

BARNT GREEN PARISH COUNCIL

80 Hewell Road, Birmingham, B45 8NF

0121 447 9893

exec@barntgreen.org.uk
www.barntgreen.org.uk



Summons and Notice of Meeting

Members are summoned to attend an **online Parish Council** meeting to be held on
5.30pm, 21 September 2020

The meeting is open to the press and members of the public who may access the meeting by requesting a link to the email below

exec@barntgreen.org.uk to request a link to join the meeting

Meeting Agenda

20/032 Apologies

To receive apologies from absent members and record the reason for absence.

Members are advised to forward apologies on receipt of this summons by email.

20/033 Declarations of Interest: Councillors are reminded that to ensure transparency and retain public confidence in the council's decisions they are required to -

- a) Keep their Register of Interests form up to date;
- b) Declare any Disclosable Pecuniary Interests (DPI) and any Other Disclosable Interests (ODI) in agenda items and the nature of those interests.

Members are requested to declare their interests at this point during the meeting or alternatively lodge an interest with the Executive Officer prior to the meeting by email.

20/034 To consider any dispensations

Written requests for the council to grant a dispensation to a councillor (as per Localism Act 2011, s33) must be with the Executive Officer before the meeting starts by email

20/035 Open Session – Participation to hear from:

A verbal report may be given during this agenda item.

- a) **Members of the Public**
- b) **Supporting organisations**, e.g. Safer Neighbourhood Team, Footpath Warden
- c) **Worcestershire County Councillor** – Peter McDonald (Beacon division)
- d) **Bromsgrove District Councillor** - Charles Hotham (Barnt Green & Hopwood)

20/036 To adopt previous minutes

To approve adoption of the minutes of the parish council meeting held 10 August 2020, previously circulated but also attached.

20/037 Policy and Documents Review - All approved Policies will be uploaded onto the council's website

- a) **Risk Assessment & Management Policy** – Having received minor updating this policy requires approval and signature by the Chairman.
- b) **Risk Register** – This updated policy requires approval and signature by the Chairman.
- c) **Operational Risk Assessment** - The policy requires approval and signature by the Chairman.
- d) **Communications Risk Assessment** – This has received minor amendments and necessitates approval and signature by the Chairman.

20/038 Executive Officer's Report

To be advised of any decisions taken under delegated powers since the last meeting and receive updates to ongoing matters and a list of office communications since the last council meeting;

a) Station	A request has been made for an update from Network Rail since learning funding was approved by DfT for the decision to design. Any update will be reported at the parish council meeting.
b) SmartWater	As requested at the previous parish council meeting a stock check indicates that there are 168 kits remaining from 641 originally purchased a current total of 74% saturation.
c) Commuter Car Park – Easement for sewage pipes.	A report has been received from BGPC solicitors outlining the Deed of Grant of Easement, previously circulated and also attached. This was also sent to the BDC Rapid Electric Charging Point Team in view of underground works at the car park to install the charging point.
d) Bromsgrove Electric Rapid Charging Point	Confirmation has been received that Barnt Green Commuter Car Park has been selected as a Rapid Electric Charging Point in conjunction with Bromsgrove District Council's Taxi/Public Rapid Charging Project. The proposed location spanning over 3 X parking spaces to accommodate 2 x 1.25 spaces and 0.5 of a space for the charging unit has been forwarded to members previously. An annual payment of £1,000 will be forwarded to BGPC and a lease agreement will be prepared for signature – independent legal advice will also be required prior to signature.
e) Sports Club Improvement update	It is reported that the Sports Club options for development are currently in the early stages and remain ongoing. A report is near completion which will be forwarded to board members in due course to implement a strategy for any improvements that the board decide upon within funding opportunities and financial constraints.

20/039 Finance

- (i) To note the current financial position and bills for payment authorised on 17 September. See attached page 4.
- (ii) To be advised of any expenditure decisions taken by Executive Officer. None being taken.

20/040 Environment & Community Wellbeing

- a) Christmas Lights 3 Year Hire Lighting Scheme Quotation – Following recommendations from the previous parish council meeting a scheme has now been agreed with the council's preferred lighting contractor. A live Christmas tree will display new multi-coloured lights in green, red, blue and white with the shop frontages having green rope lighting and all but the five streetlamps having the children's lighting motifs, the preferred white snowflake design will be installed on the streetlamps in Hewell Road. The preferred installation contractor has also been notified.
- b) Pollinator Patch – NHB Grants Scheme – Following submission of an application in early summer and attendance at the Grants Review Panel, notification has been received that a recommendation has been forwarded to Cabinet to award £3,000 towards the project. If approved by the panel then instruction will be given to a contractor to clear the embankment of bramble and a small working party of

volunteers will plant out bulbs and plants in the autumn and spring of 2021. Members will be asked to join the party once a date has been established.

- c) Bittell Road Playing Field – Gym Equipment Update. Tenders have gone out via BDC. The S106 was also reviewed and it was established that a large proportion of the remaining budget had been earmarked for public toilets in Hewell Road. This has delayed the process as the change in spend has had to be reported at committee level prior to approval of the scheme.
- d) Adopt a Station – A request has been made from a resident to gauge interest in the parish council spearheading a community group to join WM Railway Friends and adopt Barnt Green Station. Attached is a brief report on levels of adoption and a handbook demonstrating how to become involved. The parish council is asked if it wishes to request an ‘Adopt a Station Start Up Pack’ from WM Trains to adopt the station.

20/041 Planning Matters

- a) Following a request to BDC Planning Department for further clarification regarding how the White Paper may impact NDP’s, a response has been received stating that it is unclear of implications that the final legislation may have. BDC state that it cannot advise the Parish Council on how it should currently act on its own Neighbourhood Plan but would suggest not to do anything at this stage, in order to avoid expense on time and resource. Once the White Paper has been implemented, BDC will provide an update on the situation.
- b) To consider response to consultations received including:

BDC ref	Site Address	Proposal
20/00902/FUL	89 Bittell Road	Single storey rear extension
20/01094/FUL	16 Margesson Drive	Retrospective planning application - Two storey front and rear extensions including increase to width of the house (Resubmission of planning approval 19/00424/FUL to regularise this reduction in width so not built onto the boundary)

20/042 Date of Next Meeting

The next online Parish Council Meeting will be published on the council website 3 working days prior to meeting. Members are requested to consider a convenient date for an online parish council meeting for October.



Tracy Bodley
Executive Officer

Council Members: R Cholmondeley (Chairman), C Hotham (vice-Chairman), J Jagger, J Nilsson, P Perry, S Whitehand, O Polton and 1 Vacancy

Agenda Item 20/039 (i) To note the current financial position and bills for payment.
Current financial Position – Bank Reconciliation up to 31 August 2020

Prepared by: Tracy Bodley Date: 08/09/2020
Name and Role (Clerk/RFO etc)

Approved by: _____ Date: _____
Name and Role (RFO/Chair of Finance etc)

	Bank Reconciliation at 08/09/2020			
	Cash in Hand 01/04/2020			91,946.60
	ADD			
	Receipts 01/04/2020 - 08/09/2020			45,163.91
				137,110.51
	SUBTRACT			
	Payments 01/04/2020 - 08/09/2020			28,663.77
A	Cash In Hand 08/09/2020 (per Cash Book)			108,446.74
	Cash in hand per Bank Statements			
	Petty Cash	31/08/2020	0.00	
	Cambridge Building Society	31/08/2020	63,963.31	
	Unity Bank Deposit Account	31/08/2020	43,294.35	
	Unity Bank Current Account	31/08/2020	1,264.29	
				108,521.95
	Less unrepresented payments			75.21
				108,446.74
	Plus unrepresented receipts			0.00
B	Adjusted Bank Balance			108,446.74
	A = B Checks out OK			

September Payments Report – Authorised 17 September 2020

September 2020 Payments List					
Voucher	Payment Method	Description	Net	VAT	Total
83	DD	Christmas lighting electricity supply	71.63	3.58	75.21
88	DD	Office landline, broadband & calls	37.50	7.50	45.00
90	SO	Grounds maintenance at playing field	232.41	46.48	278.89
84	BACS	Grass Cutting - Millennium Park	118.00	0.00	118.00
85	BACS	Grounds maintenance Verges High Street & Orchard Croft	32.00	0.00	32.00
86	BACS	Outdoor Parish Caretaker	450.00	0.00	450.00
87	BACS	Outdoor Parish Caretaker	450.00	0.00	450.00
89	DD	Office Rent	1,237.50	0.00	1,237.50
91	BACS	PAYE Qtr 2	605.54	0.00	605.54
92	BACS	Salary	1,543.40	0.00	1,543.40
93	DD	Pension contributions	196.73	0.00	196.73
			4,974.71	57.56	5,032.27

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DRAFT Minutes of the Parish Council Online meeting on Monday 10 August 2020 at 11.00am

Members present: Cllrs R Cholmondeley, C Hotham, P Perry, J Nilsson, and S Whitehand from 11:06hrs

In attendance: Executive Officer, Tracy Bodley
Cllr P McDonald
A representative of The Village Magazine
The Footpath Warden

20/021 Welcome by the Chairman

Members were thanked for their attendance at the online parish council meeting.

20/022 Apologies

Cllrs Polton, Jagger

20/023 Declarations of Interest: Councillors were reminded that to ensure transparency and retain public confidence in the council's decisions they are required to -

- a) Keep their Register of Interests form up to date;
- b) Declare any Disclosable Pecuniary Interests (DPI) and any Other Disclosable Interests (ODI) in agenda items and the nature of those interests.

No declarations were received.

20/024 To consider any dispensations

No dispensation requests had been received.

20/025 Open Session - Participation to hear from:

a) Worcestershire County Councillor – Peter McDonald (Beacon division)

Cllr McDonald was welcomed to the meeting and reported that;

- i) Rubery Library – Worcestershire County Council had agreed to open the library from 1 September with social distancing provision.
- ii) Day Centres - Worcestershire County Council had refused to state when or if these important respite facilities would re-open. Consultation is underway to identify an alternative solution to providing this vital much needed service offering support for carers and their families. It was further reported that only 25% of Day Centre providers would be consulted.

Cllr McDonald left the meeting at 11:09hrs

b) Bromsgrove District Councillor - Charles Hotham (Barnt Green & Hopwood)

Cllr Hotham reported that;

- i) He had attended a recent online District Council meeting where the content was highly controlled and debate stifled.
- ii) The Foxlydiate Development was being considered at the planning committee meeting week commencing 24 August.
- iii) It was considered that there was little point continuing with the District Neighbourhood Development Plan as government changes will force the plan to move direction and to a new system thus rendering the current data unusable and costly to continue.

c) Footpath Warden – Following separate discussions with both the Chairman and the EO and following a report regarding Covid-19 safe activities forwarded to the Warden from the EO, a decision was made to cancel the September Community Walk. It was considered an event in September would not be viable under the present restrictions but it was felt that a decision on whether to go ahead with the Wassail Walk held between Christmas and new year should be postponed until the October Parish Council Meeting.

The Chairman asked that the Footpath Warden keep the Orchard Owner in the loop for review in October.

The Footpath Warden left the meeting at 11:33hrs

20/065 To adopt previous minutes

To approve adoption of the minutes of the Parish Council meeting held 22/06/2020

AGREED

The minutes of the Parish Council meeting held 22/06/2020 were approved as an accurate record of the meeting and signed by the Chairman.

20/027 Motion to suspend the 6 month rule - Section 85 (1) of the Local Government Act 1972 requires a Member of a Local Authority to attend at least one meeting of that Authority within a six month consecutive period, in order to avoid being disqualified as a Councillor. This requirement can be waived, and the time limit extended if such a request is approved by Council in advance of the six-month period expiring.

