

KESWICK TOWN COUNCIL

Council Offices
50 Main Street
Keswick
CA12 5JS

10th June 2021

Email: townclerk@keswicktowncouncil.gov.uk

The meeting of Keswick Town Council will be held in person at St John's Church, Church Lane, Keswick on Thursday 17th June 2021 at 7.30 p.m.

Any members of the public who wish to raise matters under item on the agenda are asked to notify the Clerk no later than 24 hours before the meeting by email to townclerk@keswicktowncouncil.gov.uk

Please note: Under current Covid restrictions and following appropriate guidance, the number of members of the public who can attend this meeting is strictly limited. To ensure a space at the meeting, you must contact the Town Clerk before 5pm on Wednesday 16 June 2021 at townclerk@keswicktowncouncil.gov.uk. If too many members of the public wish to attend, attendance will be on a first come, first served basis.

Yours sincerely



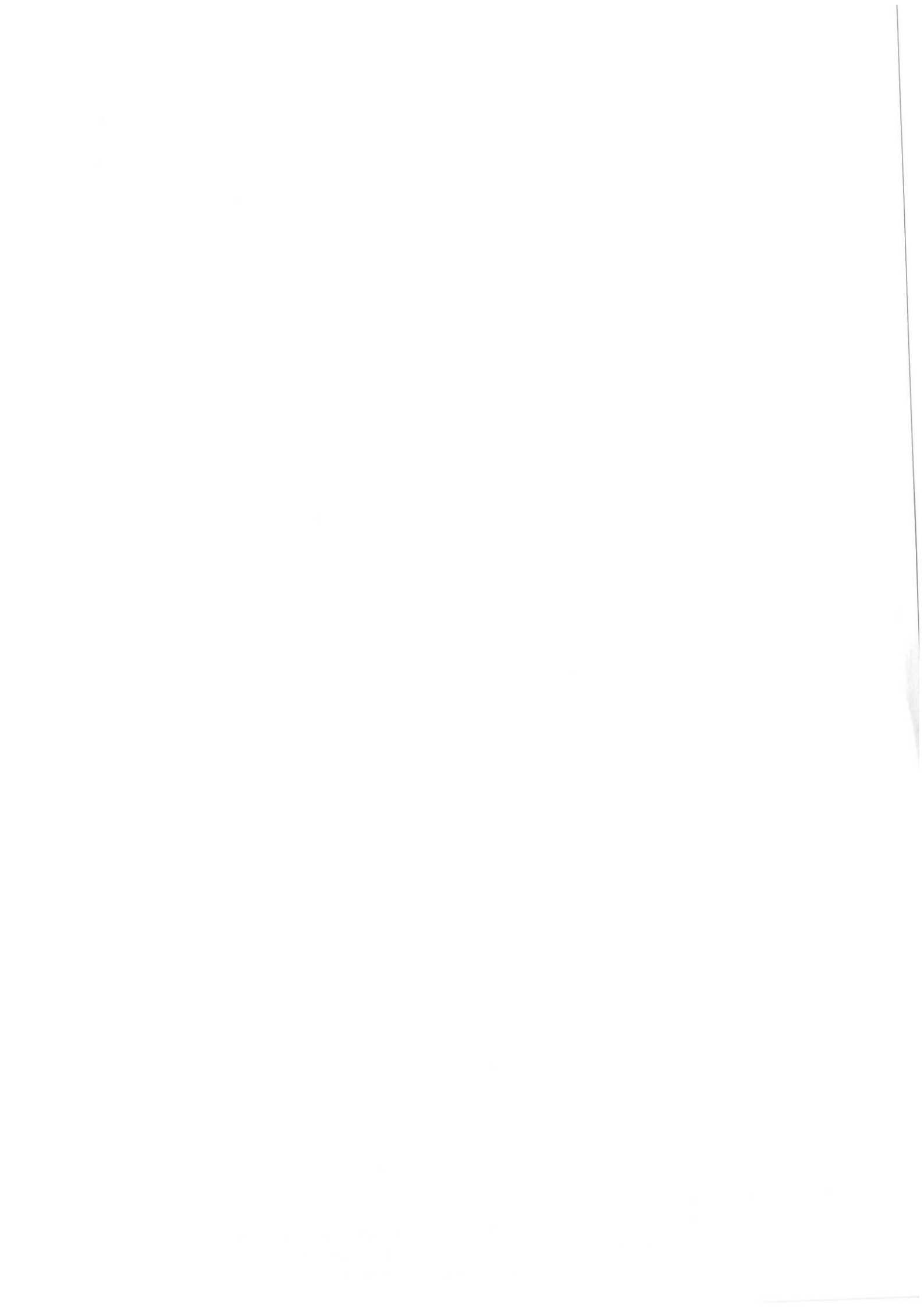
Vivien Little
Town Clerk

AGENDA

1. **Apologies**
To receive apologies for absence.
2. **Minutes**
To authorise the Chairman to sign as a correct record the minutes of the Town Council meeting held on Thursday 20th May 2020 (pages 1-7).
3. **Requests for Dispensations**
The Clerk to report any requests received since the previous meeting for dispensations to speak and/or vote on any matter where a member has a disclosable pecuniary interest.
4. **Declarations of Interests**
To receive declarations by elected and co-opted members of interests in respect of items on this agenda.

Members are reminded that, in accordance with the Code of Conduct, they are required to declare any disclosable pecuniary interests or other registrable interests which have not already been declared in the Council's Register of Interests. (It is a criminal offence not to declare a disclosable pecuniary interest either in the Register or at the meeting).

If a member requires advice on any item involving a possible declaration of interest which could affect his/her ability to speak and/or vote, he/she is advised to contact the Clerk at least 24 hours in advance of the meeting.
5. **Police Report**
To receive the report of the Allerdale Rural Neighbourhood Policing Team (if available).
6. **Matters to be received from the Public**
Such matters may be received throughout the meeting, however items raised should not be discussed for longer than ten minutes and the Chairman reserves the right to curtail repetitious matters. Public participation shall not be longer than half an hour throughout the meeting.



- 7. Matters to be raised by Councillors**
An opportunity for Councillors to raise any **unforeseen** matters, with the consent of the Chair, which do not require a decision – items raised should not be discussed for longer than 10 minutes.
- 8. Keswick Transport Study – update from Allerdale Borough Council**
To receive a verbal update from Councillor Marion Fitzgerald, Allerdale Borough Council and Nik Hardy, Assistant Chief Executive (Policy, Performance and Economic Strategy) regarding the Allerdale Borough Council actions contained within the Keswick Transport Study.
- 9. Keswick Museum**
To receive a verbal update from Eilidh Young, Museum Manager, and Claire Poulter, Friends of Keswick Museum to update the Town Council on the Museum’s future plans and to explore opportunities of joint working.
- 10. Applications for Development**
 - i) To examine applications for development and agree observations to be submitted to the Lake District National Park Authority (list enclosed – Planning Group report to be circulated prior to the meeting).
 - ii) To receive an update on National Park planning decisions.
- 11. Mayor’s Engagements**
To receive details of the Mayor’s engagements and meeting attendance for the period 20th May 2021 – 10th June 2021.
- 12. Annual Accounts**
To approve and authorise the Chairman to sign the statement for accounts for the year ending 31 March 2021.
- 13. Annual Governance and Accountability Return (AGAR) – Section 1**
To approve and authorise the Chairman to sign Section 1 – Annual Governance Statement 2020-21 – of the AGAR.
- 14. Annual Governance and Accountability Return (AGAR) – Section 2**
To approve and authorise the Chairman to sign Section 2 – Accounting Statements 2020-21 – of the AGAR.
- 15. Internal Auditor’s Report for Year Ending 31 March 2021**
To receive the report of the Internal Auditor for the year ending 31 March 2021.
- 16. Payment of Accounts**
To confirm the payment of accounts for June 2021 as approved by the Inspection Committee (to be circulated prior to the meeting):
 - i) For the Town Council
 - ii) For the Parks’ Trusts
- 17. Reports from Ward Representatives**
To receive reports from the following representatives:
 - i) Allerdale Borough Council Ward Representatives;
 - ii) Cumbria County Council Ward Representative;
 - iii) Lake District National Park Authority North Distinctive Area Parishes Representative.
- 18. Visitor Management Working Group Update**
To receive an update from Councillor Dunn.
- 19. Derwentwater Foreshore**
To receive a verbal update from Councillor Terry.
- 20. Anti-Harassment and Bullying Policy**
To receive for adoption an Anti-Harassment and Bullying Policy.

