

Louth Town Council

The Sessions House, Eastgate,
Louth, Lincolnshire, LN11 9AJ

01507 355895

clerk@louthtowncouncil.gov.uk



To the Members of Louth Town Council:

You are hereby summoned to attend a Robed meeting of Louth Town Council and its Planning Committee, which will be held on Tuesday 14th January 2020 in The Old Court Room, The Sessions House, Eastgate, Louth at 7pm. The business to be dealt with at the meeting is listed in the agenda below.

Please note, there will be a 15 minute public forum between 6.45pm and 7.00pm when members of the public may ask questions or make short statements to the Council, and your attendance is requested during this period.

From 7pm a maximum of ten minutes will be set aside for the meeting to receive reports from the Police and a further maximum of 10 minutes will be set aside for the meeting to receive reports of elected Members of Lincolnshire County Council and East Lindsey District Council.

Finally, just prior to the commencement of the meeting there will be prayers or other religious observance, which will last approximately 5 minutes. Anyone not wishing to participate may leave the room at this time.

Mrs. L.M. Phillips
Town Clerk

Dated this 9th Day of January 2020

AGENDA

TOWN COUNCIL

(Chairman: Councillor F.W.P. Treanor)

1. Apologies for Absence

To receive and note apologies where valid reasons for absence have been given to the Town Clerk at least one hour prior to the meeting.

2. Chairman's Remarks

3. Declarations of Interest / Dispensations

To receive declarations of interest in accordance with the Localism Act, 2011 – being any pecuniary interest in agenda items not previously recorded on Members' Register of Interests and any written requests for dispensation received by the Proper Officer under section 22 of the Localism Act.

4. Council Minutes

To approve as a correct record the notes of the Council Meeting held on 26th November 2019. (Attached).

5. Committee Minutes

To confirm receipt of the minutes and adopt resolutions contained therein of the following Committee Meetings:

- a. Governance and Finance 22nd October 2019
- b. Planning 5th November 2019

6. Town Clerk's Report / Update

7. CCTV

Council to receive, agree and authorise the signature of new CCTV Agreement with ELDC.

8. Tidy Louth Working Group

Council to receive an update.

9. Louth Pie Day

Council to consider providing funds from their tourism budget in the sum of £288 to cover the cost of 4 banners which could also be used in subsequent years by the organisers of Louth Pie Day.

10. LGPS

Council to note that as an employer in the Local Government Pension Scheme (LGPS) it must, under the scheme's regulations, make certain decisions about its employees in line with a discretion statement that has to be published and regularly reviewed. Council to approve attached Discretionary Statement, compiled from the template provided by LGPS.

11. Housing Moratorium

Cllr. Mrs. J. Makinson-Sanders to propose that Louth Town Council write to ELDC to request that there be a moratorium on all new housing development in Louth until the town's inadequate infrastructure is upgraded to a state commensurate with 2020.

12. Events Working Group

Council to receive an update and resolve upon the way forward.

13. Precept

- a. Council to receive a recommendation from the Governance and Finance Committee made on 26th November 2019 to resolve to approve a precept request for 2020/21 of £315,680, which for a band D Council Tax Payer will result in an annual charge of £61.32, a monthly charge of £5.11 and a weekly charge of £1.18, which equates to a decrease of 3.87%.
- b. Council to delegate authority to the Town Clerk to complete the necessary form and submit to ELDC (Collection Authority) by the 20th January 2020 deadline.

14. Public Works Loan Board

Council to note that the next (6 monthly) instalment of the Council's Public Works Loan falls due on 31st January in the amount of £10,256.71. (£9,705.03 Principal and £551.68 Interest). Balance remaining £29,659.99. Payments will be complete 2021.

15. Closed Session Item

Council to resolve to move into closed session in accordance with the Public Bodies (Admission to Meetings) Act 1960 due to the business to be discussed in the following item, information being of a confidential, commercial and third party nature in relation to:

- a. Apiary
- b. Cemetery Equipment

16. Next Meeting

Committee to note that the next scheduled meeting of Louth Town Council will take place on 24th March 2020.

PLANNING COMMITTEE**(Chairman: Councillor D. Jackman, All Members)****1. Apologies for Absence**

To note apologies where valid reasons for absence have been given to the Town Clerk at least one hour prior to the meeting.

2. Declarations of Interest / Dispensations

To receive declarations of interest in accordance with the Localism Act, 2011 – being any pecuniary interest in agenda items not previously recorded on Members' Register of Interests and any written requests for dispensation received by the proper officer under section 22 of the Localism Act.

3. Minutes

To approve as a correct record the notes of the Planning Committee meeting held on 5th November 2019.

4. Applications received by the Local Planning Authority

- a. To consider and make observations on all planning applications received including those listed in the schedule (PA/Schedule 01-14-20).

5. Planning Correspondence

Committee to note planning decisions, enforcement complaints, appeal decisions, temporary road closures etc., as advised by the District and County Council.

6. Proposed Work to Trees

- a. **Location:** Land adjacent The James Street Family Practice, James Street, Louth
Proposal: T1 – Laylandii – Pollard from approx.. 14-16m to leave a finished height of approx. 10m. T2 – Willow – Prune back overhanging branches to riverbank.

7. Next Meeting

Committee to note that the date of the next scheduled Planning Committee meeting is 11th February 2020.

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11-26-19 TC MINS

**MINUTES OF THE LOUTH TOWN COUNCIL MEETING
HELD IN THE OLD COURT ROOM, THE SESSIONS HOUSE, LOUTH
ON TUESDAY 26th NOVEMBER 2019**

Present The Mayor, F.W.P. Treanor (FWPT) (in the chair).

Councillors: Mrs. E. Ballard (EB), J. Baskett (JB), M. Bellwood (MB), L. Cooney (LMC), S. Crew (SC), H. Filer (HF), D. Ford (DF), J. Garrett (JG), D.J.E. Hall (DJEH), D. Hobson (DH), G. Horton (GEH), A. Leonard (AL), Mrs. S.E. Locking (SEL), Mrs. J. Makinson-Sanders (JMS), K. Norman (KN), J. Simmons (JS), Mrs. P.F. Watson (PFW) and D.E Wing (DEW).

