
We note that the smaller authority did not provision during the year 2018/19 for the e public rights. As a result, the smaller authorith it makes proper provision for the exerc	mercise of public rights, since the ap rity must answer 'No' to Assertion '	proval date was after the star	t of the period for the exercise o
3 External auditor certificative certify that we have completed of Return, and discharged our responsionarch 2018.	our review of Sections 1 and 2	of the Annual Governan and Accountability Act 20	oce and Accountability 014, for the year ended 31
External Auditor Name			
	PKF LITTLEJOH		
External Auditor Signature	The edition i	Date	19/09/2018
* Note: the NAO (seved guidance applications) (Suldance Note AGN/02, The AGN is a	cable to external auditors' work o avaitable from the NAO website (v	n limited assurance reviews www.nao.org.uk)	for 2017/18 in Auditor

Page 6 of 6

# Monday 22<sup>nd</sup> October 2018

Agenda Item No. 11.0

### TO CONSIDER A MOTION SUBMITTED BY COUNCILLOR D. FRENCH

# 1.0 Summary

1.1 The report sets out the motion submitted by Councillor Donna French in accordance with the Town Council's Standing Orders.

# 2.0 The motion for consideration

2.1 Councillor French has given written notice of the following motion which was received on the 27<sup>th</sup> September 2018.

"I'd like to propose that the Civic Centre and Luxfords restaurant sign up to a safe haven scheme. This is something that I have done with my shop. It is a very simple idea where anyone who feels threatened can step inside a building displaying a safe haven sign on the door, knowing that they can wait there until they feel safe and someone will call for help if needed."

### 3.0 Recommendations

3.1 Members are asked to consider the above motion, and advise the Clerk accordingly.

Contact Officer Holly Goring



# Monday 22<sup>nd</sup> October 2018

Agenda Item No. 12.0

### TO CONSIDER A MOTION SUBMITTED BY COUNCILLOR D. WARD

# 1.0 Summary

1.1 The report sets out the motion submitted by Councillor Diane Ward in accordance with the Town Council's Standing Orders.

# 2.0 The motion for consideration

2.1 Councillor Ward has given written notice of the following motion which was received on the 11<sup>th</sup> October 2018.

"I have recently learnt about the fantastic work undertaken by the Benefits and Debt Advice Project. East Sussex Better Together, which is an alliance between the Eastbourne, Hailsham & Seaford Clinical Commissioning Group, Hastings & Rother Clinical Commissioning Group and East Sussex County Council fund the Benefits & Debt Advice Project.

This project provides detailed benefit and financial advice. Expert benefit advisers are on hand to answer questions and they provide face to face advice and support for people with complex benefit issues. They also provide expert debt advice for people with long term physical and mental health conditions. Unfortunately these services are only available in the areas of Hastings, Rother, Eastbourne, Hailsham and Seaford.

I would like to request that Uckfield Town Council write to the High Weald, Lewes & Havens Clinical Commissioning Group and ask whether this service could be commissioned for Wealden District (see attached information).

# 3.0 Recommendations

3.1 Members are asked to consider the above motion, and advise the Clerk accordingly.

Contact Officer Holly Goring



# Monday 22<sup>nd</sup> October 2018

Agenda item 13.0

# TO REVIEW AND RESPOND TO THE HIGHWAY PROPOSALS FOR THE NEW ROUNDABOUT JUNCTION AND LAYBY ON THE A22 UCKFIELD BYPASS

### 1.0 Summary

- 1.1 As part of the infrastructure and highway works associated with development at Ridgewood Farm, East Sussex County Council are providing key stakeholders with the details of the planning approved highways scheme to provide a new roundabout junction and layby on the A22 Uckfield Bypass
- 1.2 This highways scheme will be provided by the site owner (Welbeck Land).
- 1.3 The proposals comprise of;
  - a) New roundabout junction on A22 (to be known as 'Owlsbury Roundabout'), system of street lighting and landscaping (this will be the main vehicle access into the Ridgewood Farm development);
  - b) New layby on A22 northbound carriageway (between 'Little Horsted Roundabout' and the new 'Owlsbury Roundabout') to replace the loss of the existing layby (due to the construction of the new roundabout) and landscaping;
  - c) Provision of an access road and roundabout within the development site and system of street lighting. The new roads will be subject to a 30mph speed limit.
- 1.4 Uckfield Town Council has been provided with the engineering general arrangement drawings and illustrative master plan which will help to identify the location of the new roundabout. A copy of these drawings are attached in appendices (A – D).
- 1.5 Upon completion, the roundabout and access roads will also allow construction traffic to access the Ridgewood Farm site for future phases of development. The proposals all have planning and highways approval but the Town Council has been invited to make comments at this stage.

### 2.0 Recommendation

2.1 Members are asked to note the highways scheme associated with the Ridgewood Farm development for the provision of a new roundabout junction and layby on the A22 by-pass, and advise the Town Clerk if they wish to make any comments.