21. Clerk's Report

To receive the Clerk's report.

22. Consultations

To consider responses to the following consultations:

- i) Forestry England – Whinlatter Amendments May 2021
- ii) Cumbria CC – Draft Contributions Review Policy and Revised Admissions and Termination Policy

Prior to the following business the Chairman will move the following resolution:

'That under the Public Bodies (Admission to Meetings) Act 1960, the public and representatives of the press and broadcast media be excluded from the meeting during the consideration of the following items of business as publicity would be prejudicial to the public interest because of the confidential nature of the business to be transacted'

23. Staffing

To receive for information the Minutes of the Staffing Committee meeting held on 17 May 2021 (pages 14-15).

To: All Councillors, Police, Press

KESWICK TOWN COUNCIL

Minutes of the Annual Meeting of Keswick Town Council held at St John's Church, Church Lane, Keswick on Thursday 20th May 2021 at 7.30 p.m.

Present:

Chairman
Councillor Alan Dunn

Councillors		
Alexandra Boardman	David Burn	Markus Campbell-Savours
Allan Daniels	Steve Harwood	Sally Lansbury
Tony Lywood	Duncan Miller	Peter Terry
Paul Titley		

Also present were Vivien Little (Town Clerk), Catherine Parker (Responsible Financial Officer), one member of the press and five members of the public

1. **Election of Chairman (Town Mayor)**
There being only one nomination it was **RESOLVED** that Councillor Alan Dunn be elected as the Chairman (Town Mayor) for the ensuing year. Councillor Dunn made the statutory Declaration of Acceptance of Office.
2. **Election of Deputy Chairman (Deputy Mayor)**
There being only one nomination it was **RESOLVED** that Councillor Steve Harwood be elected as Deputy Chairman (Deputy Mayor) for the ensuing year. Councillor Harwood made a Declaration of Acceptance of Office.
3. **Apologies**
Apologies for absence were received from Cllr Paxon.
4. **Minutes**
RESOLVED that the Chairman be authorised to sign as a correct record the minutes of the Town Council meeting held on 15th April 2021 (pages 59 – 64).
5. **Requests for Dispensations**
The Clerk reported that no requests for dispensation had been received.
6. **Declarations of Interests**
No declarations of interests in respect of items on this agenda were received.
7. **Police Report**
RECEIVED the report of the Allerdale Rural Neighbourhood Policing Team, with Inspector Rachel Gale in attendance to give an update. For the period April until May 2021, there had been a total of 10 Antisocial Behaviour incident logs and 24 crimes reported. Inspector Gale urged members of the public to report all incidents in order that a true picture of issues in Keswick can be obtained.
8. **Keswick Transport Study**
RECEIVED an update from Emma Moody (LDNPA) and Steph Davies-Johnson (Cumbria County Council) on the progress on actions which each authority was responsible for as identified in the Keswick Transport Study. *Emma Moody and Steph Davies-Johnson left the meeting after this item.*
9. **Matters to be received from the Public**
Three members of the public brought up an issue with Inspector Gale regarding anti-social behaviour close to their residences, with a request that all agencies work closely together to resolve the issues for the benefit of local residents. Inspector Gale informed the members of the public that she would find out more information and take it forward after the meeting.

One member of the public raised the issue of the state of the Howrahs footpath. Councillor Lywood responded that to improve that path would be a good deal of work and money which in all likelihood Cumbria County Council would be unlikely to undertake due to the high risk of flooding.

RESOLVED that the Clerk write a letter to all agencies regarding the issues brought up to Inspector Gale requesting that the issue be looked into as a matter of urgency.

Inspector Gale left the meeting after this item.

10. Matters to be raised by Councillors

No matters were received from Councillors.

11. Applications for Development

i) **RESOLVED** that the following observations be submitted to the Lake District National Park Authority:

Plan Ref.	Description of Development Location
LEG/1604.430	Tree Preservation (No. 430) Order 2021 Land at Acorn House, Keswick <i>No comments made</i> SUPPORT
7/2021/2059	Proposed alterations to the front entrance, rear elevation and internal layout to provide additional holiday accommodation 27 Station Street, Keswick, Cumbria, CA12 5HH <i>Object</i> <i>1.Object to creation of additional unit of holiday accommodation in preference to local needs housing with increased parking demand in restricted area at rear.</i> <i>2.Object to loss of detail to stone faced 'grotto' feature to side of entrance approach at front to be replaced with render finish on a predominantly stone frontage. This would be a significant loss of character to this prominent frontage in the heart of the conservation area.</i> OBJECT
7/2021/2081	Change of use of ground floor workshop/store into part of first floor flat Skiddaw Glen 11a, Blencathra Street, Keswick, CA12 4HW <i>Support in principle – subject to clarification on boundary of land to East side of building facing towards Skiddaw Glen in the applicants control and provision of storage for waste and recycling</i> SUPPORT
7/2021/2094	Five fascia signs Alhambra Cinema, 36 St. Johns Street, Keswick, CA12 5AG <i>Support – strongly support improvements to this iconic Keswick building</i> SUPPORT
7/2021/2105	Construction of garden studio and replacement windows (specifically to kitchen/living area and east facing bedroom) Beetholm, Southey Hill, Keswick, CA12 5ND <i>Support in principle but as this building is in the conservation area the garden studio should have a slate pitched roof in lieu of flat roof proposed</i> SUPPORT
7/2021/2107	Change of use from guesthouse to interchangeable use as guesthouse or single holiday let 23, Stanger Street, Keswick, CA12 5JX <i>Support on the basis of the same conditions applied to application 7/2020/2299 at 22 Stanger Street</i>

SUPPORT

- 7/2021/2111 Amendment to design for terrace, condition 2 (plans) and removal of privacy screening, condition 5 on planning permission 7/2020/2075 (Proposed ground floor infill extension, first floor side extension, loft conversion, facade alterations and all associated works)
Manor Crest, Manor Brow, Keswick, CA12 4AW
No comments made
SUPPORT
- 7/2021/2112 Change of use of guesthouse (C1) to dwelling (C3)
Oakthwaite House, 35, Helvellyn Street, Keswick, Cumbria, CA12 4EP
Support – subject to local occupancy condition being applied as planning policy CS18
SUPPORT
- 7/2021/2117 Use of former guest house (Use Class C1) as short term self-catering holiday letting house - Certificate of Lawful Use
Hazelwood, Chestnut Hill, Keswick, CA12 4LR
For information only, no comments required
- 7/2021/2122 Removal of back window to be replaced with French windows
7, Eskin Street, Keswick, CA12 4DH
No comments made
SUPPORT
- 7/2021/2128 3no building signs and 1no entrance totem
High Hill Farm, High Hill, Keswick, CA12 5NY
No comments made
SUPPORT
- 7/2021/2129 Garden room / workshop
Little Bield, Chestnut Hill, Keswick, CA12 4LT
No comments made
SUPPORT
- 7/2021/2131 Construction of garden amenity building detached from existing building
Greengarth, Brundholme Road, Keswick, CA12 4NL
Support in principle, but request details be provided to substantiate no impact on existing mature trees in close proximity to proposed location of new garden room
SUPPORT

- ii) **RECEIVED** an update on National Park planning decisions.
iii) **RECEIVED** an application from Allerdale Borough Council to remove a public payphone box

Councillor Burn left the meeting after this item.