Councillors not present: A. Cox (AC) and D. Jackman (DJ).

The Town Clerk, Mrs. L.M. Phillips, the Town Clerk's Assistant, Mrs. M. Vincent, Sgt. L. Willoughby, Mr. W. Hamilton and three members of the public were also present.

Public Forum

- A member of the public spoke to the Council regarding the revised National Express route 449 which would now go to London via Mablethorpe and how this would make journeying to London far more difficult, and was also concerned that National Express would, in the end, withdraw the service altogether. Cllr. JS reported that Lincoln railway station were now running four new train services to London but that the fare was far more than the National Express coach. Cllr. MB said he thought we should write to National Express to note our concerns.
- Cllr. JMS congratulated (along with the rest of the councillors), Cllr. DH on his recent marriage.
- Cllr. FWPT reported that he had been to see the Louth Choral Society's production of Bach's Mass in B Minor and that the use of baroque instruments had been wonderful. Cllr. Mrs. EB had also attended the concert as a Patron of LCS.

258. Apologies for Absence

Apologies for absence were received from Councillors AC and DJ, Cllr. R. Jackson (ELDC), Cllr. T. Bridges (LCC) and Cllr. S. Parkin (LCC).

259. Declarations of Interest / Dispensations

None.

260. Chairman's Remarks

None.

261. Minutes

It was **RESOLVED** to approve as a correct record the notes of the Council Meetings held on 8th October 2019 and 22nd October 2019 and approve these as the minutes.

262. Committee Minutes

It was **RESOLVED** to confirm receipt of the minutes and adopt the resolutions contained therein of the following Committee Meetings: Governance and Finance – 13th August 2019, Community Resources – 24th September 2019 Planning – 8th October 2019, Personnel – 8th October 2019.

263. Town Clerk's Remarks

The Town Clerk brought Councillors attention to her tabled report. The Clerk also reported that the Christmas Tree in the Market Place was now in place and decorated. Cllr. AL asked if we would be writing to Mr. Strawson to thank him for the tree, the Town Clerk confirmed that this would be the case. Cllr. Mrs. EB also reported that a friend she had was also happy to donate a tree in future years. The Clerk reminded Council that although Mr. Strawson had offered a free tree for ten years, the Council had only resolved to accept the free tree for this year.

264. Closed Session Items

It was **RESOLVED** to go into Closed Session in accordance with the Public Bodies (Admission to Meetings) Act 1960 due to the business to be discussed in the following item, information being of a confidential, commercial, third party and sensitive nature in relation to:

A presentation from Sergeant L. Willoughby of Lincolnshire Police.

Following this presentation it was **RESOLVED** that the Council come out of Closed Session.

265. Community Apiary

Mr. Hamilton reported to the Council detailing the following:

That he had drafted an agreement and would be paying rent equivalent to the fee for agricultural land. That he estimated the size of the plot to be 2023sqm (approx. 70m x 30m). That he had visited and given a letter to all residents on Julian Bower. That there would be up to 45 hives. That the public would not have general access but arranged visits could be booked. That he would be willing to look after the boundary hedge. That he would erect a boundary fence and keep the site locked to protect it. That any honey would be branded as Louth Apiary Honey. It was noted that the Athletic Club should be informed that some of the field would no longer be available for use in running events. Cllr. AL suggested that the agreement could be based on the Mowing Licence the Council issued, and that this could be drawn up by Masons. It was **RESOLVED** that the Town Clerk should investigate whether this was possible, but that once the agreement had been drawn up, this would be brought back to the Town Council, and at that point, resolved upon. Mr Hamilton confirmed that the beekeeping year began in March and so would want to be in place before that time.

266. LCC Draft Corporate Plan

It was **RESOLVED** to respond that the Council accepted the Corporate Plan at face value, but that it lacked detail and that there was no mention of tourism at all. It should be recorded that the Council would have liked a representative from LCC to come and explain the plan in detail to the Council. Copies of the Council's response should be sent to Lincolnshire County Councillors T. Bridges and S. Parkin.

267. National Express Service 448 – Horncastle to London

After a lengthy discussion it was **RESOLVED** that the Council would write to both National Express Coaches and the Department of Transport, copying in LCC and ELDC Councillors, to ask that they promote the National Express service more comprehensively as public transport in this area was even more important due to the areas remoteness and hence the need to have transport to get to work. Also, if it was not cost effective to run the service with a full size coach, could a smaller vehicle could be used instead?

268. Annual Maintenance Contribution for Louth Flood Storage Reservoirs for the 12 Months to 31/5/19

The Council noted that as per its agreement with the Environment Agency the above was now due in the sum of £12,271.54.

269. Town Signs

The Council viewed one refurbished Town Sign, and **RESOVLED** that further to requesting the lip under the name of Louth be sealed to stop the ingress of water, they approve the craftsmanship and authorise the refurbishment of the remaining signs.

270. Mayoral Regalia

The Council noted that the Social Chain would be sent for refurbishment and **RESOLVED** to authorise the wearing of the Civic Chain, in its absence, if required. It was noted that the Civic Chain was insured should the Mayor store it overnight at his home.

271. Renewal of Parish Agreement with LCC re. Grass-cutting

It was **RESOLVED** to renew the agreement with LCC re. Grass-cutting for 2020/21.

272. Computer Upgrade

It was **RESOLVED** to purchase hardware and software equipment from Company 1 at a cost of £1,653.12 plus VAT.

273. Events Working Group – 100th Anniversary of Louth Flood

The Council received an update from Cllr. HF clarifying that the group were working with the Louth Museum on plans for the Anniversary and that Louth Town Council would concentrate on the humanitarian plans put into place following the flood. The Museum would work on the events of the day and St James' Church on the aftermath of the event. It was **RESOLVED** that the £500 allocated in the budget should be spent on some of the following: creating the exhibition, producing a printed walking map, advertising the event, holding a service and a photograph competition. The Clerk confirmed that there was a budget of £30 in 2020/21 to be added to the current £1000 for the cleaning of the Flood Memorial in the Cemetery. The Event's Working Group also requested a budget of £500 for VE Day (second weekend in May 2020) and it was agreed that if funds were required for this the spending could be authorised as required and funds taken from general reserve. The Group confirmed that Rev'd Canon Nick Brown would conduct a Civic Service. The group would be discussing who to approach regarding families involved at the time.