Contact Officer: Holly Goring

Appendices:

Appendix A: Illustrative Masterplan

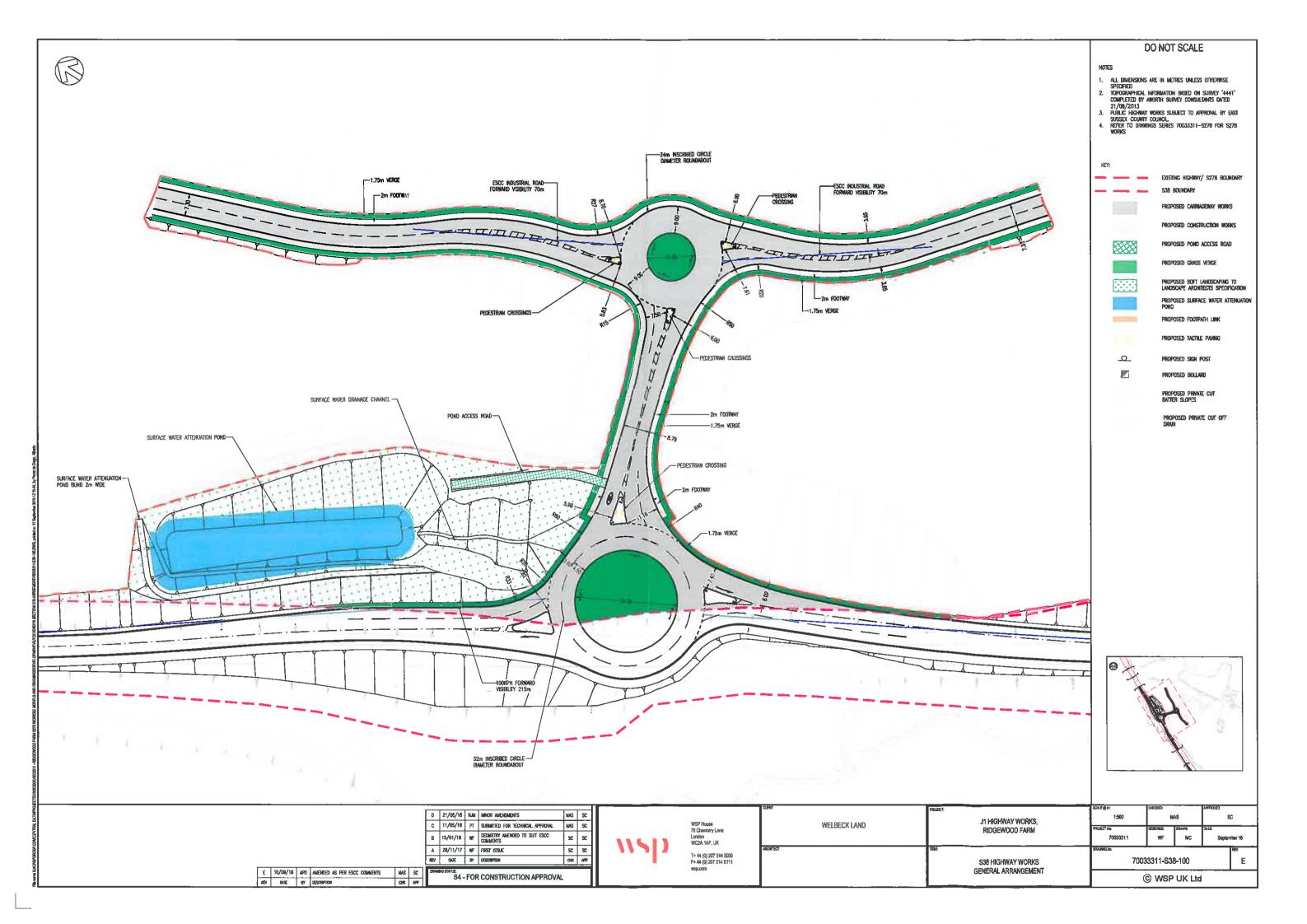
Appendix B: General arrangement of Highway scheme (sheets 1 of 3)
Appendix C: General arrangement of Highway scheme (sheets 2 of 3)
Appendix D: General arrangement of Highway scheme (sheets 3 of 3)