12. Mayors Report

RECEIVED details of the Mayor's engagements and meeting attendance for the period 9th April 2021 – 13th May 2021.

13. Standing Committee and Working Group Members

- i) Staffing Committee
RESOLVED that the Staffing Committee comprise five Councillors - the Mayor (ex officio) Councillor Dunn and the Chair of the Parks Trusts (ex officio) Councillor Miller – (subject to election), plus Councillors Burn, Daniels and Terry.
- ii) Events Committee

RESOLVED that the Events Committee comprise five Councillors and that Councillors Burn, Dunn, Lansbury, Lywood and Titley be appointed to the Committee.

iii) Planning Group

RESOLVED that Councillors Daniels, Harwood, and Miller be appointed to the Planning Group.

14. Outside Bodies & Liaison Meetings

RESOLVED that the following Councillors be appointed as representatives on outside bodies and to attend liaison meetings e.g. Allerdale 3 tier meetings, CALC etc.:-

The Battersby Charity	Councillor Tony Lywood
Keswick in Bloom	Councillor Peter Terry
Keswick Community Emergency Recovery Partnership	Councillor Sally Lansbury
Keswick Tourism Association	Councillor Alan Dunn
Keswick Youth Centre	Councillor Markus Campbell-Savours
Keswick Fair Trade Committee	Councillor Markus Campbell-Savours
Keswick Flood Action Group	Councillor Paul Titley
Keswick Convention Town Liaison Group	Councillor Duncan Miller Councillor Paul Titley (reserve)
Liaison Meetings (CALC, Lake District Partnership Parish Forum etc)	Councillor Alexandra Boardman Councillor Steve Harwood Councillor Paul Titley

15. Chairman's Allowance

RESOLVED that the Chairman's allowance in pursuance of Section 15 (5) of the Local Government Act 1972 be set at £2,000, as per the budget provision made with the normal payment arrangements to apply.

16. Schedule of Meetings 2021/22

RESOLVED that the dates and times of ordinary meetings of the Council for the ensuing year be fixed as follows:

(Meetings start at 7.30 pm except where stated otherwise)

Schedule of Meetings 2021

17th June	Town Council Meeting
8th July	Charitable Trust Meeting
15th July	Town Council Meeting
19th August	Town Council Meeting
9th September	Charitable Trust Meeting
16th September	Town Council Meeting
21st October	Town Council Meeting
11th November	Charitable Trust Meeting

18th November	Town Council Meeting
16th December	Town Council Meeting 7pm

Schedule of Meetings 2022

13th January	Charitable Trust Meeting
20th January	Town Council Meeting
17th February	Town Council Meeting
10th March	Charitable Trust Meeting
17th March	Town Council Meeting
21st April	Annual Parish 6.30pm Town Council Meeting
19th May	Annual Council Meeting
26th May	Annual Trust Meeting

17. Schedule of Charges

Consideration was given to the report of the Responsible Financial Officer.

RESOLVED that the charge for the hire of the Council Chamber be increased to £15 per hour + VAT, but all other charges remain as they are for 2021/22.

18. Annual Review of Standing Orders

Consideration was given to the report of the Clerk.

RESOLVED that the Standing Orders be agreed.

19. Payment of Accounts

RESOLVED that the accounts for May 2021 as approved by the Inspection Committee be authorised for payment for:

- i) The Town Council, vouchers 16 – 49, amounting to £57,742.92 (fifty seven thousand, seven hundred and forty two pounds and ninety two pence)
- ii) The Trusts, vouchers HP8 – FP30, amounting to £12,207.86 (twelve thousand two hundred and seven pounds and eighty six pence)

20. Reports from Ward Representatives

RECEIVED reports from the following representatives:

- i) Allerdale Borough Council Ward Representatives;
Councillor Sally Lansbury informed Councillors there had recently been a meeting regarding a Masterplan exercise.
There was also a brief update given on Allerdale Borough Council's response to the Keswick Transport Study, and it was suggested that the Deputy Leader of Allerdale, Councillor Marion Fitzgerald, be invited to attend the next Council meeting.
RESOLVED that the Deputy Leader of Allerdale Borough Council be invited to speak at the next Town Council meeting.
- ii) Cumbria County Council Ward Representative;
Councillor Lywood informed Councillors of a £200,000 environmental fund bid, of which Keswick Town Councillors had put forward bids for two projects. He was hopeful that both would succeed. He confirmed that he was still pushing forward with information regarding the Back Streets TRO.
- iii) **RECEIVED** the report from Dr Geoff Davies Lake District National Park Authority North Distinctive Area Parishes Representative.

21. Town Council Insurance Renewal/Review

Consideration was given to the report from the Responsible Financial Officer.

RESOLVED that the report be accepted.

22. Sustainability Charge

Consideration was given to correspondence received from Cumbria County Council in relation to the letter previously sent, and to agree next steps.

RESOLVED that no further action be taken.

23. Review of Events Banners Policy

Consideration was given to the report of the Responsible Financial Officer.

RESOLVED that the events banner policy be discontinued.

24. Disposable Barbeques

Consideration was given to the motion from Councillor Lansbury which asked the Town Council to take steps to reduce the impact of disposable barbeques in our area, with reference to financial costs to the fire service and the environmental costs of going forward with no controls in place.

RESOLVED that:-

- i) Keswick Town Council write to all retailers including fuel station owners to discourage the use/retail of disposable barbeques.
- ii) Keswick Town Council contact landowners to ask them to raise awareness by placing the proposed code of conduct on their websites/visitor information
- iii) Keswick Town Council add the code of conduct to their website.
- iv) Letters be sent to George Eustice Minister for the Environment, and Lord Stephen Greenhalgh, Minister responsible for the fire service.

25. Derwent Foreshore

Consideration was given to a motion from Councillor Terry to consider the reinstatement of the Keswick Foreshore four party management agreement between Allerdale Borough Council, Cumbria County Council, the Hope Park Trust and the National Trust.

RESOLVED that Councillor Terry continue to his work investigating the Foreshore project.

26. Proposed Neighbourhood Local Occupancy Watch Scheme

Consideration was given to a motion from Councillor Campbell-Savours to set up a Neighbourhood Local Occupancy Watch Scheme along with Keswick Community Housing Trust.

RESOLVED that Councillors Campbell-Savours, Daniels, Harwood and Lansbury work alongside the Keswick Community Housing Trust on this matter, and that the former Town Clerk be requested to help collate the information.

27. Climate Change Working Group

RECEIVED an update from the Working Group.

RESOLVED that the Town Council gather be the central point for the collection of volunteer's details.

28. Visitor Management Working Group

RECEIVED an update from the Working Group.

29. Clerk's Report

RECEIVED the report of the Clerk.