RESOLVED:

a) to approve the motion to suspend the 6-month rule period arising from Section 85 (1) of the Local Government Act 1972 on the grounds of technical difficulties some councillors may encounter due to meeting in an online format.

b) That Council approve the requested extension of time to expire on 31 May 2021.

20/028 Policy and Documents Review - All approved Policies will be uploaded onto the council's website

a) Operation London Bridge – The finalised protocol received comment on a flag flying query under 4.2 of the document. The EO would consult NACO prior to adoption and signature by the Chairman.

b) Employee Appraisal Policy - Required approval and signature by the Chairman.

c) Member-Officer Protocol Dignity at Work Policy – The revised policy required approval and signature by the Chairman.

d) Balances and Reserves as at July 2020 - The annual policy enabling the council to manage its funds required approval and signature by the Chairman.

e) Risk Management Policy - Requiring only a minor amendment, the policy necessitated approval and signature by the Chairman.

f) Freedom of Information – The reviewed policy required approval and signature by the Chairman.

g) Publication Scheme – No changes were required and approval and signature by the Chairman was necessitated.

RESOLVED:	
a)	That following confirmation of 4.2 of the protocol, Operation London Bridge be adopted and signed by the Chairman.
b)	That the Employee Appraisal be approved and signed by the Chairman.
c)	That the Member-Officer Protocol Dignity at Work be approved and signed by the Chairman.
d)	That the Balances and Reserves as at July 2020 be approved and signed by the Chairman.
e)	That the Risk Management Policy be approved and signed by the Chairman.
f)	That the Freedom of Information be approved and signed by the Chairman.
g)	That the Publication Scheme be approved and signed by the Chairman.

20/029 Executive Officer’s Report

To be advised of any decisions taken under delegated powers since the last meeting and receive updates to ongoing matters and a list of office communications since the previous council meeting.

a) Station	<p>It was reported that an update has been received from Network Rail on 15 July indicating that DfT has signed off on the funding process for the detailed design phase of Barnt Green Station accessibility project.</p> <p>Network Rail has instructed the project team to proceed with design and updates will be provided on the progress.</p> <p>The Chairman stated that this was the first significant step in the right direction.</p> <div data-bbox="719 1541 1410 1608" style="border: 1px solid black; padding: 5px; margin-top: 10px;">RESOLVED: That the report was noted.</div>
b) SmartWater	<p>Having previously reported that Barnt Green has now reached 70% saturation enabling SmartWater signage to be installed in the village, following protracted negotiations, permission has been granted from West Midlands Trains for signs to be installed at the station. West Mercia has ordered the signage and will forward a date in due course when these will be installed village wide.</p> <p>Cllr Hotham requested that a stock check of remaining kits be carried out.</p> <div data-bbox="695 2051 1385 2119" style="border: 1px solid black; padding: 5px; margin-top: 10px;">RESOLVED: That the report was noted.</div>

<p>c) Commuter Car Park – Easement for sewage pipes.</p>	<p>It was reported that an email had been received from the Council's Solicitor regarding a request from CALA Management for a Deed of Grant of Easement for sewer pipes to be laid at the car park. BGPC responded with a request that the solicitors fee of £1,000 and agreement to open the gated pathway leading from Butterwick Close on to Cherry Hill Road was forwarded to CALA Management prior to a sign off from the parish council. CALA agreed to pay the legal costs but not keeping the gate open for public access.</p> <p>Cllr Hotham stated that he had forwarded the email from CALA Homes to the BDC Head of Planning and a meeting to further discuss the matter has been arranged for 17 August. The concern not only related to the public access but also the reduction in public open space caused by the locked gates.</p> <p>Cllr Whitehand stated that although not 100% certain an easement could not be denied.</p> <p>Cllr Nilsson reported that residents are charged a maintenance fee for grass cutting within the area that they have no access to.</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> RESOLVED: That the report was noted. </div>
<p>d) Memorial Bench for local resident</p>	<p>It was reported that an email had been received from a family member of local recently deceased resident requesting a bench be installed with a commemorative plaque. The preferred choice of location being the grass verge on Hewell Road adjacent to the tiered planter (not BGPC land), the family have stated that purchase, installation, and maintenance cost will be met by them. The EO has reverted their enquiry to a WCC Officer and Cllr McDonald, however, should the family require support in their request to WCC, the parish was asked to provide this.</p> <p>Members requested further information on the deceased.</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> RESOLVED: That should the request require support then BGPC would be happy to oblige. </div>

20/030 Finance

- (i) To note the current financial position and bills for payment. Authorised 17 July.

RESOLVED:

- a) That the current financial position be noted.
- b) That the list of payments be noted.

- (ii) To be advised of any expenditure decisions taken by Executive Officer. See Monzo reconciliation and request for authorisation to top up the balance to the agreed sum of £200.00. Top Up request £198.05 authorised 17 July 2020

RESOLVED: That the authorisation be noted.

20/031 Environment & Community Wellbeing

- a) Improvements to Bittell Road Playing Field – It was reported that the pathway had been completed and the areas where the earth spoils had been deposited have been levelled and reseeded.
The new information sign has now been installed with all old signage removed.
It was reported that tree work to improve the use of the basketball square has also been carried out and the grass cutting contractor will carry out hedge cutting around the field perimeter in September following the nesting season with regular cuts along the pathway edge to maintain grass encroachment.

RESOLVED: That the report be noted.

- b) Reopening of Parks – It was reported that all signs have been produced and installed in the playground of Millennium Park and Bittell Road Playing Field with the council having a stock of extra signs should these get damaged. A 2nd sanitiser dispenser has been installed at the entrance to the Millennium Park playground and 2 x sanitiser units and stocks of gel have been purchased for Bittell Road Playing Field with installation of a suitable base needing to be installed.

RESOLVED: That the report be noted.

- c) Christmas Lights Switch On Event – A report was circulated regarding the implications and advice for holding a 'Covid Secure' event. Recommendations were forwarded for council consideration.

RESOLVED:

- i) That a public Switch On event be cancelled.
- ii) That a 'soft' Switch On be approved with lights being advertised as 'going live' during the first week of December.

- d) Christmas Lights 3 Year Hire Lighting Scheme – A report was circulated with suggestions and recommendations for a new scheme including quotations for the supply of lighting and installation. It was noted that the preferred scheme was the most expensive.

RESOLVED:

- i) That the shop frontages would have new rope style lighting with the inclusion of such in the 3 year hire – 2 colours minimum for maximum impact.
- ii) That the deciduous tree lights by the bus stop would be retained.
- iii) That the council would provide a 20ft cut Christmas tree to be in the current position on grass verge.
- iv) That the old Christmas tree lights be replaced with modern small multicolour LEDs.
- v) That the council would retain the children's motifs and hire 11 motifs provided within the scheme.
- vi) That the lighting scheme hire would be awarded to Blachere Illuminations.
- vii) That the installation of lights be awarded to GJH Electrical.
- viii) That delegated authority be given to the EO to negotiate additional cost of new Christmas tree lighting and coloured rope lights.

20/032 Date of Next Meeting

Members were requested to make themselves available for an online parish council meeting with preferred dates for week commencing 21 September. This will be published on the council website and main noticeboard in advance.

Cllr Perry asked if the council had received any applications to fill the Casual Vacancy, the reply was in the negative with the EO stating that a social media post may pique new interest.

Cllr Nilsson reported that the litter bin at the car park had still not been installed.

Cllr Perry reported that the car park required weeding underneath the hedging adjacent to Fiery Hill Road.

This meeting ended at 12:54hrs

Signed:..... Date.....
Chairman, Barnt Green Parish Council

Current financial position (bank reconciliation to 30 June 2020)

Bank Reconciliation at 06/07/2020			
	Cash in Hand 01/04/2020		91,946.60
	ADD Receipts 01/04/2020 - 06/07/2020		34,227.05
			126,173.65
	SUBTRACT Payments 01/04/2020 - 06/07/2020		20,536.42
A	Cash in Hand 06/07/2020 (per Cash Book)		105,637.23
	Cash in hand per Bank Statements		
	Petty Cash 31/05/2020	0.00	
	Cambridge Building Society 30/06/2020	63,963.31	
	Unity Bank Deposit Account 30/06/2020	40,294.35	
	Unity Bank Current Account 30/06/2020	1,379.57	
			105,637.23
	Less unrepresented payments		0.00
			105,637.23
	Plus unrepresented receipts		0.00
B	Adjusted Bank Balance		105,637.23
	A = B Checks out OK		

Excerpt from the Financial Spreadsheet for July Payments – Authorised 17 July 2020

July 2020 Payments List					
Voucher	Payment Method	Description	Net	VAT	Total
54	DD	Continuous footpath lighting energy	12.94	0.65	13.59
55	DD	Dusk to dawn footpath lighting energy	226.12	45.22	271.34
58	SO	Grounds maintenance at playing field	232.41	46.48	278.89
59	DD	Landline and Broadband	37.50	7.50	45.00
61	BACS	Outdoor Hand Sanitiser Dispenser	830.00	166.00	996.00
56	BACS	Bittell Road Playing Field Information Sign	175.00	0.00	175.00
57	BACS	Social Distancing Signs for parks	388.00	0.00	388.00
60	BACS	Outdoor Parish Caretaker	450.00	0.00	450.00
62	BACS	Salary	1,376.24	0.00	1,376.24
63	DD	Pension contributions	168.87	0.00	168.87
64	BACS	Petty cash top up	198.05	0.00	198.05
			4,095.13	265.85	4,360.98

Monzo reconciliation and request for authorisation to top up the balance to the agreed sum of £200.00. Top Up request £198.05 Authorised 17 July 2020

Monzo Reconciliation up to 13 July 2020				
Date	Description	Supplier	Expenditure	Deposit
	Opening Balance			29.84
24/03/2020	BGPC Top up			170.16
				200.00
21/05/2020	Monthly Subscription	Adobe	15.17	
22/05/2020	Sellotape	Post Office	1.69	
01/06/2020	Anti-virus Security -Annual Renewal	ESET	31.46	
02/06/2020	IT Software	Fiverr	15.98	
18/06/2020	Noticeboard Lock	RS Components	14.88	
21/06/2020	Monthly Subscription	Adobe	15.17	
26/06/2020	Refund	RS Components	-14.88	
29/06/2020	Table Flag	Amazon	14.89	
	Condolence Book, Sheets for book and arm bands		49.92	
	Black Ribbons		11.03	
30/06/2020	Online Communication Subscription	Zoom	14.39	
02/07/2020	First Aid Kit	Lidl	4.99	
02/07/2020	Social Distance Stickers	Amazon	8.98	
11/07/2020	Noticeboard Lock	RS Components	14.38	
		Sub-Total Spend	198.05	
		Balance		1.95
		Top Up Request		198.05

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RISK ASSESSMENT AND MANAGEMENT

SEPTEMBER 2020

RISK AREA	POTENTIAL RISK IDENTIFIED	LIKELIHOOD OF OCCUR	IMPACT	RISK RATING SCORE	POTENTIAL IMPACT	STEPS TO MITIGATE RISK (CONTROL)	EVIDENCE	ACTION (AGREED IMPROVEMENTS)
Assets	<u>Damage</u> to physical assets as identified on the Asset Register (office equipment, street furniture)	1 – 2	1 – 2	Low – Medium	Cost of replacing damaged, destroyed or missing assets. Loss of facilities.	Maintain Asset Register; Resolve ownership; Regular maintenance of assets; Adequate level of insurance	Current insurance policy. Maintenance contract Risk-Assessed Fixed Asset list	Regular review of insurance policy. Regular review of maintenance contract.
Finance	<u>Banking</u> procedures	1	3	Medium	Cash flow problems. Increased potential for fraud	Follow clear procedure via Financial Regulations. Regular banking and reconciliation of statements. Termly internal audit by parish councillors Mandate kept up to date.	Banking procedure agreed by Council. Monthly reconciled bank statements. Signed confirmation of quarterly internal audit; independent internal audit Current bank mandate.	Ensure all council members have copy of banking procedure. Review bank mandate to ensure bank signatories are up to date.
Finance	<u>Loss</u> of income because of damage or theft	1	1	Low	Inability to provide expected service. Loss of key data.	Adequate level of insurance cover. Any important documents backed up to off-site hard drive and original paper copies kept in lockable filing cabinet.	Current insurance policy schedule. Data back-up.	Review the need for consequential loss insurance cover. Storage of key documents to be in a fireproof lockable cabinet where possible.
Finance	Loss of income because of non-payment of sales invoices	2	1	Medium	Cash flow	Have a 7-day payment policy detailed on the invoice.	System in place for non-payments. 7days, fortnightly reminder, non-payment	

Likelihood multiplied by Impact = Risk Rating Score.