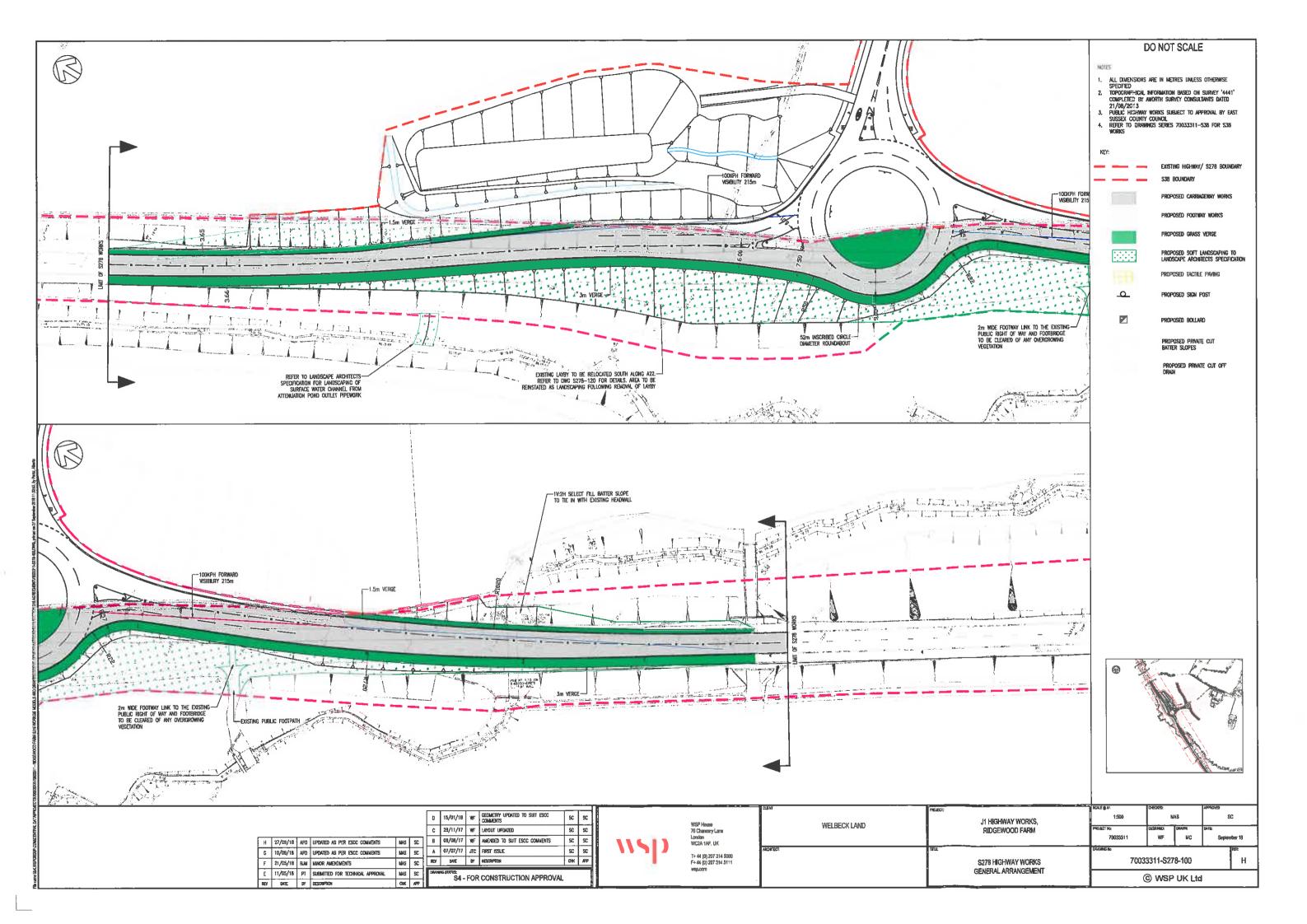




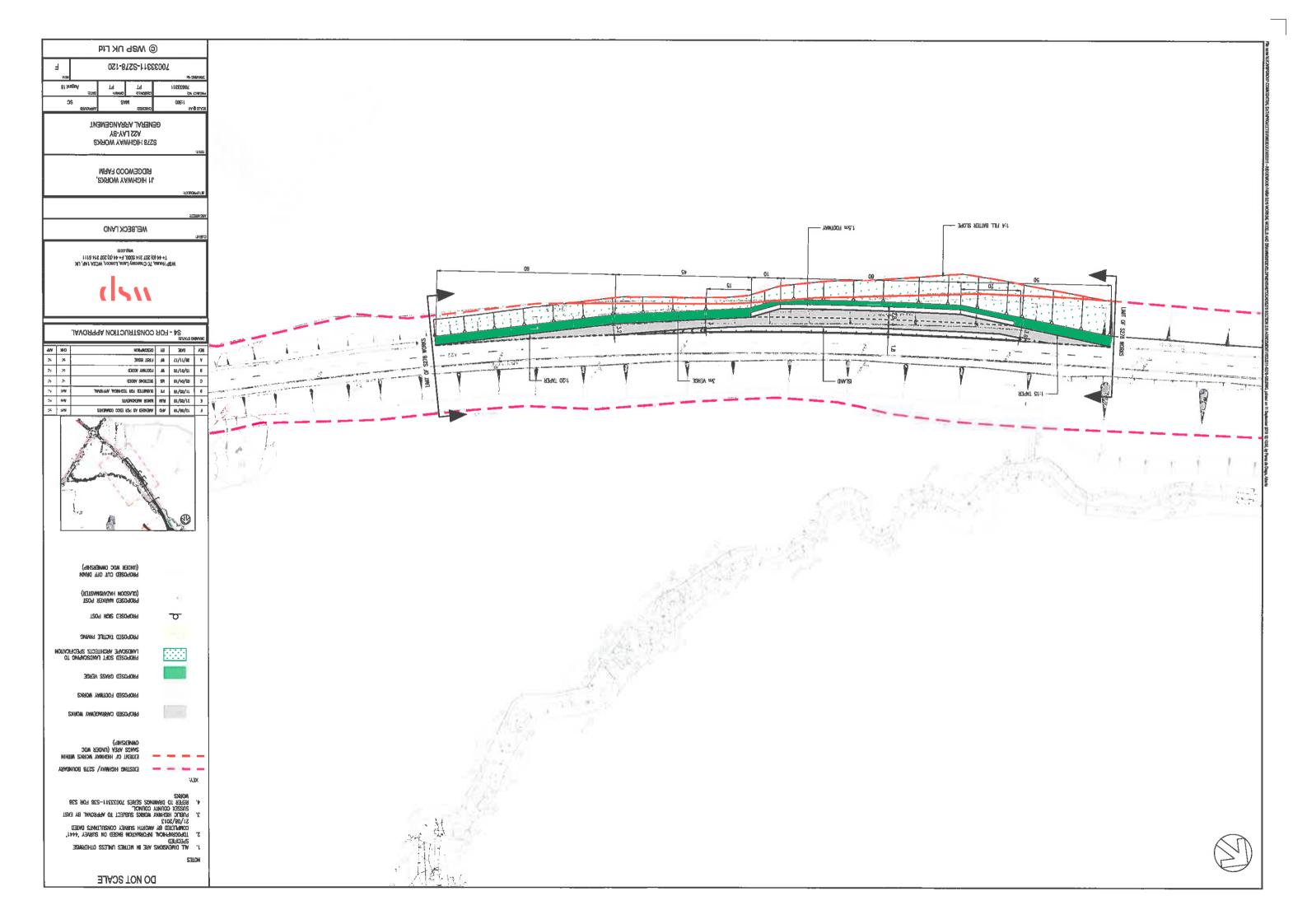




INTENTIONALLY BLANK









# Monday 22<sup>nd</sup> October 2018

# Agenda item 14.0

# TO REVIEW THE 2019/20 PROPOSALS FROM EAST SUSSEX COUNTY COUNCIL ON THEIR GRASS VERGE CUTTING CONTRACT

# 1.0 Summary

- 1.1 Members will recall that the Town Council received contact from East Sussex County Council on Friday 16<sup>th</sup> February 2018 by email, to advise that reductions were being made to the grass verge cutting contract.
- 1.2 East Sussex County Council considered their draft budget for 2018/19 on Tuesday 6<sup>th</sup> February 2018. At this meeting, the County Council voted on and agreed the budget for the 2018/19 financial year. The report and minutes can be found on the website at:
  - https://democracy.eastsussex.gov.uk/ieListDocuments.aspx?Cld=133&Mld=2974&Ver=4

    East Sussex County Council explained at the time that they recognised that this was disappointing news but they needed to provide a number of services within very challenging financial constraints whilst at the same time managing demand for important services including schools and social care.
- 1.3 They proposed to reduce the number of urban verge grass cuts from the current six per season (they are currently required to do a minimum of five cuts per season), to two per season from 1 April 2018. This meant that their existing policy would need to change. In reducing the urban grass cutting service from six to two cuts per season they would be managing urban grass for safety reasons only. We were advised at the time that rural grass verge cutting would remain as two 1metre swathes plus visibility splay cuts per season.
- 1.4 The Town Clerk received an email from the Contracts Management Group at East Sussex County Council at the end of September 2018, which put forward the proposals of the Group for 2019/20.

### 2.0 2019/20 Proposals for Urban Grass Verge Cuts

- 2.1 East Sussex County Council have noted that where the urban grass verge cutting service was reduced from six to two cuts in 2018/19, it was managed for safety reasons only.
- 2.2 They appreciate that grass verges in urban centres have an important aesthetic function for the community and would therefore like to continue to support this approach. They are therefore putting forward two options for consideration by Uckfield Town Council:
  - For Uckfield Town Council to pay for four additional urban grass cuts to enhance the service provided by the County Council. This would cost the Town Council in the region of £6009 per annum and provide a service of six cuts carried out by the County Council's contractors;
  - A financial contribution would be given from East Sussex County Council to Uckfield Town Council to carry out the two urban grass cuts based on current ESCC contract rates which would be in the region of £3004 per annum. This can be provided to the community as a basis

to commission and employ your own grass cutting services using a local contractor and this option would not require the County Council to carry out any cuts.