274. LALC Conference and AGM

This item was deferred until a report was ready from Cllr. MB.

275. Asset Review Working Group

Following a vote, it was **RESOLVED** to co-opt Cllr. MB onto the Asset Review Working Group.

NB: 9:49pm Cllr. GEH left the meeting feeling unwell.

276. Closed Session Items

It was **RESOLVED** to go into Closed Session in accordance with the Public Bodies (Admission to Meetings) Act 1960 due to the business to be discussed in the following item, information being of a confidential, commercial, third party and sensitive nature in relation to:

- a. **Benches** – It was **RESOLVED** that the Town Clerk be given delegated authority to arrange the refurbishment of the Town Council's benches as required.
- b. **Salary Review** – It was **RESOLVED** to implement the increase of 2 salary scale points for each member of staff. One payable first in December 2019 and the second payable first in April 2020.
- c. **Southgate Lodge** – It was **RESOLVED** to authorise the changes requested by the owners of Southgate Lodge.
- d. **War Memorial** - It was **RESOLVED** that the Town Clerk be given delegated authority to arrange the supply of electricity as required at the War Memorial.

It was **RESOLVED** that the Council come out of Closed Session.

277. Next Meeting

The Council noted that the date of the next scheduled Town Council meeting was 14th January 2020.

The Meeting Closed at 9.04pm.

Signed _____ (Chairman) Dated _____

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DATED: 1st January 2020

EAST LINDSEY DISTRICT COUNCIL (1)

and

LOUTH TOWN COUNCIL (2)

AGREEMENT

Relating to

**Monitoring, Inspection, Servicing and maintenance of Closed Circuit
Television (CCTV) Equipment**

THIS AGREEMENT is made the 1ST day of January 2020

BETWEEN:

- (1) **EAST LINDSEY DISTRICT COUNCIL** of Tedder Hall, Manby Park,
Louth, Lincolnshire, LN11 8UP ("ELDC");

and

- (2) **LOUTH TOWN COUNCIL** of The Sessions' House, Eastgate, Louth,
Lincolnshire LN11 9AJ ("the Parish/Town Council")

WHEREAS:

- (1) The Parish/Town Council is the owner of Closed Circuit Television ("CCTV") cameras
- (2) The Parish/Town Council wishes to secure the provision of CCTV monitoring system services described below ("the Services")
- (3) ELDC is willing to secure the provision of the Services to the Parish Council on the terms hereinafter appearing

NOW it is hereby agreed as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Contract, other than where the context otherwise requires, the following definitions shall have the meanings hereby assigned to them:

"CCTV Contract"	means the contract entered into between ELDC and Boston Borough Council, for the monitoring, inspection, servicing and maintenance of the Monitoring Equipment and appended to this Agreement at Schedule 1
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Contractor	means the provider (Boston Borough Council) that has entered into the CCTV Contract with ELDC
"Control Room"	means the CCTV control and monitoring station at Boston Borough Council Offices
"Monitoring Equipment"	means all the equipment forming part of the Control Room
"Surveillance Equipment"	means all the CCTV cameras and associated equipment of ELDC and each of the Town/Parish Councils

- 1.2 References to gender shall be taken to include both feminine and masculine gender.
- 1.3 References to words in the singular can include the plural and vice-versa.
- 1.4 References to individuals shall be treated as including the organisation they represent.
- 1.5 References to Conditions, Paragraphs and Schedules are references to the conditions, paragraphs and schedules of this Agreement.
- 1.6 Clause headings are for ease of reference only and shall not affect the construction of this Agreement.
- 1.7 Reference to any enactment order, regulation or other similar instrument shall be construed as a reference to an enactment, order, regulation or instrument for the time being in force, or as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

2. TERM

- 2.1 Subject to Clause 7 below, this Agreement shall remain in force for three (3) years from 1st January 2020 ("Term").
- 2.2 The provisions of this Agreement shall be reviewed on every anniversary of its commencement and may then be varied as the Parties shall agree.

3. THE SERVICES

3.1 The Services shall consist of:

3.1.1 The provision in the Control Room of CCTV monitoring equipment ("the Monitoring Equipment")

3.1.2 The monitoring in the Control Room of the images received from the cameras

3.1.3 The recording of all video signals received at the Control Room

3.1.4 The maintenance of a log of all incidents observed by staff working within the Control Room

3.1.5 The storage and management of the recordings and log of incidents in a manner approved by the Information Commissioner.

3.1.6 The transfer images in real time recording of an incident once this is observed to the Police Control Room for the Town/Parish Council area where practicable

3.1.7 The provision to the Police and other enforcement agencies on request of any evidence of incidents which they may require, including DVDs, still images and witness statements if required

3.1.8 The provision to the Town/Parish Council as soon as practicable if urgent and otherwise on a quarterly basis of a report on incidents which have occurred

3.1.9 To report all breakdowns and problems with the Monitoring Equipment to the Town/Parish Council as soon as is reasonably practicable and ensure that any failure of any of the Monitoring Equipment is promptly reported to the maintenance contractor for action in accordance with the CCTV Contract.

3.2 The expression 'incident' in Clause 3.1 above shall mean any incident recorded by any of the Cameras giving rise to reasonable suspicion that a criminal offence was being or had recently been committed

4. PAYMENT

- 4.1 The Town/Parish Council shall pay ELDC the sum of £4,514.88 per annum ("the Annual Payment") which amount shall be paid to ELDC.
- 4.2 The sum set out in Clause 4.1 includes contributions towards the cost of running the Control Room, provision of power and the maintenance contract.

5. ELDC'S OBLIGATIONS

- 5.1 ELDC shall use all reasonable endeavours to ensure the proper performance of the Contractor under the CCTV Contract provided always that the Town/Parish Council shall comply with its obligations as set out in Clause 6 below.
- 5.2. To carry out regular reviews of the programming of the cameras whilst on tour, to ensure that all cameras are given a proportionate allocation of monitoring time, outside of reactive incidents or prioritised programmed monitoring events. Feedback of these reviews will be provided at the Partnership Meetings.
- 5.3 To review the level of service being received by the Partnership in the event of the Contractor extending its services to additional clients
- 5.4 To represent the Town / Parish Council in the event of any concerns relating to the performance of the contractor in their delivery of the above mentioned services.
- 5.5 To provide the Town / Parish Council with quarterly performance data in relation to incidents monitored.
- 5.6 To provide the Town / Parish Council with an inventory of all of the equipment that they are required to insure.