RESOLVED that:

- i) The Clerk gather evidence for the Government's Call for Evidence into the benefits of virtually meetings; and
- ii) Councillor Campbell-Savours contact Property Services at Allerdale Borough Council to investigate the possibility of a telephone connection directly to Allerdale Borough Council to be situated outside the current ABC offices.

30. Committee Minutes

RECEIVED for information the minutes of the Events Committee meeting held on 13 April 2021.

31. Correspondence

RECEIVED the following correspondence:

- i) Letter from Lake District National Park
- ii) Email from Soundwave regarding Youth Provision in Keswick;
- iii) Email from CALC informing Members of a Government Rural Broadband Consultation.

Prior to the following business the Chairman moved the following resolution:

'That under the Public Bodies (Admission to Meetings) Act 1960, the public and representatives of the press and broadcast media be excluded from the meeting during the consideration of the following items of business as publicity would be prejudicial to the public interest because of the confidential nature of the business to be transacted'

32. CCTV Memorandum of Agreement – Moot Hall

RESOLVED to approve that the Mayor and Deputy Mayor be authorised to sign the Memorandum of Agreement between The Battersby Hall Charity and Keswick Town Council.

33. Committee Minutes

RECEIVED for information the Minutes of the Staffing Committee meetings held on Monday 12 April 2021.

The meeting closed at 10.17 p.m.

Chairman

Date

Planning Applications received between 14/05/2021 - 10/06/2021

Plan ref	Location	Description of Proposed Development
T/2021/0089	2 Archway House, Borrowdale Road, Keswick, CA12 5DD	Fell 1 ash tree (T1)
7/2021/2125	21, Station Street, Keswick, CA12 5HH	Retractable awning
7/2021/2144	7, The Hawthorns, Keswick, CA12 4LL	Alterations & extensions
7/2021/2147	Shelley Cottage, Chestnut Hill, Keswick, CA12 4LS	Retain replacement windows
7/2021/2149	Tourist Information Centre, Moot Hall, Keswick, CA12 5JR	Replacement of roof purlin, removal of oil and polymer based paints from masonry, repair of lime mortars to the clock tower and steps, redecoration of woodwork and metalwork
7/2021/2150	7, Fenton, Keswick, CA12 4AZ	Approval of details reserved by condition 3 (Windows & doors details) on planning permission 7/2019/2292 - Two storey side and rear extension with single storey to front elevation, alteration to front and rear garden to enlarge patio and form additional parking
7/2021/2153	The Bothy, Penrith Road, Keswick, CA12 4LJ	Extension of existing first floor balcony
7/2021/2156	Elimore House, 15, Brackentigg Drive, Keswick, CA12 4JJ	Remove local occupancy, condition 2 on planning permission 7/2004/2080, erection of dwelling
7/2021/2159	48, Millfield Gardens, Keswick, CA12 4PD	Extend dwelling to front and side of dwelling including building second storey over part of garage roof
7/2021/2161	24, Poplar Street, Keswick, CA12 5BW	Erection of single-storey rear extension for additional living accommodation
7/2021/2164	St John's House, St John's Street, Keswick, CA12 5AP	Change of use from former Gospel Chapel to self contained one bedroom flat

NOTICE TO THE PUBLIC: Interested parties are invited to let the Town Clerk have their comments, in writing, or by email to: townclerk@keswicktowncouncil.gov.uk prior to the meeting regarding any of the planning applications on this sheet.

Decisions Received from LDNPA

Planning Decisions Received between 14/05/2021 & 10/06/2021

Plan Ref	Date of Application	Location	Postcode	Description	KTC Observations	LDNPA Decision	Appeal	Appeal Decision
7/2019/2166	July-19	Keswick Youth Centre, The Old Mill, Main Street, Keswick	CA12 5NJ	Proposed youth centre and residential development	OBJECT	REFUSED		
7/2021/2003	January-21	2, Springs Road, Keswick	CA12 4AQ	Single storey rear extension and erection of rear wall with screening hedge	SUPPORT	GRANTED		
7/2021/2022	February-21	3, Fenton, Keswick	CA12 4AZ	Demolition of existing side conservatory and build new two storey extension	SUPPORT	GRANTED		
7/2021/2024	February-21	23, Lakeland Park, Keswick	CA12 4AT	Extensions & alterations	SUPPORT	GRANTED		
7/2021/2027	January-21	24, Poplar Street, Keswick,	CA12 5BW	Erection of two-storey rear extension for additional living accommodation.	SUPPORT	GRANTED		
7/2021/2069	March-21	29, Church Street, Keswick	CA12 4DX	Reinstatement of two dwellings from one dwelling	OBJECT	Withdrawn		
7/2021/2103	March-21	Acorn Garage, Helvellyn Street, Keswick	CA12 4EH	Development of 2 no. apartments and 2 no. cottages	SUPPORT	GRANTED		
7/2021/2107	April-21	23 Stanger Street, Keswick	CA12 5IX	Change of use from guesthouse to interchangeable use as guesthouse or single holiday let	SUPPORT	GRANTED		
7/2021/2111	March-21	Manor Crest, Manor Brow, Keswick	CA12 4AW	Amendment to design for terrace, condition 2 (plans) and removal of privacy screening, condition 5 on planning permission 7/2020/2075 (proposed ground floor infill extension, first floor side extension, loft conversion, facade alterations and all associated works)	SUPPORT	GRANTED		
7/2021/2112	April-21	Dakthwaite House, 35, Helvellyn Street, Keswick, Cumbria	CA12 4EP	Change of use of guesthouse (C1) to dwelling (C3)	SUPPORT	GRANTED		
7/2021/2117	April-21	Hazelwood, Chestnut Hill, Keswick	CA12 4LR	Use of former guest house (Use Class C1) as short term self-catering holiday letting house	Application not received for comments	GRANTED		
7/2021/2119	N/A	Toll Bar Cottage, Penfith Road, Keswick	CA12 4JR	change of use of Tollbar Cottage annex to local needs dwelling	Application not received for comments	Withdrawn		
7/2021/2135	N/A	21, Station Street, Keswick	CA12 5HH	Retractable awning for restaurant outside seating area. Awning 6x4m	Application not received for comments	Not Proceeded With/Not Determined/Superseded		
7/2021/2150	May-21	High Spy, 7 Fenton, Keswick	CA12 4AZ	Approval of details reserved by condition 3 (Windows & doors details) on planning permission 7/2019/2292 - Two storey side and rear extension with single storey to front elevation, alteration to front and rear garden to enlarge patio and form additional parking	Application not received for comments	GRANTED		

KESWICK TOWN COUNCIL

TOWN COUNCIL MEETING 17TH JUNE 2021

MAYOR'S ENGAGEMENTS & MEETING ATTENDANCE

For period 20th May 2021 – 10th June 2021

Friday 21 st May	Max the Dog Hope Park Event, informal meeting
Friday 21 st May	Lions Litter Pick
Saturday 22 nd May	Suskes Litter Pick
Saturday 22 nd May	U3A Litter Pick
Monday 24 th May	Balsam Bashing, Threlkeld
Thursday 27 th May	Trust meeting, held via Zoom
Monday 7 th June	CALC training course, held via Zoom
Wednesday 9 th June	Hope Park Event Briefing

Report from the North DA Parishes Member of the LDNPA – May 2021

The Lake District Local Plan 2020-2035 was formally adopted at the full Authority meeting on 19th May. From then, it became the starting point for the determination of all planning applications within the Lake District National Park.