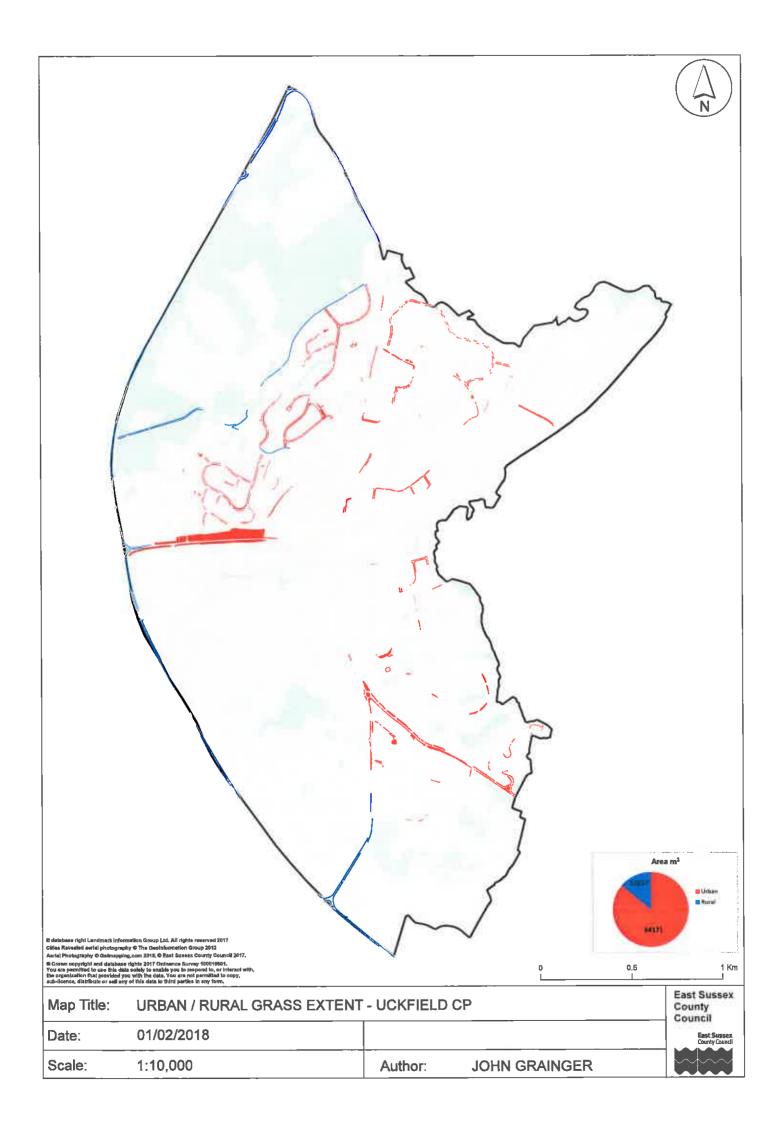
- 2.3 If neither of these options are chosen by the Town Council, East Sussex County Council will continue to carry out two urban cuts in Uckfield.
- 2.4 A map of the verges incorporated in Uckfield's urban and rural grass verge cutting contract is attached at appendix A.
- 2.5 Please note that the Town Council previously looked at the option of funding additional cuts within Uckfield Town. The Services Working Group investigated this option in detail during the autumn of 2016/17 and reported their findings to Environment & Leisure Committee on 19<sup>th</sup> December 2016.

### 3.0 Recommendations

- 3.1 Members are asked to note the proposed changes to grass verge cutting, and;
- 3.2 advise the Town Clerk of their decision in regards to the urban grass verge cutting contract in 2019/20.