Risk Ratings: High 5; Medium 4,3,2; Low 1

RISK AREA	POTENTIAL RISK IDENTIFIED	LIKELIHOOD OF OCCUR	IMPACT	RISK RATING SCORE	POTENTIAL IMPACT	STEPS TO MITIGATE RISK (CONTROL)	EVIDENCE	ACTION (AGREED IMPROVEMENTS)
						Provide multiple ways in which to make a payment and detail these prominently on the invoice. Set automated reminders following invoice date.	further action letters, legal proceedings.	
Finance	<u>Loss of cash</u> through theft or dishonesty	1	3	Medium	Adverse publicity for the council and risk to reputation. Financial loss.	Adequate level of fidelity insurance cover, with a minimum of £10,000.	Insurance policy document	Review level of fidelity insurance relevant to size/activity of council.
Finance	<u>Non-compliance</u> with HMRC regulations	1	2	Medium	Penalties and/or fines for late returns, errors on submissions etc. Reputational risk and adverse publicity.	Use external advice when necessary. Submit VAT return every 6 months and at least annually. Submit Real-Time payroll monthly and end of year returns online and on time. Internal and external audit review.	VAT returns and workings. Monthly payroll submission confirmations.	Maintain VAT accounting monthly to keep track of when to submit VAT return. Maintain monthly and quarterly salary returns.
Finance	<u>Inadequate</u> financial controls and records	1	2	Medium	Lack of control over the Council's assets. Higher likelihood of fraud or misappropriation of assets. Ineffective reporting. Qualified internal and external audit reports.	Qualified executive officer adherence to Finance Regulations & policies. Accounts/asset register prepared on accounting system. Bank reconciliations undertaken monthly. Quarterly inspection of accounts daybook by appointed members.	Minimum of 2-year review of relevant policies. Quarterly (minimum) accounts statements to Parish Council. Bank reconciliation statements. Check-sheets signed by appointed members. Signed expenditure payments reports.	Review Finance Regulations annually. Maintain asset register and reconcile to agreed insurance values. Update asset register for all future assets purchased. Training for members and EO CPD in financial administration

Likelihood multiplied by Impact = Risk Rating Score.

Risk Ratings: High 5; Medium 4,3,2; Low 1

RISK AREA	POTENTIAL RISK IDENTIFIED	LIKELIHOOD OF OCCUR	IMPACT	RISK RATING SCORE	POTENTIAL IMPACT	STEPS TO MITIGATE RISK (CONTROL)	EVIDENCE	ACTION (AGREED IMPROVEMENTS)
						Expenditure payments approved by council. Minimum 2 council signatories on payment authorisations. Annual independent internal audit.	Signed authorisation reports / cheque stubs. Approved signatories on bank mandate. Auditor's statement 'un-qualified'.	
Finance	<u>Inadequate</u> budgeting	1	2	Medium	Council receives less funding than is required to meet its obligations and objectives.	Council prepares detailed balanced budget in late Autumn. Precept determined directly from this budget. Actual expenditure versus budget reported to Council at least twice a year.	Budget versus actual statements with minuted approval, signed by 2 parish councillors.	To include statement of approval in the minutes.
Finance	<u>Non-Compliance</u> with borrowing restrictions	1	1	Low	Council acting outside its powers	Justification for any additional borrowing fully reviewed and approved by Council. Borrowing approval via NALC.	Internal and external audit reviews.	Not currently required.
Liability	<u>Third party</u> property or individuals	1	3	Medium	Funding cost of a successful action or claim against the Council. Reputational risk.	Public liability insurance cover (£10M)	Current insurance policy.	
Liability	<u>Legal liability</u> because of asset ownership e.g. street furniture	1	3	Medium	Cost of a successful claim against the Council. Reputational risk.	Adequate Insurance; clarify land ownership responsibility	Current insurance policy.	Proof of ownership

Likelihood multiplied by Impact = Risk Rating Score.

Risk Ratings: High 5; Medium 4,3,2; Low 1

RISK AREA	POTENTIAL RISK IDENTIFIED	LIKELIHOOD OF OCCUR	IMPACT	RISK RATING SCORE	POTENTIAL IMPACT	STEPS TO MITIGATE RISK (CONTROL)	EVIDENCE	ACTION (AGREED IMPROVEMENTS)
Employer Liability	<u>Non-compliance</u> with employment law	1	3	Medium	Employee dissatisfaction and disputes, leading to industrial tribunal.	Employer Liability Insurance cover. Relevant staff training and experience. Advice from relevant professional advisers and membership bodies e.g. CALC and SLCC	Staff qualifications and training records. Membership confirmation. Contractual arrangements with professional advisers. Annual Appraisal.	Review line management responsibilities Appraisal Policy
Employer Liability	<u>Non-compliance</u> with HMRC requirements	1	3	Medium	Fines and penalties for late returns, errors etc. HMRC investigations.	Relevant staff training and experience. To take note of advice from HMRC as required. Internal and external audit reviews.	Records of HMRC returns and submissions.	To appoint a member to note receipt of HMRC notifications.
Employer Liability	<u>Safety</u> of staff and visitors	1	1	Low	Funding cost of a successful action or claim against the Council. Reputational risk.	Adequate insurance. Relevant staff training. Adherence to Council policy on lone working and health and safety.	Current insurance policy. Signed confirmation of acceptance of policy. Training certificates	Revisit employee safe-working policies/ lone-working policy. Creation of H&S Policy
Contractual Liability	<u>Failure</u> to fulfil contract	1	2	Medium	Cost of legal support in event of claim. Reputation at risk.	Adequate insurance. Both sides to agree terms of contract. Contractors to provide proof of insurance cover.	Copy of agreed written contract signed & retained. Copy of contractors' insurance retained.	
Legal liability	<u>Non-compliance</u> with legal powers (acting <i>ultra vires</i>)	1	1	Low	Potential reputational and financial risk.	Executive Officer clarifies the legal position. Legal advice to be taken as necessary. Regular WorcsCALC updates circulated. Access to CALC /NALC	Council minutes. General Power of Competence achieved and implemented July 2015.	
Legal liability	<u>Inaccurate</u> and/or non- timely reporting via the minutes	1	3	Medium	Inappropriate or no actions undertaken. Reputational risk.	Full council meets regularly and receives and approves minutes of meetings.	Council minutes consecutively numbered, signed and dated. Hard copy available as well as via the website.	Annual review of Freedom of Information requirements.

Likelihood multiplied by Impact = Risk Rating Score.

Risk Ratings: High 5; Medium 4,3,2; Low 1

RISK AREA	POTENTIAL RISK IDENTIFIED	LIKELIHOOD OF OCCUR	IMPACT	RISK RATING SCORE	POTENTIAL IMPACT	STEPS TO MITIGATE RISK (CONTROL)	EVIDENCE	ACTION (AGREED IMPROVEMENTS)
					Non-compliance with the Freedom of Information Act	Minutes made available to public via the Council website. Staff training.		
Legal Liability	<u>Inaccurate</u> and/or non-timely disclosure via public media e.g. newsletter / website	1	3	Medium	Misleading information provided. Legal claim against the Council Risk to reputation.	All media double-checked for accuracy. Newsletter proof-read. Permissions obtained. Libel/slander insurance cover	Regular reporting to council, recorded in minutes. Signed copies of permissions retained.	
Legal Liability	<u>Misconduct</u> of staff	1	1	Low	Risk to reputation 3 rd -party claim against the Council Cost of legal advice	Regular liaison with Executive Officer Membership of relevant professional body (SLCC/ILCM) CPD training	Diarised meetings Chairman and Executive Officer Support of membership to SLCC. Annual appraisal and review of training needs	
Health & Safety	<u>Failure to comply with legislation</u>	1	3	Medium	Action or claim against the council. Reputational risk	Policies on health and safety adopted and reviewed every two years. Checklists and risk assessments of relevant activities are undertaken. Training of staff. Lead Health and Safety Officer identified.	Review of policy minuted. Health and Safety policy available. Accident record book retained in office. First-Aid kit available in office	Check suitability of First-Aid kit and purchase replacement items if required. Regular review of H&S policy.
Legal Liability	<u>Document control</u>	1	2	Medium	Loss of key data. Confidential data compromised. ICO investigation. Council unable to function effectively	Any key legal documents kept in locked office cabinet or archived at County Records Office. Computer backed up regularly using stand-alone hard drive.	Schedule of which documents are contained in locked cabinet and those at County Archive.	Identify and list statutory documents (e.g. employers' liability, minutes) and where stored.
Councillor Propriety	<u>Non-Declaration of Interests</u>	1	3	Medium	Councillors' conflict of interest Corruption Reputational risk	Register of Interest completed and reviewed annually.	Register available online via link to District Council website.	

Likelihood multiplied by Impact = Risk Rating Score.

Risk Ratings: High 5; Medium 4,3,2; Low 1

RISK AREA	POTENTIAL RISK IDENTIFIED	LIKELIHOOD OF OCCUR	IMPACT	RISK RATING SCORE	POTENTIAL IMPACT	STEPS TO MITIGATE RISK (CONTROL)	EVIDENCE	ACTION (AGREED IMPROVEMENTS)
						Agenda item to prompt all to declare any DPI's/ODI's. Update forms available at meetings Training of councillors	All declared interests recorded in Parish Council minutes Councillors' training record maintained	
Councillor Propriety	<u>Non-compliance with Code of Conduct</u>	1	3	Medium	Bringing the Council into disrepute	Signed acceptance of Code; copy provided to all members. Training of councillors	Parish Council minutes Councillors' training record maintained	Ensure new members receive appropriate training
IT	Failure of IT System	1	4	Medium	Loss of service	Upgrade / service equipment regularly	New PC and laptop purchased in May 19 as old equipment over 6 years old. Unlikely that both the PC and laptop would fail at the same time meaning that loss of service is minimal.	Purchase extended warranty on IT Equipment.
IT	Security	2	2	Medium	Cybercrime – Ransomware / Malware	Antivirus software applied to all systems. Back up to cloud system.	Annual renewal of antivirus. Emails are quarantined automatically if from an unfamiliar source. Two – step authentication on financial websites. Password protection on all ecommerce activity and council's own website.	Different passwords for each website.
IT	Security	1	2	Medium	Theft	Insured to cover cost of replacement. No data stored on either PC or laptop as all cloud-based storage – minimises the risk of data	Current insurance policy. Different passwords to Pc and Laptop.	