6. THE TOWN/PARISH COUNCIL'S OBLIGATIONS

- 6.1 The Parish Council shall be responsible to:
 - 6.1.1 familiarise itself with the provisions of the CCTV Contract

- 6.1.2 act at all times within the parameters of the terms and conditions of the CCTV Contract
 - 6.1.3 ensure that it and all its employees and/or agents shall not commit any act or omission which shall cause ELDC to be in breach of the CCTV Contract
 - 6.1.4 not provide any direct instructions to the Contractor without prior consultation and agreement with ELDC
 - 6.1.5 fully co-operate with and provide ELDC with any information reasonably required by ELDC for the duration of the Agreement so as to enable ELDC to fulfil its obligations under the CCTV Contract and to ensure uninterrupted provision of the Services
 - 6.1.7 maintain adequate insurance in respect of the Surveillance Equipment, form the inventory to be provided under clause 5.6.
- 6.2 Any new and/or refurbished Surveillance Equipment supplied and installed under the CCTV Contract shall be deemed to be the Property of the Town/Parish Council from the date of this agreement, or the date of any new installation thereafter.

7. TERMINATION

- 7.1 Either Party may terminate this Agreement after the expiry of the Term by giving the other party not less than six months' notice. A termination notice of 6 months can be served after 30 months but cannot become effective until 36 months. Such notice shall conform to the requirements set out in Clause 14 below. On the expiry of such notice this Agreement shall determine and cease to have effect but without prejudice to the right of action of either Party resulting from any breach by the other Party of its obligations under this Agreement prior to that date.
- 7.2 In the event of termination or at the expiry of the Agreement each Party shall use all reasonable endeavours to secure the provision of suitable arrangements for maintaining the Services.

8. LIABILITY

- 8.1 Save for liability for death or personal injury arising from their negligence,

ELDC shall not be liable to the Town/Parish Council on any basis whatsoever for any loss or damage incurred by the Town/Parish Council as a result of a failure by ELDC or its employees or agents to provide the Services. The Contractor will be responsible for any damage that they cause to any equipment.

9. DISPUTE RESOLUTION

9.1 If there is a Dispute between ELDC and the Town/Parish Council that cannot be resolved at local level by the Parties, it shall be referred to a senior officer of ELDC and a senior representative of the Town/Parish Council for resolution.

9.2 If any Dispute is not resolved within 20 Working Days of a referral under clause 9.1 (or such longer period as ELDC and the Town/Parish Council may agree), then the Parties may attempt to settle it by mediation by asking a reputable mediation body to suggest the names of accredited mediators from whom the parties should select one as the mediator for the dispute. To initiate the mediation, a Party must firstly give notice in writing to the other requesting mediation in accordance with this clause. Should mediation fail, any dispute shall be resolved by legal proceedings.

10. COPYRIGHT

10.1 Copyright in all images and recordings of all images will remain the property of Boston Borough Council.

11. SEVERANCE

11.1 If any provision of this Agreement is declared by any judicial arbitral or other competent authority to be void, voidable, illegal or otherwise unenforceable the Parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at ELDC's discretion it may be severed from this Agreement

12. WHOLE AGREEMENT

11.1 Each party acknowledges that this Agreement contains the whole agreement between the Parties and that it has not relied on any oral or written representation made to it by the other party or its employees servants or agents but has made its own independent investigations into all matters relevant to it

13. RIGHTS CUMULATIVE

- 13.1 All rights granted to either of the Parties under this Agreement shall be cumulative and no exercise by either Party of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it

14. WAIVER

- 14.1 The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of such term or condition or of the right at any time subsequently to enforce all the terms and obligations of this Agreement

15. NOTICES

- 15.1 All Notices to be given under this Agreement shall be in writing and shall be either delivered personally or sent by First Class prepaid letter post or by facsimile transmission and shall be deemed duly served:

- (a) in the case of a Notice delivered personally, at the time of delivery;
- (b) in the case of a Notice sent by First Class prepaid letter post, on the second business day after the date of dispatch; and
- (c) in the case of a facsimile transmission, if sent during normal business hours, then at the time of successful transmission and, if sent outside normal business hours, then on the business day next following
Provided that the original Notice shall be sent by hand or by First Class prepaid letter post by the end of the next business day

- 15.2 Every Notice shall be addressed to the address of the Party concerned set out in this Agreement or to such other address as that Party shall have previously notified in writing to the sender. In the case of ELDC such Notice shall be marked for the attention of the Chief Executive and, in the case of the Parish Council for the attention of the Parish Clerk

16. THIRD PARTY RIGHTS

- 16.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

IN WITNESS whereof the parties hereto have executed this document as their Deed
the day and year first before written

The COMMON SEAL of EAST LINDSEY)
DISTRICT COUNCIL was hereunto affixed in)
the presence of:)
)

Authorised Signatory

The COMMON SEAL of LOUTH TOWN)
COUNCIL was hereunto affixed in the)
presence of:)
)

Authorised Signatory

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LGPS DISCRETIONS STATEMENT SCHEME EMPLOYERS

OVERVIEW

The Local Government Pension Scheme (LGPS) in England and Wales was amended from 1 April 2014. The provisions of the new LGPS, together with protections for members benefits accrued before 1 April 2014, are now contained in the Local Government Pension Scheme Regulations 2013 (the '**LGPS Regulations 2013**'), the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (the '**LGPS Transitional Regulations 2014**') and the Local Government Pension Scheme (Amendment) Regulations 2018 ('**LGPS Amendment Regulations 2018**').

Therefore, this statement now relates to the application of discretions under:

- (a) the **LGPS Regulations 2013** and the **LGPS Amendment Regulations 2018**;
- (b) the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014 ('**LGPS Transitional Regulations 2014**'); and
- (c) the Local Government Pension Scheme Regulations 1997 ('**LGPS Regulations 1997**') and the Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007 ('**LGPS Benefits Regulations 2007**'), which continue to have effect in so far as is necessary under *Regulation 3 (Membership before 1 April 2014) of the LGPS Transitional Regulations 2014*.