**Contact Officer:** Holly Goring

Appendices: Appendix A: Verges designated as urban and rural in Uckfield





#### **Meeting of the Full Council**

#### Monday 22<sup>nd</sup> October 2018

Agenda Item 15.0

TO RE-SIGN AND SEAL THE AMENDED LEASE FOR THE SMALL HALL, HARCOURT ROAD (CHAPEL) ADJACENT TO FORESTERS HALL

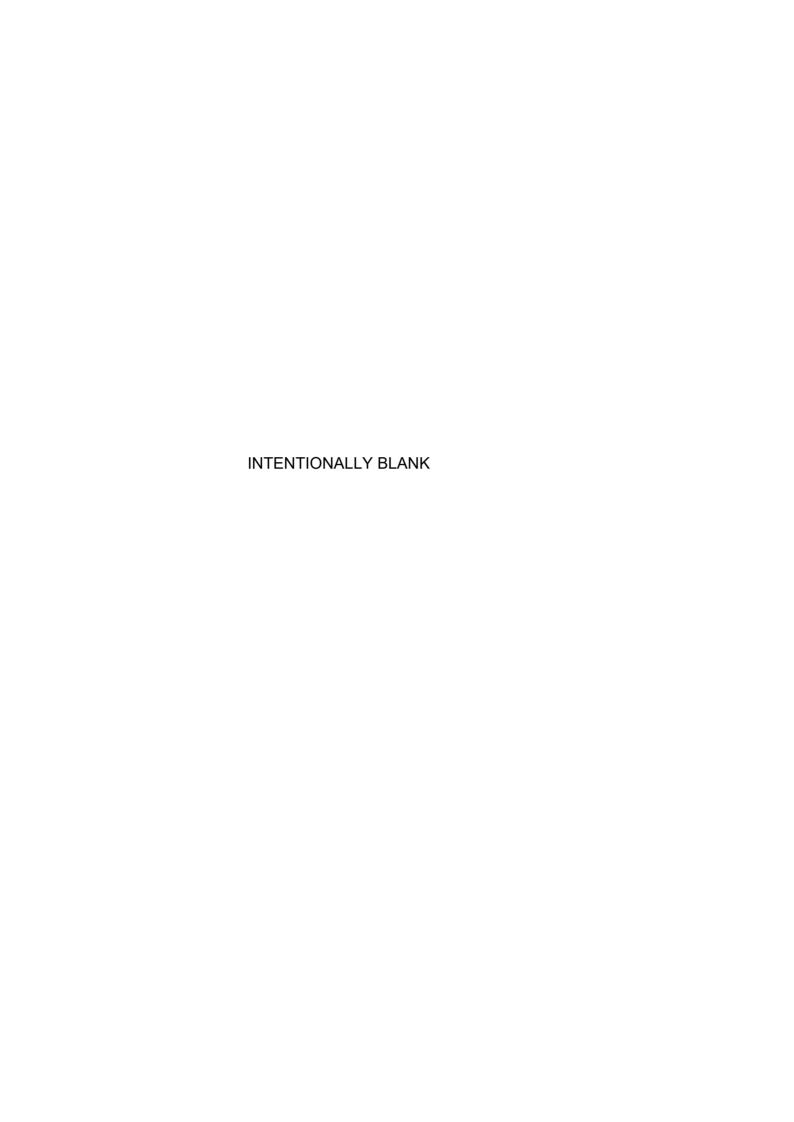
#### 1.0 Summary

- 1.1 At the meeting of General Purposes Committee on 29<sup>th</sup> May 2018, members agreed to renew the existing lease for these premises with the current tenant for a further five years.
- GP09.06.18 Members subsequently RESOLVED to request that the Town Clerk seek to renew the existing lease with the current tenant for a term of five years with a slight increase proposed to the current rental figure. No commercial estate agent would be appointed on the basis that this was a non-commercial lease agreement.
  - 1.2 Contact was made with the Town Council's solicitors and although the existing lease agreement was not due to end until 18<sup>th</sup> April 2019, the solicitor advised that there is no reason why the Town Council should not enter into a new lease at the present time as the new lease would contain a provision that the new lease would not be valid if the existing lease is terminated before 18<sup>th</sup> April 2019.
  - 1.3 The new lease agreement due to be signed and sealed was presented to Full Council on 30<sup>th</sup> July 2018 for signing, and signed. However following the meeting, it became apparent that the details of two of the Trustees were incorrect.
  - 1.4 The full names and addresses of the Trustees of the Gospel Standard Strict Baptist Church have since been amended and two new copies of the lease agreement drawn up.

#### 2.0. Recommendation

2.1. Members are asked to confirm once again if they are happy to renew the lease agreement with the Trustees of the Gospel Standard Strict Baptist Church in the same form as the existing agreement for a further five years, and if satisfied with the details, and amended Trustee names and addresses, ask for two councillors to sign and seal the licence agreement.

Contact Officer: Holly Goring





#### **APPENDIX A**

# Services Agreement: Provision of proprietary dog waste bag dispenser stations

#### **Background**

TiksPac supplies, free of charge, environmental stations for dog waste bags, including free dog waste bags.

TiksPac's services contribute, in a tangible way, to "the clean public space". At each environmental station TiksPac sets up media spots aimed primarily at local businesses who show their concern for the environment through their corporate social responsibility policies. The services provided by TiksPac fall under the legal definition of a service concession and, as such, are not subject to the rules governing procurement as set out in public procurement legislation (European Parliament and Council Directive 2004/18/EC on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts).

THIS Agreement is made on the 04/10/2018.....

## **BETWEEN (The Parties):**

- (1) Uckfield Town Council... (the "Authority"); and
- (2) TIKSPAC UK LIMITED Registered in England and Wales with registration number 09238130, whose registered office is at JAMES HOUSE, 13 KENSINGTON SQUARE, LONDON, W8 5HD (the "Service Provider").

#### WHEREAS:

- (A) The Authority wishes to appoint the Service Provider to provide services in connection with the provision of dog waste bag dispensers.
- (B) The Service Provider has agreed to provide the services to the Authority on the terms and conditions set out in this Agreement.