Likelihood multiplied by Impact = Risk Rating Score.

Risk Ratings: High 5; Medium 4,3,2; Low 1

RISK AREA	POTENTIAL RISK IDENTIFIED	LIKELIHOOD OF OCCUR	IMPACT	RISK RATING SCORE	POTENTIAL IMPACT	STEPS TO MITIGATE RISK (CONTROL)	EVIDENCE	ACTION (AGREED IMPROVEMENTS)
						protection and council integrity.		

Approved by Barnt Green Parish Council at the Parish Council Meeting 21 September 2020 and signed by the Chairman.

_____ Date _____

Review Date: September 2022

Likelihood multiplied by Impact = Risk Rating Score.
 Risk Ratings: High 5; Medium 4,3,2; Low 1

BARNT GREEN PARISH COUNCIL

80 Hewell Road, Birmingham, B45 8NF

0121 447 9893

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www.barntgreen.org.uk



Risk review log September 2020

Item	Frequency	Last review	Comments / actions
Parish Council Insurance			
Public Liability	Annual	June 2020	£10m any one event
Employers' Liability	Annual	June 2020	£10m any one event inclusive of costs
Officials' & trustees' indemnity	Annual	June 2020	£500,000
Property and Contents	Annual	June 2020	As policy
Property business interruption	Annual	June 2020	£10,000
Personal accident	Annual	June 2020	£100,000
Internet and Email	Annual	June 2020	£50,000
Crisis Containment	Annual	June 2020	£25,000
Business travel	Annual	June 2020	As policy
Ad hoc event insurance	Ongoing		Executive Officer arranges as required
Millennium Park			
Qualified Equipment Inspection	Annually	March 2020	RoSPA
Inspection by local inspector	Weekly	Sept 2020	Andlin Cleaning
Review of fencing, planting and other peripheral matters	Annually		Informal: Cllrs and Community
Inspection of trees	Ongoing		Ongoing during yearly maintenance contract
Review of litter and dog waste collection services	Ongoing		Meeting with Bromsgrove DC manager, Matt Austin
Litter picking risk assessment	Annually	Jan 2020	Outdoor Parish Caretaker
BG Playing field			
Inspection of equipment	Annually	March 2020	RoSPA
Inspection of goal posts	Ad hoc		Informal visual inspection by Cllrs
Inspection of trees	Ongoing		Wade Muggleton, WCC
Review of litter and dog waste collection services	Annually	June 2020	BDC – Simon Ellison
Hewell Road			
Bus Shelter	Ad hoc	Ongoing	Informal visual inspections
Defibrillator	Weekly	Sept 2020	Carried OPC reported
Planters	Ad hoc	Ongoing	Informal visual inspections
Notice boards	Ad hoc	Ongoing	Informal visual inspections
Bench seats, various sites	Ad hoc	Ongoing	Informal visual inspections
Commuters' Car Park			
Inspection	Ad hoc	Ongoing	OPC
Footway Lighting			
Streetlamps - structural and safety	Ongoing		GJH Electrical Services
Financial Matters			
Review banking arrangements	Annually	ongoing	Parish Council
Review of insurance providers	Annually	June 2020	Parish Council
VAT returns submitted	Quarterly	June 2020	Executive Officer
Budget agreed, monitored and reported	Annually	Jan 2020	Parish Council
Precept requested	Annually	Jan 2020	Parish Council
Review of book-keeping	Monthly	August 2020	Monthly Scribe Accounting reported at PC Meeting
Review of payments procedure	Annually	May 2019	Parish Council & Finance Working Group N.B. Due to Covid-19 legislation no annual meeting took place in 2020 to be reviewed in May 2020.
Review of bank reconciliations	Monthly		At each Parish Council meeting
Clerk's salary reviewed	Annually	Jan 2020	Parish Council following staff appraisal
Chair and Member allowances	Annually		Advised following BDC Panel recommendation
Independent Internal audit	Annually	Jan 2020	Parish Council meeting
External audit	Annually		Externally appointed; Annual Return approved by Council and EA's comments reported.
Record Keeping			
Minutes properly recorded	On-going		Parish Council approval, signed by Chairman
Asset register maintained	On-going		Audit requirement
Financial Regulations reviewed, updated and applied	On-going	May 2019	Annual Parish Council Meeting. N.B. Due to Covid-19 legislation no annual meeting took place in 2020 to be reviewed in May 2020.

Item	Frequency	Last review	Comments / actions
Standing Orders reviewed, updated and applied	Annual	May 2019	Annual Parish Council Meeting. N.B. Due to Covid-19 legislation no annual meeting took place in 2020 to be reviewed in May 2020.
Computer Records Back-up	Daily		Backed up to Cloud daily.
Review of storage arrangements for minutes	Annually	Jan 2020	Executive Officer – office-based records; after 5 years deposited at County Archive
Mail addressed to Councillors	Daily		Exec Officer to open all mail delivered to office
Employees and Contractors			
Contract of employment	Annually	Jan 2020	Staff Appraisal
Contractors' indemnity insurance	Annually		Current contractors are asked to provide on an annual basis as each is renewed.
Written arrangements with contractors	Annually 5-years		J Bishop, GJH Electrical, N Hosking Bromsgrove DC (Lengthsman) 2020
Lengthsman competence	Annual		Check working as per WCC requirements
Litter picker arrangements	Ongoing		Outdoor Parish Caretaker
Office risk assessment	Annually	Jan 2020	Executive Officer
PAT Testing	Annually		Not required
Cleaner's risk Assessment	Annually		Not required
Lease of office	5-year		Renewal date 2020. Not signed due to disability access. Landlord to sort.
Volunteer appraisal	As req'd		Volunteers deliver the newsletter; pick litter, planting – all to be provided with contact details and introductions.
Members' Responsibilities			
Adoption of Code of Conduct	On-going		Parish Council – revised version for May 2019
Review and update of Register of Members' Interests	On-going		Members are reminded of this on each agenda
Register of Gifts and Hospitality	On-going		Councillors
Awareness of Equalities requirements; Health & Safety	Ongoing		Executive Officer arranges risk assessments for individual activities; policies adopted as appropriate
Information and training on new and existing regulations	On-going		Executive Officer is CiLCA qualified. Councillors attend District CALC Councillors attend appropriate topic briefings
Legal Compliance			
			CALC updates checked; Annual subscription to Clerks & Councils Direct
Office Premises			
			Key holder list checked annually Cleaning, as needed, by EO Carpet cleaning to be reviewed Entrance way – request to comply with equal opportunities. Entry alarm code changed periodically No fire exit or emergency exit Fire extinguisher First Aid kit up to date No money retained on premises All paperwork filed in lockable cabinets at end of work session.
Policy Reviews	On going		Regular check of review calendar
Publication Scheme	Annual	July 2020	Update as required
Local Council Award Scheme	Annual		Review requirements to ensure keeping up to date
Website	Ongoing		Ensure legal compliance and that required information is available eg Publication Scheme

Agreed by Barnt Green Parish Council

Date:

Signed:.....
Chairman, Barnt Green Parish Council

Date of next review: September 2021

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Operational Risk Assessment

Recommended Actions	
1.	Availability and performance of Councillors
	<p>In addition to legal duties, Councillors are expected to:</p> <ul style="list-style-type: none">• complete a full term of office where possible• maintain a list of potential councillors• advise, in good time, an intention not to stand for re-election• agree an annual timetable of Parish Council meetings• attend meetings whenever possible• give notice if unable to attend planned meetings• advise the Executive Officer if away from home for more than 5 consecutive weekdays• maintain and keep up to date their entry on the Members' Register of Interests• attend recommended training courses• read key procedures and code of conduct annually• prepare adequately for meetings• support the Chairman and decisions made in parish council meetings. <p>Chairman to: be the public face of the Parish Council who speaks for, and represents, the council at parish, community or other civic occasions.</p>
2.	Availability and performance of Executive Officer
	<p>When necessary, the Parish Council is to:</p> <ul style="list-style-type: none">• advertise Executive Officer vacancy in local press and via CALC Update• follow the terms of employment recommended by NALC• appoint only following interview and receipt of satisfactory references• provide, maintain and keep up to date all necessary office, computer, storage and communication equipment and facilities <p>Executive Officer is expected to:</p> <ul style="list-style-type: none">• possess, or undertake training for, CiLCA qualification• give 1 months' notice of termination of employment• notify annual leave dates with Council Members• notify councillors of significant anticipated absences• publish an out of office email response with an alternative point of contact if unavailable for more than 5 working days• attend recommended training courses• maintain a Continuous Professional Development record of at least 12 points each year• create and keep up to date a key procedures document
3.	Quality, confidentiality, security
	<p>Executive Officer to:</p> <ul style="list-style-type: none">• maintain a filing system facilitating easy access to Parish Council records• safeguard key documents against loss by theft or fire by creating an electronic copy• arrange for Council records to be securely retained for the period required by legislation• ensure that the Council's computer facilities are protected by industry standard anti-virus software

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	<ul style="list-style-type: none">• use cloud storage to save parish council computer files and retrieve off site• provide the Chairman with a list of computer/internet passwords in a sealed envelope• maintain an email address specifically for Council business• confirm annually that personal computer is protected by up-to-date software• maintain and keep up to date an inventory of Parish Council assets• ensure that Parish Council assets are adequately insured• lock and alarm the Parish Council office when unoccupied• allow public access to the office only if satisfied about personal safety• send newsletter copy to Councillors, contributors, event organisers and those mentioned in the publication for checking and permission (where necessary) prior to print• be mindful of libel, copyright, data protection and confidentiality issues when preparing or accepting copy, letters or other communications• confirm annually the ownership of the council URL and that the website administrator uses industry standard protections against viruses and hacking• maintain the standards expected of the Local Council Award Scheme (Foundation Award) <p>Parish Council to review the following at regular intervals with review date on these documents:</p> <ul style="list-style-type: none">• Standing Orders, Financial Regulations and Code of Conduct• Key procedures guidance, including this document• Complaints policy, grant awarding policy and publication scheme• Asset register and insurance/libel cover
4.	Emergency and Contingency
	<p>The Executive Officer, Chair, Vice-Chair and one other councillor to hold keys to the Parish Council office</p> <p>The Executive Officer to maintain and keep up to date an Emergency Plan, including key contact details.</p>

Approved at the Barnt Green Parish Council Meeting on Monday 21 September 2020

Signed:.....
Chairman, Barnt Green Parish Council

Date of next review: September 2022

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COMMUNICATIONS RISK ASSESSMENT