This statement is issued by the West Yorkshire Pension Fund (the '**Fund**') to assist Scheme Employers under the Fund.

Furthermore, this statement has been prepared on the Fund's understanding of the above regulations; therefore whilst it represents the views of the Fund it should not be treated as a complete and authoritative statement of the law. Employers may wish, or will need, to take their own legal advice on the interpretation of any particular regulations. No responsibility whatsoever will be assumed by the Fund for any liability, financial or otherwise, incurred by employers relying on this statement. The Fund does not accept any responsibility for reliance on the contained, or referred to, in this statement.

INTRODUCTION

Under *Regulation 60 (statements of policy about exercise of discretionary functions) of the LGPS Regulations 2013* and *paragraph 2(2) of Schedule 2 of the LGPS Transitional Regulations 2014*, employers are required to make and publish policy statements on how they will exercise **five specific discretions**.

Following the implementation of the LGPS Amendment Regulations 2018 **two further mandatory discretions** have been introduced under regulations 24(a), 30(a), 30(c), 30(e) and 30(f).

In addition there are **two further discretions** relevant to employers, which relate to members who left before 1 April 2014. These are under *Regulation 66 of the Local Government Pension Scheme (Administration) Regulations 2008* (in respect of leavers between 1 April 2008 and 31 March 2014) and under *Regulation 106 of the LGPS Regulation 1997* (in respect of leavers between 1 April 1998 and 31 March 2008).

Any policy statements made must not limit, or 'fetter' how an employer uses any of the discretions afforded by the scheme.

The use of any discretion is likely to lead to immediate and potentially continuing increased pension costs for the employer, which could be considerable.

The employer is required to keep its statement under review and make such revisions as are appropriate following a change in its policy. Following any changes in its policy the employer must publish the revised policy and send a copy to the administering authority within one month of the date the policy is revised.

In formulating and revising the policy statements outlined below, the employer must have regard to the extent to which the exercise of its discretionary powers could lead to a serious loss of confidence in the public service.

The discretions listed below are those that require a written policy, however employers have further discretions under the regulations that they may wish to formulate a written policy on.

FURTHER GUIDANCE FROM THE LOCAL GOVERNMENT PENSION SCHEME SECRETARIAT

When formulating any policies Scheme Employers should also take into account information provided by the LGPS Secretariat which can be found [here](#):

SCHEME EMPLOYER DISCRETIONS

Specific discretions under the LGPS Regulations 2013 and the LGPS Transitional Regulations 2013.

Details of the **five discretions** available are as follows:

1. Shared cost Additional Pension Contributions - Regulation 16 (2)(e) and 16 (4)(d)

*Note: these specific provisions of Regulation 16 allow an active member who is paying into the main scheme to enter into an arrangement to pay additional contributions, either by regular contributions (Regulation 16(2)(e)) or by a lump sum payment (Regulation 16(4)(d). This may be funded in whole or in part by **the employer**.*

The employer does not consider contributions towards additional pension contributions to be an essential part of its employment strategy. However, **the employer** will consider applications made under these specific provisions having regard to **the employer's** general policy from time to time, on the employee pay strategy and the particular circumstances surrounding each case.

It is likely that decisions will be made on the merits of each case having particular regard to factors such as:

- **the employer's** ability to meet the cost of granting such a request; and/or
- the member's personal circumstances.

2. Awarding Additional Pension - Regulation 31

*Note: this Regulation 31 allows employers to grant additional pension up to the maximum allowed by the scheme rules provided that the member is active **or** is within 6 months of leaving **for reasons of** redundancy **or** business efficiency **or** whose employment was terminated by mutual consent on grounds of business efficiency.*

Employers may wish to use this Regulation as an aid to recruitment, an aid to retention or to compensate or reward an employee who is retiring.

*Employers should also consider provisions of this Regulation, in particular Regulation 31(4), if they decide to exercise their power under **Section 1 (general power of competence) of the Localism Act 2011**.*

The employer will consider applications made under this *Regulation* having regard to the particular circumstances surrounding each case. Decisions will be made on the merits of each case having particular regard to the following:

- the member's personal circumstances;
- the interests of **the employer**;
- the additional contributions due to the Fund by **the employer** in respect of the exercise of this discretion;
- any potential benefits or savings to **the employer** arising from the exercise of this discretion;
- other options that are, from time to time, available under **the employer's** severance arrangements;
- the funding position of **the employer** within the Fund;
- the ability of **the employer** to meet the cost of granting such an award.

3. Flexible Retirement - Regulation 30(6)

Note: this provision in the Regulation allows the employer to consent for a member who has attained the age of 55 to draw all or part of their retirement benefits (both pension and lump sum) whilst continuing in employment and Fund membership provided that:

- *there has been a reduction in hours, or*
- *a reduction in grade.*

Employers can choose to waive any reductions that apply under Regulation 30(8).

The employer will consider applications made under this Regulation having regard to the particular circumstances surrounding each case. Decisions will be made on the merits of each case having particular regard to:

- the operating requirements of the employing department
- **the employer's** ability to meet the cost of granting such a request
- whether any demonstrable cost saving in excess of potential savings available under any severance arrangements in place for time to time can be made
- the member's personal circumstances.
- whether to permit the member to choose to draw all, part or none of the pension benefits they have built up after 1 April 2008. Your flexible retirement policy should set out your position on this matter.

4. **Waiving actuarial reductions - Regulation 30(8)**

Note: the employer may waive the actuarial reductions applied to a members benefits, unless 85 year rule protections exist employers can waive:

- *all of the reductions in respect of pre 1 April 2014 benefits but only on compassionate grounds (paragraph 2 of Schedule 2 of the LGPS Transitional Regulations 2014);*
- *all or some of the actuarial reduction in respect of post 1 April 2014 on any grounds.*

Where 85 year rule protections exists and the member has full or tapered protection the employer can waive all of the reductions but only on compassionate grounds for the service up to the date the 85 year rule protection ends (31 March 2016 (full) or 31 March .2020 (tapered)).