The principal document¹, *Living Lakes, Your Local Plan*, replaces the Core Strategy (adopted 2010), the Allocations of Land (adopted 2013) and the Minerals Safeguarding Areas (adopted 2013). In addition, the following three Supplementary Planning Documents were approved, and they now have the status of material considerations in the determination of planning applications:

- Housing SPD
- Biodiversity SPD
- Landscape Character Assessment SPD

The first two of these had been the subject of recent public consultation and they had undergone significant modifications as a result. The Housing SPD specifies the same localities as the 2019 version that supported the old Local Plan. However, it was confirmed that a Housing and Employment Task & Finish Group will be appointed at the June Authority meeting to carry out further work on how the occupancy constraints might be changed to fulfil the aim of enabling more younger and working-age people to live in our communities. For now, an additional qualifying criterion has been included in the adopted document:

The person is a former resident who lived in the Locality defined for three years and then lived outside the Locality defined for social and/or economic reasons and is returning to live in the Locality defined within three years of the date of their departure.

The Biodiversity SPD explains how Policy 04 will be applied. Policy 04 is a response to UK government's intention to introduce a mandatory requirement for development in England to deliver Biodiversity Net Gain of 10 per cent. Provisions of the new Environment Bill will be aimed at ensuring, wherever possible, that developers leave wildlife habitats in a measurably better condition than they were before development started. This new SPD will not be applied in planning decisions until August 30th. This is to provide lead-in time so that future applicants can fully understand and prepare for the associated Policy 04. Moreover, the document exempts the following types of development from the Biodiversity Net Gain obligations:

- Permitted development,
- Householder applications such as extensions, and
- Sites which do not contain habitats to start with such as change of use applications and those entirely comprising buildings and sealed surfaces (excluding the conversion of traditional barns).

Geoff Davies

Geoff.Davies@lakedistrict.gov.uk

¹ https://www.lakedistrict.gov.uk/data/assets/pdf_file/0043/388987/Lake-District-Local-PLan-2020-2035-FINAL-ADOPTED.pdf

KESWICK TOWN COUNCIL

17 JUNE 2021

ANTI-HARASSMENT AND BULLYING POLICY

As part of taking over the role of Town Clerk, I am beginning an audit of all of the Council's Policies that are in effect, and ensuring that all of our statutory requirements are covered as well as those we need in place for 'best practice'. Over the next few months I will be working out a schedule of what policies need to be updated or put in place, and will begin to bring them through Council. The Staffing Committee in their May meeting requested that I begin with an Anti-Harassment and Bullying Policy.

Whilst Keswick Town Council has recently updated its Grievance Policy and Disciplinary Policy, this policy is designed to sit alongside them.

I am asking the Council to adopt the Anti-Harassment and Bullying Policy to put in place alongside the Grievance Policy and the Disciplinary Policy.

Vivien Little

3 June 2021



Anti-Harassment and Bullying Policy

This document sets out the council's policy on dealing with bullying and harassment. This policy is intended to be considered alongside the council's Grievance Policy and Disciplinary Policy.

Vivien Little

Town Clerk

June 2021

Anti-Harassment and Bullying Policy

Introduction	3
Policy	3
What type of treatment amounts to bullying or harassment?	3
Reporting concerns	4
Informal resolution	5
Raising a formal complaint	5
During the investigation	6
Hearing	6
Victimisation	6
False allegations	7
Disclosure and confidentiality	7

This policy is based on a policy commissioned by the National Association of Local Councils (NALC) in 2019 for the purpose of its member councils and County Associations.

This policy was written by the HR Services Partnership – a company that provides HR advice and guidance to town and parish councils.

This policy sits alongside Keswick Town Council's Grievance Policy and Disciplinary Policy.

Introduction

All staff should be able to work in an environment free from harassment and bullying and be treated with dignity and respect regardless of gender, sexual orientation, transgender status, marital or family status, colour, race, nationality, ethnic or national origins, creed, culture, religion or belief, age, or disability.

This policy and procedure provides guidance on what to do if you are concerned about bullying or harassment and what to expect if you raise concerns. It applies to all staff (whether permanent, fixed term, or casual), contractors and agency staff.

Policy

Keswick Town Council does not tolerate bullying or harassment in the workplace. This is the case for work-related events that take place within or outside of normal working hours; on council property or elsewhere; whether the conduct is a one-off act or repeated course of conduct, and whether done purposefully or not.

The Council does not tolerate retaliation against, or victimisation of any person involved in bringing a complaint of harassment or bullying. Retaliation or victimisation will also constitute a disciplinary offence, which may in appropriate circumstances lead to dismissal. You should also be aware that if a court or tribunal finds you have bullied or harassed someone, in some circumstances the treatment may amount to a crime punishable by a fine or imprisonment.

The Council will take appropriate action if any of our staff are bullied or harassed by staff, Councillors, members of the public, or suppliers.

What type of treatment amounts to bullying or harassment?

Bullying is offensive, intimidating, threatening, malicious or insulting behaviour, and/or an abuse or misuse of power that undermines, humiliates or injures the person on the receiving end.

Harassment is unwanted conduct related to relevant 'protected characteristics' which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age. Harassment amounts to unlawful discrimination if it relates to a protected characteristic.

Examples of bullying and harassment include:

- Verbal abuse or offensive comments, jokes or pranks related to age, disability, gender re-assignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation
- Lewd or suggestive comments
- Deliberate exclusion from conversations or work activities
- Deliberately withholding information a person needs in order to do their job
- Practical jokes, initiation ceremonies or inappropriate birthday rituals
- Physical abuse such as hitting, pushing or jostling
- Rifling through, hiding or damaging personal property
- Subjecting a person to humiliation or ridicule, belittling their efforts, often in front of others
- Abusing a position of power

It is important to recognise that conduct which one person may find acceptable, another may find totally unacceptable. All employees must, therefore, treat their colleagues with respect and appropriate sensitivity.

Bullying does not include appropriate criticism of an employee's behaviour or proper performance management.

Reporting concerns

What you should do if you witness an incident you believe to be harassment or bullying

If you witness such behaviour you should report the incident in confidence to the Clerk or a councillor. Such reports will be taken seriously and will be treated in strict confidence as far as it is possible to do so.

What you should do if you feel you are being bullied or harassed by a member of the public or supplier (as opposed to a colleague)

If you are being bullied or harassed by someone with whom you come in contact with at work, please raise this with the Clerk or a Councillor in the first instance. They will then decide how best to deal with the situation, in consultation with you.

What you should do if you feel you are being bullied or harassed by a Councillor

If you are being bullied or harassed by a Councillor, please raise this with the Clerk or the Mayor in the first instance. They will then decide how best to deal with the situation, in consultation with you. There are two possible avenues for you, informal or formal. The Informal Resolution is described below. Formal concerns regarding potential breaches of the Code of Conduct will be investigated by the Monitoring Officer at Allerdale Borough Council.

What you should do if you are being bullied or harassed by another member of staff

If you are being bullied or harassed by a colleague or contractor, there are two possible avenues for you, informal or formal. These are described below.

Informal resolution

If you are being bullied or harassed you may be able to resolve the situation yourself by explaining clearly to the perpetrator(s) that their behaviour is unacceptable, contrary to our policy and must stop. Alternatively, you may wish to ask the Clerk, a colleague or another councillor to put this across on your behalf or to be with you when confronting the perpetrator(s).

If the above way doesn't work or if you do not want to try to resolve the situation in this way, or if you are being bullied by your own manager, you should raise the issue with the Mayor. The Mayor (or another appropriate individual) will discuss with you the option of trying to resolve the situation informally by:

- telling the alleged perpetrator(s), without prejudging the matter, that there has been a complaint that their behaviour is having an adverse affect on a member of that;
- that such behaviour is contrary to our policy; and
- that for employees, the continuation of such behaviour could amount to a serious disciplinary offence.