Topic	Risk	Freq	Impact	Suggested Action
Complaints	Responding to complaints	Low	High	Keep the Parish Council's complaints procedure under annual review and follow its guidance.
Executive Officer's absence	Delayed responses Missed deadlines	Med	Low	<p>The Executive Officer to advise parish councillors of anticipated absences from the office on days when it is advertised as open.</p> <p>The Chair, Vice-Chair and one other councillor to hold keys to the Parish Council office.</p> <p>Councillors to cover, as appropriate, the Executive Officer's known absences from the office.</p> <p>Councillors covering the office to open mail and review answerphone messages for matters requiring urgent attention. In the absence of the Executive Officer, urgent matters to be referred, under delegated powers, to the Chair and Vice-Chair.</p> <p>If the Executive Officer is unable to respond to email communications for a period of more than 2 working days an out of office message shall identify an alternative point of contact.</p> <p>Parish Councillors should advise the Executive Officer and other councillors if away from home for more than 5 weekdays.</p> <p>See sections on newsletter and website.</p>
Communications	Policy and reputation	Med	High	<p>The Executive Officer shall undertake email and written correspondence on behalf of the Parish Council.</p> <p>Parish Councillors shall not normally enter into written communications in the name of the Parish Council.</p> <p>The Executive Officer shall communicate clearly, accurately and in a manner that does not bring the name of the Parish Council into disrepute.</p>
Communications	Confidentiality	Low	High	<p>The Executive Officer to maintain an email address specifically for Parish Council business.</p> <p>Parish Councillors to maintain a private email address specifically for Parish Council business.</p>
Communications	Conduct	Low	High	Parish Councillors shall follow the guidance given by the Parish Council's Code of Conduct.
Paper records	Filing, storage and archive	Low	Med	<p>The filing of Parish Council's records be carried out in such a way that documents can be easily retrieved.</p> <p>Parish Council records to be securely retained for the period required by legislation.</p> <p>Assets such as payment cards to be securely retained.</p> <p>The Parish Council shall provide, such storage and archive facilities as are required for its records and assets to be retained securely and accessibly.</p>

Topic	Risk	Freq	Impact	Suggested Action
Computer records	Filing, storage and archive	Low	High	<p>The Executive Officer –</p> <p>Will ensure that the Parish Council's computer facilities are protected by industry standard anti-virus software.</p> <p>Will organise the regular back-up of parish council files to cloud based software.</p> <p>Will file the Parish Council's records in such a way that available documents can be easily retrieved.</p> <p>Shall arrange for Parish Council records to be securely retained for the period required by legislation.</p> <p>Will provide the Chairman with a list of passwords in a sealed envelope which shall be opened only in an emergency and in the presence of another councillor who shall verify that the envelope had not been previously opened.</p>
Meetings	Representation	Med	High	Use professional equipment, rehearse/run through.
Newsletter	Quality, errors and omissions, absence	Low	High	<p>The Parish Council to review annually its libel cover.</p> <p>Executive Officer to be mindful of copyright when preparing copy.</p> <p>Parish Councillors to offer copy to the Executive Officer for inclusion in the newsletter. The Executive Officer will check the copy and edit it for inclusion in the space available.</p> <p>Executive Officer to send copy to contributors, event organisers and those mentioned in the publication for checking and permission (where necessary) prior to print.</p> <p>The Executive Officer shall communicate clearly, accurately and in a manner that does not bring the name of the Parish Council into disrepute.</p> <p>Executive Officer to send copy to Parish Councillors for comment and checking prior to print.</p>
Website	Quality, errors and omissions, absence	Med	Low	<p>The Executive Officer and Parish Councillors to be mindful of the need to produce appropriate copy for the website on a regular basis.</p> <p>Parish Councillors to monitor agreed sections of the website in order to ensure up to date copy and to ensure that any broken links are quickly identified.</p>
	Website ownership Website Protection	Low	High	<p>The Parish Council possesses correspondence from the website developer confirming the Parish Council's ownership of its website and url www.barntgreen.org.uk</p> <p>The company hosting the website uses industry standard protections against viruses and hacking.</p>

Approved at the Barnt Green Parish Council Meeting 21 September 2020

Signed: _____
Chairman, Barnt Green Parish Council

Date of next Review: September 2022

REPORT ON DEED OF EASEMENT

CLAUSE	DESCRIPTION
3	The content set out at clause 3-recitals, simply refers to the background of what has been agreed. In essence it is the rights for the statutory undertaker (Severn Trent Water Limited) to be able to lay and maintain their apparatus under the strip of land. The strip of land is coloured yellow on the plan attached.
5	This sets out the rights that are being granted by Cala Management Limited and Barnt Green Parish Council to Severn Trent Water Limited for the benefit of the strip of land and the SuDS Facility which fall on Cala Management Limited's land.
6	This clause confirms that Severn Trent covenants with Cala Management Limited and Barnt Green Parish Council to observe and perform their covenants which are set out in the Third Schedule of the Deed of Easement.
9.2	Any disputes arising regarding the Deed of Easement is to be determined in default by a single arbitrator which is to be agreed upon between the parties. This is a standard default position for any disputes.
9.3	Severn Trent is not responsible to pay any payment to any other parties including Barnt Green Parish Council for any diminution in the value of Barnt Green's land, that arise from Severn Trent Water exercising the rights under this deed.
9.4	This is similar to clause 9.3 regarding Severn Trent not being required to pay for any fees or compensation for the use of the pipes and maintenance of the strip of land and the SuDS land.
10.1	This clause confirms that although the deed will become operative on the date that it is signed and dated, however the rights will not be exercisable by Severn Trent Water until the vesting date. The vesting date is when the apparatus installed by Cala Management is declared by Severn Trent as taken over and adopted.
The First Schedule	This lists the rights that are being granted by Cala Management Limited to Severn Trent Water.
The Second Schedule	<p>This sets out the rights that are being granted by Barnt Green Parish Council over the car park land to and for the benefit of Severn Trent Water. This Schedule should be read carefully by Barnt Green Parish Council so that they are aware of the rights that they are granting.</p> <p>Although these rights are in the standard form required by Severn Trent Water, however they should be reviewed carefully.</p> <p>I will be grateful if following review, Barnt Green Parish Council could let me know if they have any issues with the rights set out under the Second Schedule.</p>
The Third Schedule	This Schedule sets out the covenants provided by Severn Trent Water Limited to both Cala Management Limited and Barnt Green Parish Council. In summary, these covenants require Severn Trent to reimburse for any costs incurred by the land owners for any damage or injurious caused by Severn Trent Water and the works carried out in connection with exercising their rights. However please note that Severn Trent will not be reimbursing for any trees or shrubs that have been required to be removed in order for the apparatus equipment to work sufficiently and adequately.
Paragraph 3 of the Third Schedule	This provides a provision which requires Barnt Green Parish Council to give immediate notice to Severn Trent Water of any claim which is deemed to be covered by the indemnity

	provided by Severn Trent Water. Further, Barnt Green Parish are not to make admission of liability or settle or compromise any such claims that are likely to be covered by Severn Trent Water with a third party without first having the consent in writing from Severn Trent Water.
The Fourth Schedule	Part one sets out the covenants granted by Cala Management Limited and Barnt Green Parish Council in relation to the strip of land. These covenants set out in paragraphs between 1 – 4 (inclusive) and will need to be considered carefully by Barnt Green Parish Council in order to determine if any of these will cause an issue with the car park operation. If any of these are to cause any issues then please let me know so that I can look to amend the standard clauses.
The Fourth Schedule Part Two	This refers to Cala Management’s covenants in relation to the SuDS Facility that is provided to Severn Trent Water and therefore does not affect Barnt Green Parish Council.

Dated

2020

- (1) Cala Management Limited
- (2) Barnt Green Parish Council
- (3) Severn Trent Water Limited

Deed of Grant of easements relating to a SuDS facility
at
Fiery Hill Road, Barnt Green

**Eversheds Sutherland
(International) LLP**
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Birmingham
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LAND REGISTRY
Land Registration Act 2002

County and District: Worcestershire: Bromsgrove

Property: Land on the South East side of Cherry Hill Road, Barnt Green, Birmingham, land lying to the east of The Barnt Green Inn, Kendal End Road, Cofton Hackett, Birmingham and a car park at Fiery Hill Road, Barnt Green, Birmingham

Title Numbers: HW157212, WR137039 and WR191216

THIS DEED OF GRANT is made on

BETWEEN

- (1) The First Grantor **CALA MANAGEMENT LIMITED** (Company registration number SC013655) whose registered office is situate at Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU
- (2) The Second Grantor **BARNT GREEN PARISH COUNCIL** of 80 Hewell Road, Barnt Green, Birmingham B45 8NF
- (3) The Undertaker **SEVERN TRENT WATER LIMITED** (Company registration number 2366686) whose registered office is situate at Severn Trent Centre, 2 St John's Street, Coventry, CV1 2LZ

1. Definitions

In this deed the following shall apply:

"Apparatus" means a sewer being underground pipes together with all tunnels conduits manholes inspection chambers hydrants meters valves surface covers electric cables controls or other accessories embankments discharge structures and apparatus for the purposes of remote control of valves by telemetry or other equipment flow measurement and other purposes for the efficient management of the Undertaking and any duct cable or pipe therefor and any works ancillary to any of the items in this paragraph and necessary and expedient in relation to the exercise of the Rights

"Consideration" means the Undertaker's Covenants

“Dominant Tenement”	means the Undertaking and in particular the Apparatus together with the land properties and rights relative to it
“First Grantor’s Covenants”	means the covenants on the part of the First Grantor contained in Part Two of the Fourth Schedule
“ First Grantor’s Property”	means the property known as land on the South East side of Cherry Hill Road, Barnt Green, Birmingham and registered with title absolute under title number HW157212
“First Grantor’s Rights”	means the easements and rights contained within the First Schedule
“First and Second Grantor’s Covenants”	means the covenants contained in Part One of the Fourth Schedule
“Pipe”	means that part of the Apparatus as consists of a pipe or pipes and is shown for identification only by blue lines on the Plan
“Plan”	means the plan annexed to this Deed
“Rights”	means the First Grantor’s Rights and the Second Grantor’s Rights when referred to together
“Second Grantor’s Property”	means the property known as a car park at Fiery Hill Road, Barnt Green, Birmingham and registered with title absolute under title number WR191216
“Second Grantor’s Rights”	means the easements and rights specified in the Second Schedule
“Section 104 Agreement”	an agreement made pursuant to Section 104 of the Water Industry Act 1991 dated the [] day of [] Two Thousand and [] and made between [] (1) [] (2) [] (3)
“Strip of Land”	means all those pieces or parcels of land situate at the Property shown for the purposes of identification only coloured yellow on the Plan having a width of 10 metres and unless the contrary shall be stipulated or be clear from the Plan the Strip of Land shall lie one half to each side of the centreline of the Pipe

“SuDS Facility”	means the device or devices (and all apparatus ancillary thereto) that have been or will be constructed on or within the land shown edged orange on the Plan and are intended to accept and deliver (as the case may be) water from or to the Pipe together with the land that they occupy together with all apparatus ancillary thereto as are within the land shown edged orange or are shown by orange lines on the Plan
“Title Guarantee”	means Full Title Guarantee
“Title Number(s)”	means Title Numbers HW157212 and WR191216
“Undertaker’s Covenants”	means the covenants on the part of the Undertaker contained in the Third Schedule
“Undertaking”	means the undertaking of the Undertaker within its area as particularised in a document dated 24th August 1989 and entitled “Instrument of Appointment by the Secretary of State for the Environment of Severn Trent Water Limited as a water and sewerage undertaker under the Water Act 1989” and each and every part of it
“Vesting Date”	means the date upon which the Apparatus is declared by the Undertaker to be vested in it

2. Interpretation

1. In this deed the following shall apply:-
 - 1.1 where the context so admits words importing the singular number include the plural number and vice versa words importing one gender include both genders and references to a person are deemed to include any individual, firm, unincorporated association or body corporate;
 - 1.2 any reference to any statute or order or to any provision of the same are construed as including reference to any statutory modification or re-enactment thereof and to any relevant regulations or statutory instruments made under any state or in connection therewith and from time to time in force;
 - 1.3 where the context so admits the expressions “The First Grantor”, “The Second Grantor” , and “The Undertaker” are deemed to include their respective successors in title and assigns and if at any time The First Grantor, The Second Grantor and