The employer, will consider applications made under this Regulation having regard to the particular circumstances surrounding each case. Decisions will be made on the merits of each case having particular regard to:

- **the employer's** ability to meet the cost of granting such a request
- whether any demonstrable cost saving in excess of potential savings available under any severance arrangements in place from time to time can be made
- the member's personal circumstances

Applications for the payment of unreduced benefits for service before 1 April 2014 on the grounds of compassion will be granted if:

- in **the employer's** sole opinion, the special extenuating circumstances surrounding the application, along with the supporting evidence provided justify approval and
- **the employer** can meet the cost of granting such a request.

5. **Switching on the 85 rule – Schedule 2 - 1(1)(c) of the LGPS Transitional Regulations 2014**

Note: The employer can decide to “switch on” the 85 year rule to allow members to receive benefits either unreduced or with a smaller reduction to their 85 year rule date. The employer will be responsible for meeting any strain costs relating to benefits being paid before age 60. If the employer does not “switch on” the 85 year rule the member's benefits will be reduced to age 60 or the date they meet the 85 year rule if later.

The employer, will consider applications made under this Regulation having regard to the particular circumstances surrounding each case. Decisions will be made on the merits of each case having particular regard to:

- **the employer's** ability to meet the cost of granting such a request;
- whether any demonstrable cost saving in excess of potential savings available under any severance arrangements in place from time to time can be made;
- the member's personal circumstances.

Further discretions under the LGPS Regulations 1997 and the LGPS Benefits Regulations 2007

There are also two other discretions for employers but these relate specifically to members who left before 1 April 2014.

Whilst the LGPS Regulations 2013 repeals the LGPS Regulations 1997 and the LGPS Benefits Regulations 2007 (in so far as they had not already been repealed), Regulation 3(1) of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014 allows for the LGPS Regulations 1997 and the LGPS Benefits Regulations 2007 to still have effect in so far as they relate to certain member benefits before 1 April 2014. As such, the other discretions still available for certain members only, are as follows:

1. **Early Payment of Deferred Pensions for members who left before 1st April 2014 – Regulation 2 of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014, Regulation 30(2) and 30(5) of the LGPS Benefits Regulations 2007 & Regulation 31(2) and Regulation 31(5) of the LGPS Regulations 1997**

Note: This Regulation allows employers to allow members who left the scheme before 1 April 2014 and who are over the age of 55 to take their benefits early. Under Regulation 30(5) employers can waive any reduction to benefits paid under that Regulation on compassionate grounds. Additionally under Regulation 2 (1(2)) employers may elect to 'switch on' the 85 year rule where a member has taken voluntarily early payment of deferred benefits from age 55.

The employer, will consider applications made under this Regulation having regard to the particular circumstances surrounding each case. Decisions will be made on the merits of each case having particular regard to:

- **the employer's** ability to meet the cost of granting such a request
- the member's personal circumstances

Applications for the payment of unreduced benefits on the grounds of compassion will be granted if:

- in **the employer's** sole opinion, the special extenuating circumstances surrounding the application, along with the supporting evidence provided justify approval and
- **the employer** can meet the cost of granting such a request.

N.B. Deferred members who left the Scheme before 1 April 2008 can still make application for the early payment of their deferred benefits after age 50 under LGPS rules. However, under HMRC rules such payments would be classed as 'un-authorised' and would be subject to a punitive tax charge.

2. Early Payment of Deferred Pensions for members who left before 1st April 2014 and have ceased to be entitled to a tier 3 ill benefit - Regulation 2 of the LGPS (Transitional Provisions, Savings and Amendment) Regulations 2014, Regulation 30A(3) and 30A(5) of the LGPS Benefits Regulations 2007.

These regulations allow employers to permit members who have ceased to be entitled to a tier 3 ill health benefit and who are over the age of 55 to take their benefits early. Under sub paragraph 5 of Regulation 30A employers can waive any reduction to benefits paid under that Regulation on compassionate grounds. Alternatively under Regulation 2 (1(2)), employers may elect to 'switch on' the 85 year rule where voluntary early payment of suspended tier 3 ill health pension is taken.

The employer, will consider applications made under this Regulation having regard to the particular circumstances surrounding each case. Decisions will be made on the merits of each case having particular regard to:

- the employer's ability to meet the cost of granting such a request
- the member's personal circumstances

Applications for the payment of unreduced benefits on the grounds of compassion will be granted if:

- in **the employer's** sole opinion, the special extenuating circumstances surrounding the application, along with the supporting evidence provided justify approval and
- **the employer** can meet the cost of granting such a request.

12-10-19 PLAN MINS

**MINUTES OF THE LOUTH TOWN COUNCIL PLANNING COMMITTEE
HELD IN THE OLD COURT ROOM, THE SESSIONS HOUSE, LOUTH
ON TUESDAY 10th DECEMBER 2019**

Present Councillor S. Crew (SC) (in the chair).

Councillors: Mrs. E. Ballard (EB), J. Baskett (JB), M. Bellwood (MB), A. Cox (AC), H. Filer (HF), D. Ford (DF), J. Garrett (JG), D.J.E. Hall (DJEH), D. Hobson (DH), D. Jackman (DJ), A. Leonard (AL), Mrs. S.E. Locking (SEL), Mrs. J. Makinson-Sanders (JMS), K. Norman (KN), J. Simmons (JS), F.W.P Treanor (FWPT), and D.E. Wing (DEW).

Councillors not present: L. Cooney (LMC), G.E. Horton (GEH) and Mrs. P.F. Watson (PFW).

The Town Clerk, Mrs. L.M. Phillips, the Town Clerk's Assistant, Mrs. M.C. Vincent and one member of the public were also present.

Public Forum

- The organiser of the Louth Pie Day event (to be held on the Wednesday of the 1st week of the Easter holidays 2020) gave a brief summary of arrangements. The Pie Day would involve many more businesses taking part and also an extended day from 8am until late so that more people could take part. During the day there would also be a Lincolnshire Pie Championship open to all including children and professional chefs/cooks. A new initiative of a Pie and a Pint would be promoted by the public houses. The organiser asked if it would be possible for the Town Council to give their permission for the catenary wires to be used to display banners. He also wondered if the Town Council might be able to assist with any funding.