It may be possible to have the conversation with the alleged perpetrator without revealing your name, if this is what you want. They will also stress that the conversation is confidential.

In certain circumstances we may be able to involve a neutral third party to facilitate a resolution of the problem. The Mayor will discuss this with you if it is appropriate.

If your complaint is resolved informally, the alleged perpetrator(s) will not usually be subject to disciplinary sanctions. However, in exceptional circumstances (such as a serious allegation of harassment or in cases where a problem has happened before) the Council may decide to investigate further and take more formal action notwithstanding that you raised the matter informally. We will consult with you before taking this step.

Raising a formal complaint...

If informal resolution is unsuccessful or inappropriate, you can make a formal complaint about the harassment or bullying to the Clerk or the Mayor. A formal complaint may ultimately lead to disciplinary action against the perpetrator(s) where they are employed.

The Clerk or the Mayor will appoint someone to investigate your complaint. You will need to co-operate with the investigation and provide the following details (if not already provided):

- the name of the alleged perpetrator(s);
- the nature of the harassment or bullying;
- the dates and times the harassment or bullying occurred;
- the names of any witnesses; and
- any action taken by you to resolve the matter informally.

... against a colleague or contractor

The alleged perpetrator(s) would need to be told your name and the details of your complaint for the issue to be investigated properly. However, we will carry out the investigation as confidentially and sensitively as possible. Where you and the alleged perpetrator(s) work in proximity to each other, we will consider whether it is appropriate to separate you whilst the matter is being investigated.

... against a member of the public or supplier

We will investigate the complaint as far as possible by contacting the member of public or the supplier's employer and asking for a response to the allegations.

... against a Councillor

Formal concerns regarding potential breaches of the Code of Conduct will be investigated by the Monitoring Officer at Allerdale Borough Council. You can find more information at Allerdale Borough Council's website (<https://www.allerdale.gov.uk/en/council-and-democracy/councillor-code-conduct-and-standards/>)

During the investigation

Investigations will be carried out promptly, sensitively and, as far as possible, confidentially. If, after an investigation, we decide that an employee has harassed or bullied another employee, then the employee may be subject to disciplinary action, up to and including dismissal.

The Council will consider how to protect your health and wellbeing whilst the investigation is taking place and discuss this with you. Depending on the nature of the allegations, the Investigator may want to meet with you to better understand your complaint. Whilst there is no statutory right to be accompanied at investigation meetings, the Investigator will consider your request if you want to have a work colleague or union representative with you at that meeting.

Hearing

After the investigation, the Staffing Committee will appoint a sub-committee which will meet with you in a Grievance Hearing (following the Council's Grievance Procedure) to consider the complaint and the findings of the investigation. At the meeting you may be accompanied by a fellow worker or a trade union official.

After the meeting the panel will write to you to inform you of the decision and to notify you of your right to appeal if you are dissatisfied with the outcome. You should put your appeal in writing explaining the reasons why you are dissatisfied with the decision. Your appeal will be heard under the appeal process that is described in the Grievance Procedure.

Victimisation

Employees and others who make allegations of bullying or harassment in good faith will not be treated less favourably as a result.

False allegations

False allegations of harassment or bullying can have a serious effect on innocent individuals. Staff and others have a responsibility not to make false allegations. False allegations made in bad faith will be dealt with under our disciplinary procedure.

Disclosure and confidentiality

We will treat personal data collected during this process in accordance with the data protection policy. Information about how data is used and the basis for processing data is provided in the employee privacy notice.

Use of the disciplinary procedure

Harassment and bullying constitute serious misconduct. If, at any stage from the point at which a complaint is raised, we believe there is a case to answer and a disciplinary offence might have been committed, we will instigate our disciplinary procedure. Any employee found to have harassed or bullied a colleague will be liable to disciplinary action up to and including summary dismissal.

Date of policy: June 2021

Date approved:

Policy version reference:1.0

Date for next review: June 2023

Notes

1. Protected characteristics

A 'protected characteristic' is defined in the Equality Act 2010 as age, disability, sex, gender reassignment, pregnancy and maternity, race, sexual orientation, religion or belief, and marriage and civil partnership. It is unlawful to discriminate against an individual because of any of the protected characteristics.

Discrimination includes treating people differently because of a protected characteristic. Harassment is unwanted conduct related to a 'protected characteristic'. Employees can complain of harassment even if the behaviour in question is not directed at them. This is because the complainant does not actually need to possess the relevant protected characteristic. An employee can complain of unlawful harassment if they are related to someone with a protected characteristic, or because a colleague believe they have a protected characteristic.

2. Legal Risks

An employee does not need to be employed to make a discrimination claim at a tribunal.

- Job applicants who believe they have not been appointed because of a 'protected characteristic' can make a claim.
- New or established employees who are dismissed because of a health condition can make a discrimination claim at a tribunal.
- An employee in their probationary period may claim discrimination if their employment has been ended for no credible reason.
- An employee subject to harassment can make a discrimination claim at a tribunal.
- An employee asked to retire can make a discrimination claim at a tribunal.

Successful unfair dismissal claims are limited to a compensation cap, whereas those for unlawful discrimination have no cap.

A positive employment culture, and swift action if conduct falls beneath acceptable standards will help mitigate the risks. An unhealthy culture will make it difficult to defend claims.

The time to defend and the cost of defending tribunal claims can be significant, irrespective of the outcome.

3. Culture and behaviour

Modern day workforces are eclectic, and a positive culture throughout the Council enables staff with different backgrounds and beliefs to share ideas and shape how the Council achieves what Councillors decide for the community.

Different people find different things acceptable. It may not be obvious that some behaviour would be unwelcome or could offend a person. Those in positions of 'power' over an employee may not always understand how words or actions are

received. An employee may not always find it easy to communicate how they really feel. 'Banter' that on the face of it is reciprocated may nonetheless be unwelcomed and damaging. Others who overhear comments, or learn of them third hand, will form judgements about the culture.

Whilst both staff and Councillors jointly determine what the working culture is like, Councillors are key in demonstrating what is and isn't acceptable behaviour. This is apparent from how Councillors behave with each other in council meetings and also in how standards of behaviour are applied through the use of informal discussion and formal policies. Examples of unacceptable behaviour are applied through the use of informal discussion and formal policies. Examples of unacceptable behaviour at work include (but are not limited to):

- physical conduct ranging from touching to sexual advances and serious assault;
- the offer of rewards for going along with sexual advances, e.g. promotion, access to training;
- suggestions that refusing sexual advances will adversely affect aspects relating to employment (such as pay, promotion, training, work opportunities, or any other condition of employment or development);
- comments about a person's appearance
- jokes or comments of a sexual or racial nature or about an individual's age, disability, sexual orientation or religion;
- questions about a person's sex life;
- unwanted nicknames, especially related to a person's age, race or disability;
- the use of obscene gestures;
- excluding an individual for a non-work reason;
- treating an employee differently because they have, or are perceived to have, a 'protected characteristic' or are associated with someone who does;
- the open display of pictures or objects with sexual or racial overtones, even if not directed at any particular person;
- spreading malicious rumours or insulting someone;
- picking on someone or setting them up to fail'
- making threats or comments about someone's job security without good reason;
- ridiculing someone;
- isolation or non-cooperation at work; and
- excluding someone from social activities.

4. During the investigation

Employers have a duty of care to provide a safe place of work. If a complaint is made, discuss how to manage working relationships whilst the allegation is being investigated and until the outcome is disclosed. This is as much for the protection of the alleged perpetrator(s) as for the aggrieved.