Undertaker shall consist of more than one person any obligations which they undertake shall be enforceable against them all jointly or against each individually;

1.4 references to clauses, paragraphs or Schedules unless otherwise specified mean the clauses, paragraphs or Schedules to this Deed;

1.5 headings to clauses and Schedules are disregarded in interpreting this Deed;

1.6 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Deed is to be unaffected;

1.7 any covenant by any party to this Deed not to do an act or thing is deemed to include an obligation not to permit or suffer such act or thing to be done; and

2. **WHEREAS:**

3. **Recitals**

3.1 The First Grantor is the Registered Proprietor of part of the Strip of Land and the SuDS Facility within the First Grantor's Property;

3.2 The Second Grantor is the registered proprietor of the part of the Strip of Land within the Second Grantor's Property;

3.3 The Undertaker is for the purposes of the Water Industry Act 1991 a water and sewerage undertaker;

3.4 The Undertaker desires to lay construct retain use and maintain the Apparatus in under through over or above the Strip of Land pursuant to its powers under the Water Industry Act 1991 and all other powers enabling the Undertaker;

3.5 The First Grantor has agreed to grant the First Grantor's Rights and The Second Grantor has agreed to grant the Second Grantor's Rights for the benefit of the Dominant Tenement;

3.6 It has been agreed that The First Grantor, The Second Grantor and the Undertaker shall enter into the First Grantor's Covenants, The First and Second Grantor's Covenants and the Undertaker's Covenants respectively; and

3.7 By virtue of the Section 104 Agreement it was agreed that [] should construct (inter alia) the Apparatus and that the same should (after the happening of certain events and subject to the performance and observance by The [] of certain agreements and conditions) be vested in the Undertaker by a declaration in that behalf by the Undertaker and that prior to such declaration The [] should execute or secure the execution of a Deed of Grant of easement in respect of the Apparatus and any SuDS Facility.

4. **NOW THIS DEED WITNESSES** as follows:-
5. IN pursuance of the said agreement and in consideration of the Consideration
 - 5.1 The First Grantor GRANTS to the Undertaker with the Title Guarantee the First Grantor's Rights over in through under and upon the part of the Strip of Land and the SuDS Facility within the First Grantor's Property
 - 5.2 The Second Grantor GRANTS The Undertaker with the Title Guarantee the Second Grantor's Rights over in through under and upon the Strip of Land within the Second Grantor's Property
 - 5.3 Rights are granted for the benefit of the Dominant Tenement and each and every part of it such Rights to be exercisable at all times by the Undertaker its servants agents and all others authorised by the Undertaker TO HOLD unto the Undertaker in fee simple.
6. THE Undertaker covenants with the First Grantor and the Second Grantor a to observe and perform the Undertaker's Covenants.
7. THE First Grantor covenants with the Undertaker to observe and perform the First Grantor's Covenants and the First and Second Grantor's Covenants to the intent that the burden of the First Grantor's Covenants and the First and Second Grantor's covenants run with the Strip of Land and the SuDS Facility and every part of them and to benefit and protect the Dominant Tenement and each and every part of it capable of being so benefited or protected but not so as to render the First Grantor personally liable for any breach of covenant committed after the First Grantor shall have parted with all interest in the land in respect of which such breach shall occur.
8. THE Second Grantor covenants with the Undertaker to observe and perform the First and Second Grantor's Covenants to the intent that the burden of the First and Second Grantor's covenants run with the Strip of Land and every part of them and to benefit and protect the Dominant Tenement and each and every part of it capable of being so benefited or protected but not so as to render the Second Grantor personally liable for any breach of covenant committed after the Second Grantor shall have parted with all interest in the land in respect of which such breach shall occur.
9. IT is hereby agreed as follows in relation to their respective ownerships of the Strip of Land:
 - 9.1 The Rights are appurtenant to the Dominant Tenement (and for the avoidance of doubt the servient tenement is the Strip of Land and the SuDS Facility);

- 9.2 Any dispute arising between the parties to this Deed shall (unless the terms of this Deed or any statute or order otherwise requires) be determined in default of agreement by a single arbitrator to be agreed upon between the parties to this Deed or failing agreement to be appointed at the request of either party by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with Acts relating to arbitration for the time being in force;
- 9.3 The Undertaker shall not be liable to make any payment in respect of any diminution in the value of the interest of a tenant or other occupier of the Strip of Land and the SuDS Facility by reason of the provisions of this Deed or the exercise of the Rights and The First Grantor and the Second Grantor shall bear without recompense by the Undertaker any reduction in rent or money for use and occupation in respect of any such diminution;
- 9.4 Nothing contained in the Undertaker's Covenants shall in any way impose upon the Undertaker any liability to pay compensation for any act matter or thing in respect of which the Undertaker enjoys any immunity whether by reason of its statutory powers or otherwise; and
- 9.5 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or have the benefit of any term of this Deed save where this Deed expressly provides otherwise but none of the foregoing provisions of this clause affect any right or remedy of a third party which exists or is available apart from that Act.
10. IT is further agreed and declared that:
- 10.1 the provisions of this deed shall be operative as from the date hereof excluding the Rights which shall not be exercised prior to the Vesting Date; and
- 10.2 nothing in this Deed shall in any way restrict or derogate from the duties rights or powers of the parties under the Section 104 Agreement in relation to the Apparatus or from the discretion of the Undertaker as to whether the Apparatus should or should not at any time be the subject of a vesting declaration.

EXECUTED by the parties hereto as a Deed but not delivered until the date of this Deed

THE FIRST SCHEDULE

“First Grantor’s Rights”

1. The right of constructing placing and laying at any time the Apparatus whether all at one time or in part at one time and in part at another time or times and of keeping using inspecting the condition of reconstructing replacing relaying altering enlarging adjusting maintaining cleansing repairing conducting and managing the Apparatus.
2. The right of having and enjoying the free flow and passage of water with or without other matter by means of the Apparatus and (except where the Pipe (other than a storm-water overflow sewer) is used to convey foul water only) to:
 - 2.1 discharge from the Pipe into any SuDS Facility canal pond or watercourse (as defined by section 219(1) of the Water Industry Act 1991) within or adjacent to the Strip of Land;
 - 2.2 increase or decrease such discharge;
 - 2.3 retain and have such discharge flow along and within any SuDS Facility canal pond or watercourse;
 - 2.4 have such water as is in a SuDS Facility discharge into a Pipe (if any) canal pond watercourse or underground strata; and
 - 2.5 take samples of such discharge.
3. The right to have in the water entering the SuDS Facility soil and litter detritus or other matter or thing such that the same shall (as conditions from time to time may require) pass through and discharge from the SuDS Facility or be held in suspension in the water deposited in the SuDS Facility and settle out upon the surface sides or walls of or elsewhere within the SuDS Facility.
4. The right at all times with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Strip of Land by a route within the same or over the route (if any) shown coloured brown on the Plan or by such (if any) other convenient route from a public highway as the Undertaker shall require for all purposes in connection with the exercise of the rights under this Schedule.
5. The right where necessary and appropriate of constructing and maintaining in good and substantial repair access gates capable of withholding livestock or stiles at the ends of the Strip of Land in or through any hedges wall or fences on it such gates or stiles to be of a design to be approved by the First Grantor (such approval not to be unreasonably withheld or delayed).

6. The right of erecting and maintaining markers indicating the position and extent of the Strip of Land or the position of the Apparatus.
7. The right to access the SuDS Facility either along the Strip of Land or by a route (if any) shown coloured brown on the Plan or by such (if any) other convenient route from a public highway as the Undertaker shall require for the purposes of exercising its rights under this Schedule and carrying out works.
8. The right to inspect the SuDS Facility to ensure that The First Grantor is complying with the First Grantor's Covenants PROVIDED THAT if the Undertaker is of the opinion that The First Grantor is in breach of the First Grantor's Covenants then the Undertaker will (except in an emergency) serve written notice on The First Grantor:
 - 8.1 identifying the breach complained of;
 - 8.2 the works required to the SuDS Facility to remedy such breach; and
 - 8.3 requiring The First Grantor to remedy the defects within a reasonable period of time to be specified in the notice.
9. The right to:
 - 9.1 make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable; and
 - 9.2 take away all subsoil found surplus to requirements after any necessary tipping has been undertaken.
10. The right of fencing off the Strip of Land from the adjoining land of The First Grantor only for as long as is reasonably necessary.
11. The right of support for the Apparatus and the SuDS Facility from the subjacent and adjacent land and soil including minerals of The First Grantor.
12. The right to remove all or any trees and shrubs growing in the Strip of Land and any walls hedges and fences on it.

THE SECOND SCHEDULE

"Second Grantor's Rights"

1. The Right of constructing playing laying at any time the Apparatus whether all at one time or in part at one time and in part at another time or times and of keeping using inspecting the condition of reconstructing replaying relaying altering enlarging adjusting maintaining cleansing repairing conducting and managing the Apparatus
2. The right of having and enjoying the free flow and passage of water with or without other matter by means of the Apparatus
3. The right at all times with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Strip of Land by a route within the same or over the route (if any) shown coloured brown on the Plan or by such (if any) other convenient route from a public highway as the Undertaker shall require.
4. The right of erecting and maintain markers indicating the position and extent of the Strip of Land or the position of the Apparatus
5. The right of fencing off the Strip of Land from the adjoining land of The Second Grantor only for as long as is reasonably necessary
6. The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of The Second Grantor
7. The right to remove all or any trees and shrubs growing in the part of the Strip of Land within the Second Grantor's Property and any walls hedges and fences on it.

THE THIRD SCHEDULE

“Undertaker’s Covenants”

1. Without any unnecessary delay at its own cost to make good so far as may be practicable any damage done or occasioned to the Strip of Land by reason of the exercise of the Rights or any of them.
2. To pay proper compensation for any damage to or injurious affection of the Strip of Land (insofar as the same has not been so made good under paragraph 1 above) by reason of the exercise of the Rights or any of them such compensation in default of agreement to be referred to arbitration as provided in clause 4.2 PROVIDED THAT in the event of the Undertaker removing all or any trees or shrubs growing in the Strip of Land by virtue either of the roots of such trees or shrubs having damaged or (in the Undertaker’s opinion) being likely to damage the Apparatus or any walls hedges and fences then the Undertaker will not be under any duty to compensate The First Grantor and The Second Grantor financially or by replacing such trees or shrubs.
3. To indemnify The First Grantor and The Second Grantor from and against all taxes impositions and outgoings of an annual or recurring nature and any claims demands proceedings damages losses costs charges and expenses in respect of or arising out of the exercise of the Rights otherwise than arising in part or whole from any act or default of The First Grantor and The Second Grantor PROVIDED THAT The First Grantor and The Second Grantor shall give immediate notice to the Undertaker of every claim made against The First Grantor and The Second Grantor which The First Grantor and The Second Grantor considers is covered by this indemnity and shall not make any admission of liability or settle or compromise any such claim or demand without the consent in writing of the Undertaker.