#### **NOW IT IS HEREBY AGREED:**

## 1. Term of the Agreement

This Agreement commences on the date the Agreement is made and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.

The Term of the Agreement is 48 (forty-eight) months.

The Agreement may be extended by 24 (twenty-four) months at a time with the agreement of both Parties.

# 2. Scope of the service provided

The Service Provider provides the following stations to the Authority: ......Stations

Colour green ..... Black ......

• Minimum of ten (10) or maximum of (25) green/black TiksPac stations for dog waste bags.

## 3. Service Provider's undertaking

The Service Provider undertakes to provide the following to the Authority free of charge:

TiksPac UK LTD Certacs House 10-12 Westgate, Skelmersdale, Lancashire, WN8 8AZ



- TiksPac stations for dog waste bags
- Sufficient dog waste bags to fill the stations to a maximum limit, dependent on the amount of stations provided (100% compostable and biodegradable), compliant with European standard EN-134 32)
- Replace damaged stations free of charge
- Ensure all its equipment and materials meet minimum safety standards required from time to time by law
- Source sponsors for the stations
- The Service Provider undertakes prior to signing any agreement with sponsors for the use of media spots at each station to consult with the Authority to ensure the Authority has no objections to the sponsor in question.

## 4. The Authority's undertakings

#### The Authority undertakes:

- To draw up a site list of where each station is to be installed and send a copy of the site list to the Service Provider as soon as possible after signing but no later than three (3) weeks after signing this agreement.
- The council agree to promote the project through their press office within four (4) weeks of signing the agreement.
- The council with provide Tikspac a letter confirming their engagement and support of the project, with the purpose of Tikspac presenting this to potential sponsors.
- To be responsible for siting the stations and that the stations are installed within approximately three (3) weeks of the Authority receiving them.
- To be responsible for ensuring that the TiksPac stations are installed safely bears sole liability for any claims for damages made as a result of the installation of TiksPac stations.
- To monitor the condition of the stations on an ongoing basis, replenishing the stations with dog waste bags.
- To order dog waste bags from the Service Provider in a timely fashion.
- To notify the Service Provider of any damage to the stations, abnormal consumption of dog waste bags or other events that may have a negative impact on the public's perception of the services offered by the Service Provider.

#### 5. Right of ownership of the stations, etc.

All stations remain the property of the Service Provider. In instances where a station has been taken down it must be reinstalled in a reasonable time by the Authority but no later than two (2) weeks from the date on which it was taken down.

In instances where the Authority considers that a station is not to be reinstalled, the Service Provider shall be informed immediately and give its written approval if it is not to be reinstalled. In instances where the Service Provider does not approve that a station is not reinstalled, the Authority must reinstall the station at another location within two (2) weeks of it being taken down and immediately inform TiksPac of where it has been installed.



## 6. Transference of the Agreement

The Service Provider is entitled to assign or transfer the Agreement on unchanged conditions. Before the Agreement is transferred, the Authority must be notified in writing.

Within 10 working days of a written request from the Authority, the Service Provider shall at its own expense execute such agreement as the Authority may reasonably require to facilitate such transfer of all or part of the rights and obligations under this Agreement.

#### 7. Disputes

In the event of a dispute arising between the Parties as a result of the terms of this Agreement, the Parties shall, initially and to the best of their ability, attempt to resolve the dispute through negotiation. In instances where disputes cannot be settled in this way, the issue shall be decided in a court of law.

The Authority and the Service Provider shall use all reasonable endeavors to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement before issuing proceedings in the High Court.

If the Dispute is not settled within a period of 10 Working Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("Senior Personnel") of each of the Parties for resolution.

If the Dispute is not resolved within 20 Working Days of referral to the Senior Personnel, either Party may apply to the Centre for Effective Dispute Resolution ("CEDR") in London to appoint a Mediator. The costs of the Mediator shall be borne equally by the Parties.

Where a Dispute is referred to mediation, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedure as the Mediator may recommend.

If the Parties reach agreement in mediation, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.

If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Working Days of the service of the Mediation Notice either Party may commence proceedings in the High Court.

#### 8. Indemnities

Neither Party is responsible for and shall not indemnify the other Party for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under this Agreement by the other Party and/or any of its employees or agents.

Notwithstanding any other provision of this Agreement, neither Party limits or excludes its liability for fraud or fraudulent misrepresentation or for death or personal injury caused by its negligence.



#### 9. Intellectual property rights

The Service Provider owns all Intellectual Property Rights in all the stations and wastebags provided to the Authority.

The Service Provider shall provide the Authority with the wastebags and stations with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such stations and wastebags in connection with the Services.

#### 10. Equalities

The Service Provider operates an Equal Opportunities Policy and complies with the duties of the Equality Act 2010 and the Human Rights Act 1998.