Consider whether a neutral person should be offered as a 'listening ear' for both parties in the investigation. Offer other support that may be appropriate to the situation such as signposting to support groups, time off for counselling etc. If you have suspended a staff member, your duty of care continues and it's important to consider their wellbeing and mental health.

Ensure that you regularly communicate with both parties.

5. Victimisation

All employees have the right to raise genuine concerns without the fear of reprisals. If the aggrieved (or a witness) is treated differently or less favourably because they have raised a complaint, then this is victimisation. This would include isolating someone because they have made a complaint, cancelled a planned training event, or giving them a heavier or more difficult workload. Victimisation can lead to a claim to an employment tribunal.

6. False Allegations

If an employee makes an allegation that they know to be untrue, or gives evidence that they know to be untrue, the Council should consider the matter under the disciplinary procedure. Such an allegation would potentially be Gross Misconduct.

7. Complaints against Councillors

Following the Ledbury case, the law is clear that any formal complaint regarding a breach of the Code of Conduct must be referred to the Monitoring Officer of the Principal Authority (in this case, Allerdale Borough Council) for investigation. During the investigation, it is critical to ensure that where an employee of the Council has made a complaint, that the Council agrees with the employee reasonable measures to protect their health and safety. Such measures may include a temporary change in duties, change of work location, not attending meetings with the person to whom the complaint has been made etc.

KESWICK TOWN COUNCIL

17 JUNE 2021

CLERK'S REPORT

CiLCA

I will shortly be starting to undertake my Certificate in Local Council Administration (CiLCA) as requested and paid for by the Council. This is a requirement for the Council for any Local Council Awards they wish to go for, and for General Power of Competence.

There is a form attached to this report, which sets out expectations from all parties involved in the qualification. It is recommended that this be signed by the Mayor.

I will regularly update the Staffing Committee on progress towards the qualification.

Vivien Little

08 June 2021

The course will focus on giving an overview of the Portfolio Guide, going through the exercises and tasks and for the tutor to answer any questions. Following the initial session, candidates will work to a timetable and be expected to liaise, if support is required, with the CALC trainer via e-mail. At each subsequent training session ongoing problems will be discussed, progress will be assessed and submission information will be given to candidates.

Candidates have one year in which to submit their portfolios from the date of registration.

Depending on the state of your Council's documents your portfolio could take from six months to a year to complete. Your council should support your studies, and in this respect is a partner to this training agreement.

The five study units are expected to take a total of around 200 hours of your time – and include training, research, writing and time at work. Over a year, 200 hours is about four hours a week but up to three hours can be part of your normal work.

The Learning Agreement, your commitment and expectations

It is important that the CiLCA is delivered via a successful partnership and each candidate must agree to the conditions laid down in the learning Agreement, outlined below, the primary purpose of which is to help secure commitment from everyone involved.

The candidate's commitment – our expectations

A candidate should only embark on this course if s/he is confident that the time is available to fully commit to it. You will be provided with support to manage your time, but ultimately time management is your responsibility.

CALC's commitment – your expectations

Via the Learning Agreement the Cumbria Association of Local Councils (CALC) commits to deliver appropriate and effective training to the candidate and to respond to communications in a reasonable time scale.

The parish/town council's commitment

The clerk's council is expected to provide support to the clerk to complete the Portfolio of evidence. This matter should be negotiated between the council and the clerk and we advise that any agreement is recorded in the minutes.

Please sign the Learning Agreement, ask the Chairman or Vice Chairman of your council to sign it and send it to CALC. It will then be signed by CALC and a copy returned to you.

Certificate in Local Council Administration

Learning Agreement

This Learning Agreement provides a clear statement of the responsibilities of each party concerned.

Cumbria Association of Local Councils Agreement will

- Provide access to the guidelines for the completion of CiLCA 2021 (either via hard copy or electronically), and other relevant materials essential to undertake CiLCA
- Ensure candidates are briefed in detail of the requirements of CiLCA to enable accreditation to be achieved in a mutually agreed timescale
- Provide a programme of learning, guidance and support to enable the candidate to undertake CiLCA
- Provide support through preparation and up to submission of the portfolio
- Ensure students are aware of their responsibilities in recording their progress and achievement

The candidate will

- Be responsible for registering to undertake CiLCA
- Will adhere to the programme and timetable of learning and support provided with the trainer
- Will maintain a regular record of achievement and progress
- Will engage in a dialogue with my employer to update on progress
- Will attend and participate in any scheduled training sessions
- Accept that private study/research is an essential element of the preparation of my Portfolio

The Council will:

- Support the above employee through their studies
- Note updates on achievements and progress
- Give additional and remunerated time to the student to complete the portfolio of evidence
- Cover the costs of training and travelling costs to the training events
- Recognise the importance of the CiLCA qualification and its benefits to the council

This agreement is signed by

Candidate

Date

Council

Date

CALC

Date

Forestry England

25th May 2021

Forestry England Grizedale
Hawkshead
Ambleside
Cumbria
LA22 0QJ

0300 067 4711 / 07717 367579
andrew.wright@forestryengland.uk
[forestryengland.uk](https://www.forestryengland.uk)

Forest Planner
Andrew Wright

To whom it may concern,

Ref. Whinlatter Amendments May 2021

I am writing to you in your role as a consultee of the forest plan on two proposed amendments to Forestry England's Whinlatter Forest Design Plan 2019.

1. Revelin Moss windblow felling.

We are intending on clear felling a 1.82ha sub-compartment of Norway Spruce, which is part of a 53ha group shelterwood area. The Norway Spruce is approximately 25% windblown at present, and further windblow is anticipated in the future. While originally intended to be kept as a small stand of mature spruce for future retention, the crop is proving to be too unstable to safely leave standing.

The popular Quercus Bike Trail runs through the stand and the windblow has proven to be a serious and recurring safety issue. In addition, the proximity to the Revelin Moss car park is also a concern. By clear felling the site, restocking as per the design plan, continuing to manage the area under low impact silvicultural systems approaches in the future, we will eliminate the present windblow risk.

2. Hallgarth Restock Site

As part of a 12.55ha restock site, we would like to change the species composition in an area currently planned for pure broadleaves. To ease the transition between broadleaf woodland and conifer behind, we are proposing to plant up to 30% Scots Pine. In addition, 2.01ha of broadleaves will be planted in an area previously approved to be pure Sitka Spruce. This change in species will lead to a 6.6% increase in broadleaf cover across the restock site and will better integrate the broadleaf and conifer stands from a landscape perspective.



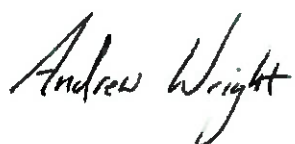
I have attached maps of both sites indicating the proposed changes. The first map shows the area to be felled at Revelin Moss. The second map shows the area of the restock amendment within the red dotted line. The previous restock plan is also shown for comparison.

I would appreciate a response to these amendments before the 22nd of June, at which point they will be submitted to the Forestry Commission for approval.

If you require any further information, please contact me on the details above.