THE FOURTH SCHEDULE

“First and Second Grantor’s Covenants”

PART ONE

the First Grantor and Second Grantor’s Covenants in relation to the Strip of Land

1. Not to use the Strip of Land for any purpose which may endanger or damage the Apparatus or interfere with the free flow and passage of water with or without other matter or any means of communication along or through the Apparatus or otherwise affect prejudicially the exercise of the Rights and in particular but without prejudice to the generality of the foregoing:-
 - a. not to erect construct or place within the Strip of Land any building wall structure erection or any work of any kind whether permanent or temporary or carry out on the Strip of Land any development within the meaning of the Town and Country Planning Act 1990 or any Order made under that Act PROVIDED THAT this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character;
 - b. not to withdraw support from the Apparatus; and
 - c. not to undertake any piling or percussive works within the Strip of Land.
2. Not to use the surface of the Strip of Land otherwise than for open space agricultural or garden purposes (but not for the planting of trees or shrubs other than shallow rooting shrubs) permitted by the Undertaker and in particular (but without prejudice to the generality of the foregoing) not to erect construct or lay in or upon the Strip of Land any pipes wires cables posts poles timber stone or materials or substance (except fences constructed with such gates or openings as may admit of the free exercise of the Rights) PROVIDED THAT this prohibition shall not apply to existing streets roads sewers drains pipes cables or wires in upon or over the Strip of Land or so as to prevent the construction in the future (subject to the prior written consent of the Undertaker which shall not be unreasonably withheld or delayed) of any street or road sewer drain pipe cable or wire across the Apparatus if and so long as the same shall be so constructed or placed at an angle of not less than forty five degrees formed by any such street road sewer drain pipe cable or wire and the Apparatus.
3. Not to alter the ground levels within the Strip of Land.
4. To advise any tenant for the time being of the Strip of Land of the existence of the Apparatus and of this Deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Strip of Land.

Part TWO

the First Grantor's Covenants in relation to the SuDS Facility

5. To maintain repair renew and replace the SuDS Facility at all times and keep in a clean tidy and operative condition so as to ensure that it permits the discharge of water with or without other matter from or to the Pipe (as the case may be).
6. Not at any time to alter the layout shape or topography of the SuDS Facility such that the same may function less well or less adequately for the storage or dispersal of water (as the case may be) than at the date hereof and in this regard the opinion of the Undertaker shall be final and binding.
7. To indemnify the Undertaker as to any actions costs claims or demands which the Undertaker may receive as to all matters relating to the SuDS Facility PROVIDED THAT the Undertaker shall give immediate notice to The First Grantor of every claim made against the Undertaker which the Undertaker considers is covered by this indemnity and shall not make any admission of liability or settle or compromise any such claim or demand without the consent in writing of The First Grantor.
8. To carry out such works as are referred to within any notice served pursuant to paragraph 7 of the First Schedule within the notice period specified and to the Undertaker's reasonable satisfaction failing which the Undertaker may carry out the works and recover the proper costs thereof from The First Grantor.

SIGNED as a deed)
by CALA MANAGEMENT LIMITED)
acting by its Secretary and a director)
or by two directors)

Secretary/Director

Director

SIGNED as a deed)
by BARNT GREEN PARISH COUNCIL)
acting by two Councillors in the presence)
of a Clerk:-)

Councillor

Councillor

Witness Signature:

Witness Name:

Witness Address:

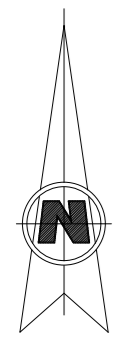
THE COMMON SEAL of)
SEVERN TRENT WATER LIMITED)
was affixed to this deed)
but not delivered until the date hereof)
in the presence of:-)

Authorised Signatory

Witness Signature:

Witness Name:

Witness Address:



The Contractor is to check all levels in conjunction with the finished levels of all roads, buildings and site boundaries. These levels shall be checked and approved by the Engineer prior to commencement of the works. If any discrepancy is found, the Contractor shall rectify the same immediately. The Contractor is to ensure that all levels are checked and approved by the Engineer prior to commencement of the works. The Contractor is to ensure that all levels are checked and approved by the Engineer prior to commencement of the works. The Contractor is to ensure that all levels are checked and approved by the Engineer prior to commencement of the works.

- GENERAL NOTES**
1. This drawing is to be read in conjunction with relevant architectural and engineering drawings.
 2. Levels indicated in blocks are Finished floor levels and are 150mm above adjacent finished ground levels unless otherwise shown.
 3. Levels of the existing roads at the point of cut-in with proposed site road must be checked prior to commencement of works.
 4. Any discrepancies between the details shown and actual on site conditions to be reported immediately to the engineer prior to commencement of works.

- ADOPTABLE ROADS AND SEWERS**
1. Roads, footways and parking bays which form part of the highway to be adopted under Section 38 of the Highways Act 1980 shall comply with the requirements of the Adopting Authority.
 2. Sewers to be adopted under Section 104 of the Water Industries Act 1991 shall comply with the Water Authorities Association "Sewers for Adoption 6th Edition" with any amendments specified by the Adopting Water Authority.
 3. All pipes to be used in adoptable sewerage shall be either clayware to BS EN 205 or concrete to BS EN 1916 and BS 5011 Part 1 with Class B bedding unless otherwise stated. With approval of the Adopting Authority, solid wall concrete, external or reinforced PVC pipes complying with the relevant provisions of BS EN 13476 may be used.
 4. Where cover to a pipe is more than 1200mm under adoptable carriageway the trench shall be filled to formation of the carriageway with well compacted 20.0mm quarried clean material.
 5. Where cover to a pipe is less than 1200mm under adoptable carriageway it shall be provided with concrete protection in accordance with the specification of the adopting authority and back filled to formation of the carriageway with well compacted 20.0mm quarried clean material. Where concrete bed and surround is specified flexibility of joints is to be maintained by using compressible bitumen impregnated fibreboard at each pipe joint.
 6. All existing drainage invert levels, diameters and locations are to be checked by the Contractor prior to the commencement of any proposed drainage work. Any difference between actual and drawn details is to be reported to the Engineer immediately.
 7. Positions of existing services/utility undertakers apparatus adjacent to or crossing proposed sewers is to be checked by the Contractor prior to starting work.

AS BUILT

Adoptable Drainage (As Built)

- S104 SW Sewer & MH
- S104 SW Manhole Ref. (Cover & Invert Levels)
S02
CL: 142.50
IL: 140.00
- S104 FW Sewer & MH
- S104 FW Manhole Ref. (Cover & Invert Levels)
F01
CL: 142.50
IL: 140.00
- Site Boundary

B	Drawings amended to suit land registry	10/07/2020	DA
A	ES2 submitted dated on both drawings. Litigant's mark on cover headland 2	28/11/2019	DA
	Final issue	24/10/2019	CS

Client:

Project: **Fiery Hill Road
Barnet Green**

Title: **Section 104 Agreement Plan
AS BUILT**

BANNERS GATE
CIVIL, STRUCTURAL & ARCHITECTURAL DESIGN SERVICES
10-11 Birmingham Street, Halesowen, West Midlands B63 3HN
Tel: 0121 687 1000 Fax: 0121 687 1501
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Scale	1:500 @ A0	Drawn	CS
Date	October 2019	Checked	
File	10070 / dwgs / civils / current	Drawing	10070 / ABS104B

The 'Adopt a Station' scheme enables individuals or groups to adopt their local railway station and contribute to its use and welfare.

Stations can become beacons of hope and revival for local communities and volunteer efforts can help restore their place as central to local life.

Our 'Adopt a Station' scheme enables individuals or groups to adopt their own local railway station and work with us as the Train Operating Company, playing an active role in reviving and enhancing their local Station.

Railway Station 'volunteer' activity provides a positive outlet for local energy to contribute to improving towns and villages and these community partnerships can be transformational for both economies and societies.

'Friends of a Station' come together to plant, paint, create, improve and promote and great friendships can be made with station staff, other volunteers and members of the wider community.



The rewards are evident in commuters and passengers' responses and the visible upgrades which are uplifting to witness.

As a company we are committed to getting closer to the communities we serve as this will result in us building a better railway. We are aware that we are merely custodians of much-cherished national community assets and we want to work with local people to use stations and train services to reflect and enhance community pride and prosperity.

Types of Station Adoption

Level One

Comprises station adoption on an informal basis by groups associated with the area who wish to undertake a variety of tasks at the station but do not wish to organise a formal group. We welcome this activity and support with Health and Safety Briefings and resources.

Level Two

Comprises station adoption by a formally constituted group with a Bank Account. The community Group apply for funding to various sources, undertake volunteer tasks at the station and attend our Community Rail Events. Works at their adopted station includes the list below plus wide-ranging activities as developed by the communities involved:

- Gardening and Landscaping
- Art Installations
- Events
- Pop-ups



DESTINATION STATIONS

West Midlands Railway

The Handbook

Friends, Station Adopters & Volunteers



A thank you poem for all our station volunteers, adopters and friends

Here's to the shopkeepers, office staff, pensioners, dads,
students with sass, and footballing lads
the mums, and the grandmas, the drivers of vans
who look at their stations, and come up with plans
who see something needs doing and decide there and then
that the someone who's going to do it is them

who paint and who plant, who make dreams become real
who make greenery grow beside ballast and steel
who give old buildings new purpose, their stations new heart
who put poems in waiting rooms, create murals and art
who roll up their sleeves and who don't make a fuss
who say this is our place, and it matters to us

who give up an hour in the evening, or one at weekends
who are links in a chain of an army of friends
who put a spring in your step and pep in your paces
a song on your lips and smiles on your faces
who see what is and what could be, then make it come true
who sow the seeds of small miracles, and then give them to you.

**Written by Steve Pottinger
from Poets, Prattlers, and
Pandemonialists**

*Poets, Prattlers and
Pandemonialists are a
collective of Black Country
poets dedicated to making the
world a better place, one poem
at a time. Find out more at
pandemonialists.co.uk*

INTRODUCTION

This booklet is for our growing community of station adopters, friends and volunteers who work with us to make our stations 'bloom'. Together we want to make our stations become 'destinations'. Places of welcome, of interest, of local fascination and of character.

For years people have seen stations as functional spaces and we're all working towards them becoming interesting and aspirational locations.



Fay Easton

Head of Community & Stakeholder
West Midlands Railway

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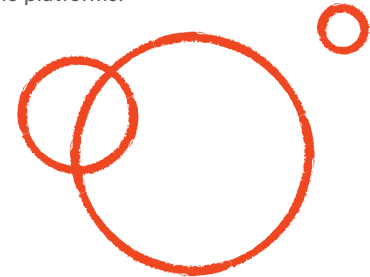
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Railway Steel Horse Sculptures

Leaping into view close to Coseley Station, this Steel Horse is one of twelve life size sculptures commissioned by British Rail and West Midlands Arts in 1987. The sculptor Kevin Atherton placed these magnificent pieces between Wolverhampton and New Street Station.

Today it's a challenge to spot them but this one is under the care of Coseley Station Adopters albeit in undergrowth to the far side of the station and one day we hope that we can bring him into full view on one of the platforms.



A POTTED RAIL HISTORY

UK Railways

The UK railway system is the oldest in the world and the arrival of rail changed the fortunes of towns, cities and communities across the country. Commercial developments flourished providing much-needed boosts to local economies and communities.

Glory Age

Railways have historically brought entrepreneurship, social enrichment and creative growth to local neighbourhoods. Our stations can once again provide beacons of hope symbolising local regeneration and revival and we all work towards this goal.

People Power

The UK leads the world in the Community Rail movement and our communities are central to the railway's growth.

The combined power of local residents, public authorities, private enterprises and entrepreneurs can bring regeneration, life and affection back to our stations, town centres and neighbourhoods.

Destination Stations

For years people have regarded rail journeys as A-B travel and our mission here is to provide passengers with unforgettable journeys, bringing to life the history of the stations they use and pass through. Those stations can represent the heritage and character of the towns, villages and communities along our railway lines and all are 'Destinations' in their own right.

OUR STATIONS

With rail use predicted to increase over the coming decades, the stations built as creative statements in the 19th century can become creative hubs of the 21st century.