285. Apologies for Absence

Apologies for absence were received from Councillors LMC, GEH and Mrs. PFW.

286. Declarations of Interest / Dispensations

The following declarations of interest were made:

- a. Cllr. DJEH – All planning applications as a member of ELDC.
- b. Cllr. Mrs. JMS – items 4,5 & 7 as a member of ELDC.
- c. Cllr. AL – Agenda items 4,5 & 7 as a member of ELDC,
- d. Cllr. HF - Planning application 1 as a neighbouring property.

287. Minutes

It was **RESOLVED** that the notes of the Planning Committee meeting held on 5th November 2019 be approved as the Minutes with the alteration of KEVIASCEL to KEVIASCAL on Cllr. Mrs. SEL's declaration of interest.

288. Applications received by the Local Planning Authority

The Committee considered all planning applications received, including those listed on the schedule (PA/Schedule 12-10-19) and **RESOLVED** as follows:

- a. **N/105/01831/19** - 9 George Street: Louth Town Council objected to this application on 10th December 2019 on the grounds that the proposed use of UPVC in the Conservation Area will have a detrimental effect on the character and appearance of this Victorian property and the surrounding street scene.
- b. **N/105/02084/19** - 40 St. Mary's Lane: Louth Town Council objected to this application on 10th December 2019 on the grounds of Access and Highway Safety and were of the opinion that the proposal constituted garden grabbing, the concept of which it did not agree with.
- c. **N/105/02114/19** - 16 Kidgate: Louth Town Council objected to this application on 10th December 2019 on the grounds that UPVC in the Conservation Area would have a detrimental effect on the character and appearance of the property and the surrounding street scene.

289. Planning Correspondence

The Committee noted the following planning correspondence:

a. ELDC Planning Decisions circulated by email between 6th November and 10th December:

- i) Approved – N/105/01731/19 – Planning Permission – 7 Hunter Place
- ii) Approved – N/105/01773/19 – Planning Permission – 39 St. Marys Park
- iii) Approved – N/105/01656/19 – Planning Permission – Rowsar House, 3 Crowtree Hill
- iv) Approved – N/105/01764/19 – Planning Permission – 69 Brackenborough Road
- v) Approved – N/105/01628/19 – Planning Permission – Land at the Junction of A16, Louth Bypass and Horncastle Road
- vi) Approved – N/105/00273/19 – Planning Permission – Ye Olde Whyte Swanne, 45 Eastgate
- vii) Approved – N/105/01709/19 – Planning Permission – 11 Mercer Row
- viii) Approved – N/105/01436/18 – Planning Permission – Land to the North of Julian Bower
- ix) Approved – N/105/01708/19 – Planning Permission – 41 Harewood Crescent
- x) Approved – N/105/01752/19 – Planning Permission – 8 George Street
- xi) Approved – N/105/01788/19 – Planning Permission – 131 Keddington Road
- xii) Listed Building Consent – N/105/00257/19 – Listed Building Consent – Ye Olde Whyte Swanne, 45 Eastgate
- xiii) Approved – N/105/01896/19 – Planning Permission – King Edward VI School
- xiv) Approved – N/105/01833/19 – Planning Permission – 56 Wallis Road
- xv) Approved – N/105/01106/19 – Planning Permission – Land to the Rear of Shell Petrol Station, Bolingbroke Road

b. LCC Temporary Traffic Restrictions circulated by email between 6th November and 10th December:

- i) REASON FOR RESTRICTION: Christmas Market
LOCATION & NATURE OF RESTRICTION: Road Closure Order in place on: Mercer Row, Market Place (Mercer Row to Eastgate), Queen Street (Aswell Street to Mercer Row), Eastgate (Cannon Street to Northgate), Burnt Hill Lane, Butcher Lane, Cornmarket, New Street
PERIOD OF RESTRICTION: 06.00 Hrs to 18.00 Hrs 1/12/2019 (Restrictions to be implemented as & when required during this period, signage detailing accurate dates & times will be displayed on site in advance)
- ii) REASON FOR RESTRICTION: Essential works by Andrew Moseley Associates
LOCATION & NATURE OF RESTRICTION: Road Closure Order in place on: St. Bernard's Avenue (Eastfield Road to Broadley Crescent)
PERIOD OF RESTRICTION: 16/12/2019 to 18/12/2019 (Restrictions to be implemented as & when required during this period, signage detailing accurate dates & times will be displayed on site in advance)
- iii) REASON FOR RESTRICTION: Sunday Winter Market
LOCATION & NATURE OF RESTRICTION: Road Closure Order in place on: Cornmarket, Market Place, Butcher Lane, The Shambles
PERIOD OF RESTRICTION: 15/12/2019 (Restrictions to be implemented as & when required during this period, signage detailing accurate dates & times will be displayed on site in advance)
- iv) REASON FOR RESTRICTION: Essential maintenance works by Anglian Water Services Ltd
LOCATION & NATURE OF RESTRICTION: Road Closure Order in place on: Kenwick Road (Between A157 & a point 560 metres North)
PERIOD OF RESTRICTION: 2/12/2019 to 22/12/2019 (Restrictions to be implemented as & when required during this period, signage detailing accurate dates & times will be displayed on site in advance)
- v) REASON FOR RESTRICTION: Essential works by Anglian Water Services Ltd
LOCATION & NATURE OF RESTRICTION: Road Closure Order in place on: Lincoln Way (Between Scarborough Road & a point 40 metres South) Scarborough Road (Between Lincoln Way & a point 40 metres East)
PERIOD OF RESTRICTION: 4/1/2020 to 5/1/2020 and 11/1/2020 to 12/1/2020 (Restrictions to be implemented as & when required during this period, signage detailing accurate dates & times will be displayed on site in advance)
REASON FOR RESTRICTION: Weekly Markets
- vi) LOCATION & NATURE OF RESTRICTION: Road Closure Order in place on: Cornmarket, Butcher Lane, Fish Shambles
PERIOD OF RESTRICTION: 1/1/2020 to 31/12/2020 (Restrictions to be implemented every Wednesday, Friday & Saturday as & when required during this period, signage detailing accurate dates & times will be displayed on site in advance)

290. Street Naming

Following a discussion it was **RESOLVED**:

- a. Cyden Homes Ltd - that Curlew Place be chosen as the road name.
- b. Cyden Homes Ltd - that Wisteria Way, Cornflower Crescent, Violet Place, Honeysuckle Close and Blackberry Way be suggested as road names.