The Equal Opportunities Policy sets out the meanings of the Prohibited Conduct (Discrimination, Harassment and Victimisation) and the Protected Characteristics (Age, Disability, Gender, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion, and Sexual Orientation) defined in the Equality Act 2010.

The Service Provider ensures employees and takes reasonable steps to ensure that sponsors, suppliers and agents comply with their Equal Opportunities Policy.

The Service Provider takes reasonable steps to monitor breaches of Human Rights or occurrence of a prohibited conduct (discrimination, harassment or victimisation) linked to characteristics protected under the Equality Act 2010.

The Service Provider informs the Authority if any finding of discrimination, harassment or victimisation is made against them or any Subcontractor by any court or industrial tribunal; or an adverse finding in a formal investigation by the Equality and Human Rights Commission and provides the Authority with appropriate steps to prevent repetition.

#### 11. Termination

Without prejudice to the Authority's right to terminate at common law, the Authority may terminate this Agreement immediately upon giving notice to the Service Provider, if the Service Provider:

- has committed any material or persistent breach of this Agreement and, in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Working Days (or such other period as specified in writing by the Authority) from the date of written notice to TiksPac giving details of the breach and requiring it to be remedied; or
- is subject to an Insolvency Event; or
- submits a collusive tender, commits an offence under the Prevention of Corruption Acts 1889 to 1916 (as amended) or under Section 117 of the Local Government Act 1972 or commits any fraud in connection with this or any other Council contract whether alone or in conjunction with Council.

#### 12. Force majeure

Neither Party shall be in breach of any obligation under this Agreement if it is unable to perform that obligation in whole or in part by reason of a Force Majeure Event.



If either Party seeks to rely on this Clause it shall immediately give notice to the other with full particulars of the act or matter claimed as a Force Majeure Event. The Party so affected shall take all reasonable steps to remedy the failure to perform and to keep the other Party informed of the steps being taken to mitigate the effects of the Force Majeure Event.

Without prejudice to any accrued rights or remedies, if a Force Majeure Event lasts for more than 30 Working Days either Party may, following consultation with the other Party, give notice of termination of this Agreement.

### 13. Confidentiality

The Service Provider shall keep confidential the terms of this Agreement and any agreed variation thereto (subject to being allowed to disclose the existence of the agreement and the location of the stations to potential advertisers in order to sell advertising on the stations

The obligations of the Service Provider set out in this clause shall not apply to any Confidential Information which either of the Parties can demonstrate is in the public domain or a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.

The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Agreement or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement unless granted consent in writing by the Authority. The Authority shall have the right to approve any public announcement before it is made.

#### 14. Data Protection

The Service Provider protects personal data under the control of the Authority as Data Controller which the Service Provider may have access to under the agreement and only uses it for the purpose of providing the service.

#### 15. Freedom of Information

The Service Provider co-operates with the Authority to enable them to comply with its disclosure obligations under the Freedom of Information Act.

#### 16. Costs

Each Party pays its own charges, costs and expenses in the performance of its own obligations in this Agreement and the negotiation, preparation and execution of this Agreement.

## 17. Third Party Rights

The parties do not intend that any person who is not a party to this contract should have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

#### 18.

#### Law and jurisdiction

This Agreement shall be subject to and construed in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts.



# **IN WITNESS** whereof this Agreement was executed and delivered on the date of this document

Executed by the Service Provider

[ Lynsey Alderson	]Print name
[Accounts and office Manager	] Position
[L Alderson	] Signature
04/10/2018	Date signed
Executed by the Authority	
Γ	]Print name
Ĩ.	] Position
I	] Signature
	Date signed

## Meeting of the Full Council

## Monday 22<sup>nd</sup> October 2018

#### Agenda item 17.0

# TO NOTE THE MAYOR'S ENGAGEMENTS

## 1.0 Summary

1.1 The report sets out the engagements of the Town Mayor.

8<sup>th</sup> September AFC Uckfield Cup Match

13th September CPJ Field Exhibition Civic Centre Uckfield

14<sup>th</sup> September
22<sup>nd</sup> September
28<sup>th</sup> September
3<sup>rd</sup> October

Twinning Association visit
AFC Uckfield Cup Match
WDC Chairmans' Meeting
Father John at The Rectory

6th October Uckfield Revival

7<sup>th</sup> October Selby Meadows – Celebration end of WWI

10<sup>th</sup> October Ashdown Scout District AGM Uckfield Model Railway exhibition

# TO NOTE THE DEPUTY MAYOR'S ENGAGEMENTS

13th September CPJ Field Exhibition Civic Centre Uckfield

27<sup>th</sup> September Chamber of Commerce 3<sup>rd</sup> October Father John at the Rectory

6th October Uckfield Revival

7<sup>th</sup> October Selby Meadows – Celebration end of WWI 10<sup>th</sup> October Association of Carers 30<sup>th</sup> Birthday celebrations

21st October Uckfield Model Railway exhibition

Councillor S. Mayhew Town Mayor