Our stations provide first impressions and are critical as symbols of community connection and local pride, with the impact of stations going far beyond architecture and aesthetics. Their upgraded status can help to transform local economies and communities and Destination Stations can help bring customers into the local towns whilst enriching the passenger's travel experience.

West Midlands Railway welcomes Friends, Adopters and Volunteers to our stations across this region to help all of our stations become 'Destinations'.



Hall Green Station Adopters celebrating every station on the line 'adopted' with Fraser Pithie from Friends of The Shakespeare Line, Ian Taylor, Manager of the Shakespeare Line & Fay Easton. August 2020.



STATION FRIENDS, ADOPTERS & VOLUNTEERS

Our Friends, Adopters and Volunteers are stalwarts in their communities and are welcomed at the stations by staff and passengers alike. The joint efforts of company and community can bring more passengers to the trains and improve the experience of those passengers as well as generally increasing rail use with the following additional benefits:

1. Station Adoption can provide a spur to local regeneration and local media welcome the community and enterprise stories.
2. 'People stories' can develop powerful and positive PR for the locality.
3. Increased activity on the station can help reduce vandalism and anti-social behaviour.
4. When stations return to being community hubs, people will increasingly choose trains over cars, resulting in our streets being less congested and the air cleaner.



FRIENDS OF YOUR STATION



If you are keen to add some love to your local station and would like to plant, paint, promote and bring affection and enthusiasm to the platforms and your wider community, you will join a growing number of people who are investing their time, efforts and ideas to make their hometowns better places to live.

All around the UK, a new network of social action groups begins to form – anchored around railway stations. People meet, convene, unite and make a difference. Think of the difference a group of friends could make to your station. Volunteer groups for the station start with planting, arts and visual improvements. The biggest change that these groups make is that people become involved with their local stations, towns and villages.

It's increasingly recognised that the impact of our stations goes far beyond the 'travelling point' as these are connecting places for local people as well as markers in the history of the formation of their towns. People are increasingly concerned about the decline they witness in their towns and the stations have always evoked great warmth and affection from local people. There is now a groundswell of activity as local citizens find a contact to the rail company or know somebody who knows somebody who can tell them how a group of friends for the station can form. Between us we can help simplify that process - if you know of anyone in your local community, passengers or workmates who would be interested in taking a hand in making our stations more loved and more central in the lives and hearts of local people then just pass on our email address: ✉ friends@wmtrains.co.uk

Once groups form, they are astounded at the public interest and support that is generated.

IT'S ALL ABOUT IDEAS, IDEAS, IDEAS

- Would you like to join a 'Destination Stations' Panel to meet with other volunteers, share ideas and compare projects?
- What do you think of the idea to form a 'Friends Army' whereby we list our names as willing to help out the volunteer groups of other stations in times of need?
- Do you think it would be a good idea to sign up for monthly 'Friends News' e-newsletters?
- What about a monthly column: '5 mins with...' articles about volunteers?
- What are 'your top 3 ideas' for your station? Should we publish them plus a list of all stations available for adoption?
- 'Little Free Libraries'...have you seen these springing up all over the place? Would you like one at your station?

Any more suggestions please do let us know!

✉ friends@wmtrains.co.uk

INFORMATION, DOCUMENTS & FORMS

The following pages include useful documents, information and links to web pages that you might find useful.

This includes:

- Membership of a Station Adoption Group
- General terms and conditions
- Working on the platforms
- Network Rail guidelines



*Coseley Station Adopters
and Brilliant Gardeners*

STATION ADOPTER INFORMATION

West Midlands Railway will be delighted to work with you to develop and approve adoption projects for your station.

In general, activities that can be carried out by station adopters include:

- Planting, gardening, landscaping & green makeovers
- Reporting of vandalism and faults
- Painting, Art displays and installations
- Ideas for uses of empty buildings
- Pop Ups
- Open Days
- Friends Group Meetings

Activities that are not to be undertaken by station adopters include:

- Any repairs and alterations that involve structural aspects of buildings and fixtures

or

Any work that involves:

- Track, signals and equipment
- Level crossing equipment
- The use of pressure washers or electrical equipment
- Repairs or alterations to lighting or electrical fittings
- Working between the yellow line and the platform
- Working on or within 3 metres of the nearest rail of any track

EXAMPLE OF A STATION GROUPS 'CONSTITUTION'

(STATION ADOPTION MEMBERS MUST BE OVER 16 YEARS OF AGE)

If you are keen to add some love to your local station and would like to plant, paint, promote and bring affection and enthusiasm to the platforms and your wider community, you will join a growing number of people who are investing their time, efforts and ideas to make their hometowns better places to live.

The group shall be called :

"Friends of Station"

• The aims of the group are:

- To promote practical environmental enhancement works by volunteers for the benefit of the community and passengers.
- To publicise and raise awareness of the benefits of rail travel and improve the attractions of the station area and its environs to increase station 'footfall' and improve the quality of the environment.
- To encourage community involvement and ownership of the station environs.
- Promote where we can the wider economic and social regeneration of the town and environs.
- To campaign for improved infrastructure facilities and services.
- To work in partnership with ALL stakeholders to achieve these aims.

• To fulfil these aims the group will:

- Undertake practical environmental, conservation, recycling works and other activities as they see fit.
- Encourage partnerships with other like-minded groups to undertake such works.
- Raise money/funding when necessary including awards, grants and sponsorship for carrying out the aims of the group.
- Publicise their activities and achievements.

• The area is generally the environs of the station and the adjacent areas.

• Support grants are available from communityrail.org.uk and from the overseeing 'Friends' Group.

• Membership of group shall be open to anyone (over 16) interested in taking part in, or supporting, the works of the group.

• The group shall hold four meetings including an AGM each year to discuss its policy and administration. All members shall be entitled to attend and the meetings shall be fully advertised, especially at the station.

APPLICATION FORM

Date

I would like to apply to become a Station Adopter with West Midlands Railway.

I would like to adopt Station

Name of the Adopter

Address

Postcode

Tel Number

Email

Signature

Please send this form,
or a copy of this form,
with a passport-sized
photograph of yourself to:

Adopt-a-Station,
West Midlands Railway
FAO: Fay Easton
134 Edmund Street,
Birmingham,
B3 2ES

or email to
friends@wmtrains.co.uk

**Our Station Adopters at Hednesford
composed a poem during 2020
Lockdown and this raised a few smiles
around our community of volunteers.**

VE Day has gone
Best Kept Village too
No station adoption
For me and for you
Things look bleak at the moment
There's not much to do
Panic buying in Tesco
No rolls in the loo
But for the good people of Hednesford it's not all doom and gloom...
'Cos the daffs down at our station are in glorious full bloom!

Thanks to David Wisehall, Friends of Hednesford Station.





Friends Urban Art in situ for many years at Kings Norton Station



Friend's Fresh Baking to help along a volunteer work day at the station

SAFETY TIPS

- When working at the station, we must carry our ID cards and wear Hi-vis vests and it's also recommended that strong shoes and gloves be worn.
- We must not work or place tools within 2 metres of the platform edge.
- We must take care around cables and use trowels not spades in these areas.
- We must look out for and take care with 'sharps' and any broken glass.
- Materials used or rubbish generated during the works must be safely stored and disposed of.
- Plants and ornaments for landscaping should not be sharp or thorny.
- High pressure hoses cannot be used.

'Way of Working'



1. Members should familiarise themselves with and understand the content of the Community Licence Area, associated privileges and regulations within it, before entering site.
2. As a volunteer you may be working closely to the operational railway. It is an unusual place to work and can be dangerous; these instructions are designed to keep you and other volunteer members and the public safe.
3. Never go beyond the area which is designated in your community licence. Never go onto any railway track or any part of the railway that is outside the designated work area for your scheme, except where railway passengers are permitted. Designated access/ egress points are shown on the Community Licence plan.
4. Volunteers should familiarise themselves with work activity risk assessments associated to the privileges contained within the community licence, ensuring they wear appropriate personal protective equipment identified with each activity (safety footwear, gloves Hi-vis vest etc.).

5. Work activities identified within the risk assessments and method statements must be conducted by a minimum of two people.
6. Some injuries on the railway result from slipping, tripping or falling over, so always take care where you are walking and be mindful of the underfoot conditions when working within your licence area.
7. Always take care when setting up and dismantling your work site. Always take care when carrying equipment to and from the work area and always leave your work scheme area clean, tidy and free from hazards.
8. Always use the authorised access routes and ensure that any gates in the boundary fence are locked behind you. The authorised access routes are shown on the Community Scheme plan.
9. Never do anything which may damage or interfere with cables, electrical cabinets, signalling or other railway equipment. Never undertake any works within 1 metre of this equipment; this includes digging near equipment, putting anything on or against it, or allowing paint or other chemicals to come into contact with it.
10. Always wear your Hi-vis vest at all times you are within the designated area or the authorised access route to it. If a train driver sees you and sounds his horn you must raise one arm above your head to acknowledge it.
11. Never operate motorised vehicles or machinery unless competent to do so and the equipment is authorised by Network Rail. Never erect or use lighting that may conflict with the operational railway or cause a nuisance.
12. Never enter the designated community licence area if you are under the influence of alcohol or drugs. In particular, do not work on the licence area if you have drunk alcohol in the previous 8 hours.
13. An inherent danger within the railway environment comes from electrification; volunteers are reminded that:
 - Electricity supplies are never switched off.
 - An electrified rail looks like any other, but if you touch it, it's deadly.
 - Electricity can arc like lightning or 'jump up to three metres'. You can be electrocuted by touching any associated equipment.
14. If you believe something is wrong, such as a person, animal or object on the railway line, do not intervene. If there is a member of railway staff nearby tell them. Otherwise phone the Network Rail 24-hour Helpline on 03457 11 41 41. Tell them if you think it is an emergency. If you see a crime taking place phone 999.
15. You must always report any accidents, injuries or incidents to the person responsible on site. All accidents, injuries and incidents must also be reported to Network Rail on the form provided.



OUR VOLUNTEERS

Devote their time and energy to help the community through our organisation and these special individuals offer their services without expecting compensation. We do all we can to ensure that their work is safe and risk-free and we will always express our pride and gratitude in these stalwart members of society.

We are committed to conduct safety briefings covering how the volunteer can protect him/herself and community members from danger and injury while working at our stations and continue to support the volunteer efforts in any way possible.

Our organisation has a focus on minimising the risk of harm to the community members we serve and to the volunteers themselves and we provide health and safety briefings and advice and guidance on works to be undertaken.

We ensure that our volunteers have insurance cover whilst they are investing their time and energy at our stations and we hope that you will find this handbook a useful resource in the safety guidance and information contained herein.

Our final word is to say that we make all efforts to ensure that our volunteers feel warmly welcomed, highly valued and well-protected by the organisation.

The energy and input of our volunteers, friends and adopters is cherished by us as the train operating company and is of lasting benefit to the railways of the United Kingdom.



USEFUL CONTACTS

Our website: wmr.uk

Shakespeare Line FraserPithie@me.com

Individual station Adopter Groups on other lines friends@wmtrains.co.uk

Community Rail Network communityrail.org.uk

Community Rail Partnership for Heart of England juliasingletontasker@warwickshire.gov.uk

Community Rail Partnership for Worcestershire peter.chapman@wmre.org.uk

Destination Stations at West Midlands Railway fay.easton@wmtrains.co.uk

*Friends of Wellington
Station working
with Network Rail
Volunteers at WMR
first 'Corporate
Volunteer Day' in
May 2019*



BE SOCIAL

 @WestMidRailway

 West Midlands Railway

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