291. Proposed Works to Trees

The following applications were noted:

- a. **Location:** 48 St. Marys Park. **Proposal:** G6 – 2 Silver Birch, 1 Atlas Cedar – 1 no. Cedar – crown lift to achieve a vertical clearance of 2m above ground level. **Reasons:** G6 – To improve light to neighbouring dwellings and to access garden space.
- b. **Location:** 8 Horncastle Road. **Proposal:** T25 – Lime – Pollarding – reduce in height from approx. 20-22m to approx. 5-6m. **Reasons:** T25 – to alleviate excessive shading and interference of BT lines. To allow a manageable crown to regenerate, and to match other adjacent pollarded Lime Trees.
- c. **Location:** 11 St. Mary's Park. **Proposal:** G4 – 2 Norway Maple and 1 Silver Birch – remove 2 no. Norway Maple. **Reasons:** G4 – trees are poor specimens and their growth is beginning to suppress neighbouring trees.
- d. **Location:** 8 Langley Close. **Proposal:** Oak – reduce height from 16m to 14m and spread from 20m to 16m. **Reasons:** T11 – to allow more light into property and garden.

292. Pedestrian Crossing at Junction of Church Street and Eastgate

Following a discussion regarding how effective and safe a Pelican crossing would be at the junction of Church Street and Eastgate, and an agreement that this wasn't a suitable solution to the issue, it was **RESOLVED** that the Town Clerk would write to Cllr. Sarah Parkin (LCC) with an outline of the Town Council's concerns and ask her to forward a request from LTC to LCC that a formal review of the crossing's current location and type be carried out, and that a site visit be organised with LTC/ELDC ward Councillors and LCC officers/Cllr. Davies to discuss the situation.

293. Proposed Zebra Crossing on St. Bernard's Avenue

Following a discussion it was **RESOLVED** that the Town Clerk should confirm to LCC that LTC wished their comments to be treated as a formal objection and that she should attempt to arrange a meeting with ELDC ward Councillors and LCC officers to discuss the situation.

294. Next Meeting

The Committee noted that the date of the next scheduled Planning Committee meeting was 14th January 2020.

The Meeting Closed at 7.49pm.

Signed _____ (Chairman) Dated _____

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Our Ref	Authority	Application No	Type	Applicant	Proposal	Location / Ward	Conservation Area?	Previous LTC Comments	WG Recommendations	Expiry Date for LTC Comments
1	ELDC	N/105/ 02199/19	Planning Permission	Richard Jones Associates Ltd	Extensions and alterations to the existing dwelling to provide 2no. Bedrooms and a covered passage between the existing dwelling and existing detached garage.	53 Crowtree Lane, LN11 9LL, St. Mary's Lane	No	New	Support	15/01/2020
2	ELDC	N/105/ 02219/19	Planning Permission	Mr. and Mrs. Ennerson	Alterations to existing dwelling to provide replacement windows and a door on the front elevation.	3 Edward Street, LN11 9LA, St. Mary's Lane	Yes	New	Support	15/01/2020
3	ELDC	N/105/ 02257/19	Application to vary condition	King Edward VI Almshouse School Education	Application to vary condition no. 2 (plan numbers), as imposed on planning permission ref no N/105/01124/19 for the erection of 5 no. houses with attached double garages (12 no. dwellings in total), construction of an internal access road and construction of vehicular/pedestrian accesses.	Former Playing Field, Julian Bower, St. Mary's Ward	No	New	Support	15/01/2020
4	ELDC	N/105/ 02257/19	Application to vary condition	King Edward VI Almshouse School Education	Application to vary condition no. 2 (plan numbers to allow design changes to plots 1, 2 and 5), as imposed on planning permission ref no N/105/01124/19 for the erection of 12no. Dwellings and the construction of an internal access road and vehicular/pedestrian accesses. Amendment: Amended application description and received accompanying letter from applicants agent explaining changes.	Former Playing Field, Julian Bower, St. Mary's Ward	No	New	Support	15/01/2020
5	ELDC	N/105/ 02270/19	Planning Permission	Mr. J. Larder	Extension to existing dwelling to provide a shower room and an oak framed lean-to.	8 Kidgate, LN11 9EZ	Yes	New	Support	15/01/2020

Our Ref	Authority	Application No	Type	Applicant	Proposal	Location / Ward	Conservation Area?	Previous LTC Comments	WG Recommendations	Expiry Date for LTC Comments
6	ELDC	N/105/ 02294/19	Planning Permission	Mr. and Mrs. C.H. Cruickshank	Extension and alterations to existing dwelling to provide an entrance porch, replacement windows and doors and the rebuilding of the ground floor wall on the north elevation and to include raising of the roof height on the south elevation. Erection of an attached house with amenity space. Existing garage and outbuilding on site to be demolished.	57 & 59 Ugate, LN11 9HD, Priory Ward	Yes	New	Object, conservation area, overdevelopment, access, overlooking.	16/01/2020
7	ELDC	N/105/ 02308/19	Planning Permission	Yorkcare Homes Ltd.,	Erection of a building to provide a residential and dementia care home, construction of a vehicular access and provision of car parking and associated landscaping.	Land off Legbourne Road, LN11 8ES, St. Michael's Ward	No	New	Support.	22/01/2020
8	ELDC	N/105/ 02350/19	Planning Permission	Mrs. C. Warren-Cummings	Extension and alterations to the existing dwelling to provide a ground floor bedroom on the site of the existing detached garage which is to be demolished.	1 Wood Way, LN11 8BG, Trinity Ward	No	New	Support	22/01/2020
9	ELDC	N/105/ 02340/19	Planning Permission	Mr. N. Kemble	Extension to existing dwelling to provide a snug and a bathroom on the site of an existing attached garage which is to be removed, erection of a single detached garage and construction of vehicular access.	193 Eastfield Road, LN11 7AS, Trinity Ward	No	New	Support - flood risk?	28/01/2020