Yours sincerely,

Andrew Wright
Forest Planner NEFD



Forest Roads

— Forest Roads

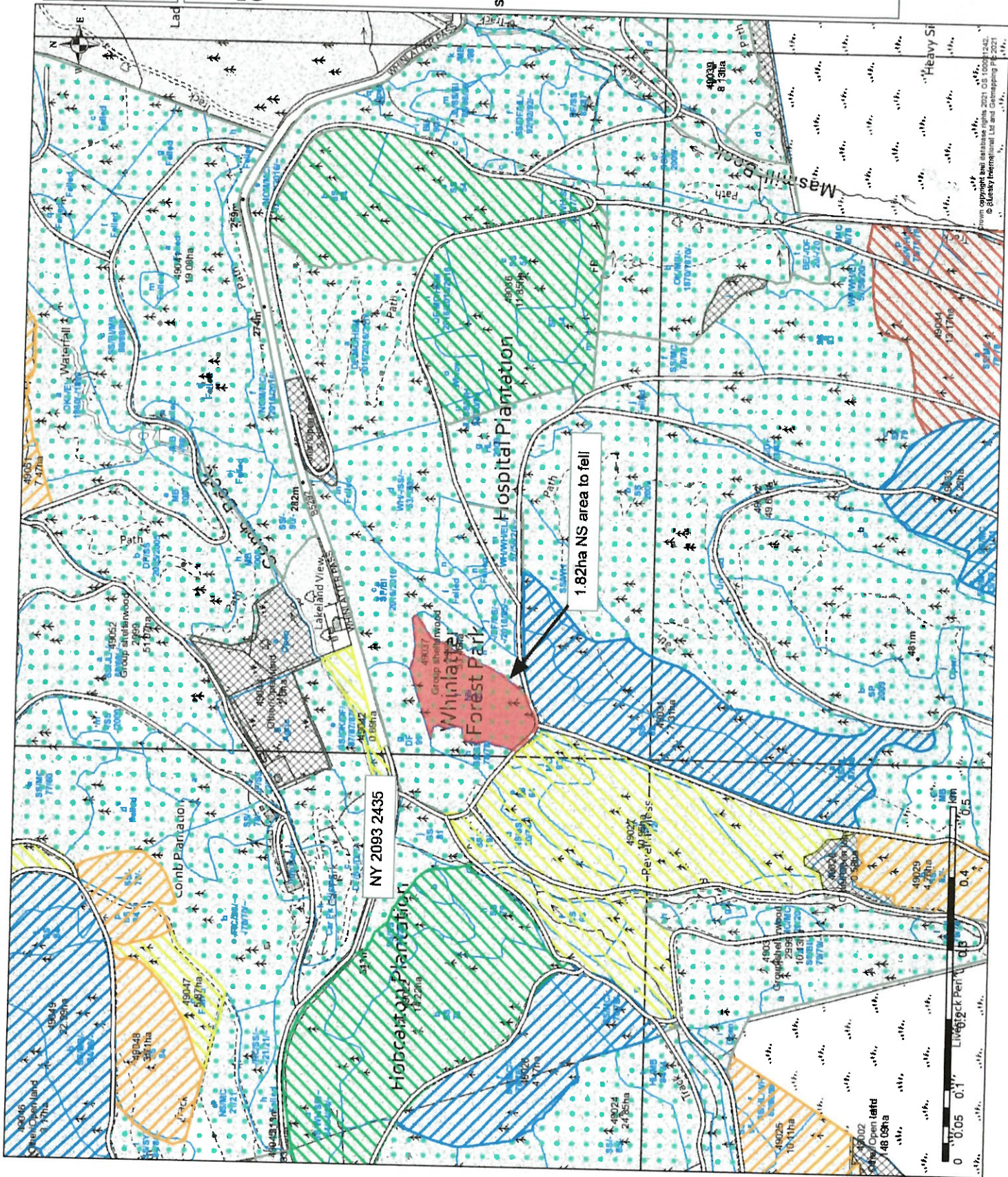
Management Coupes (Felling Year (England))

- 2017 - 2021
- 2022 - 2026
- 2027 - 2031
- 2032 - 2036
- 2037 - 2041
- Beyond 2042 or LISS

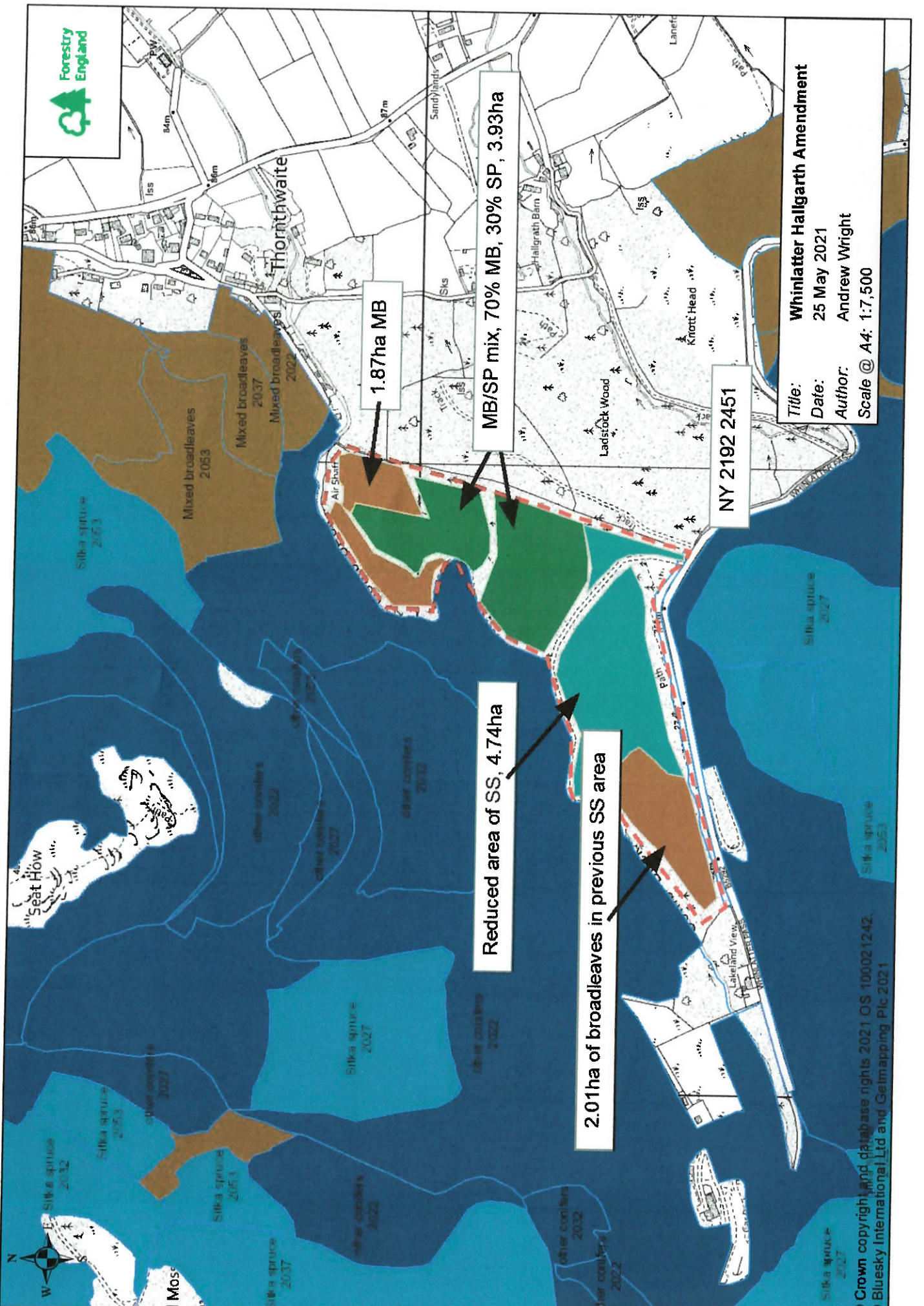
- Felling Date Passed
- Other / Open Land
- No Data

Sub-compartments

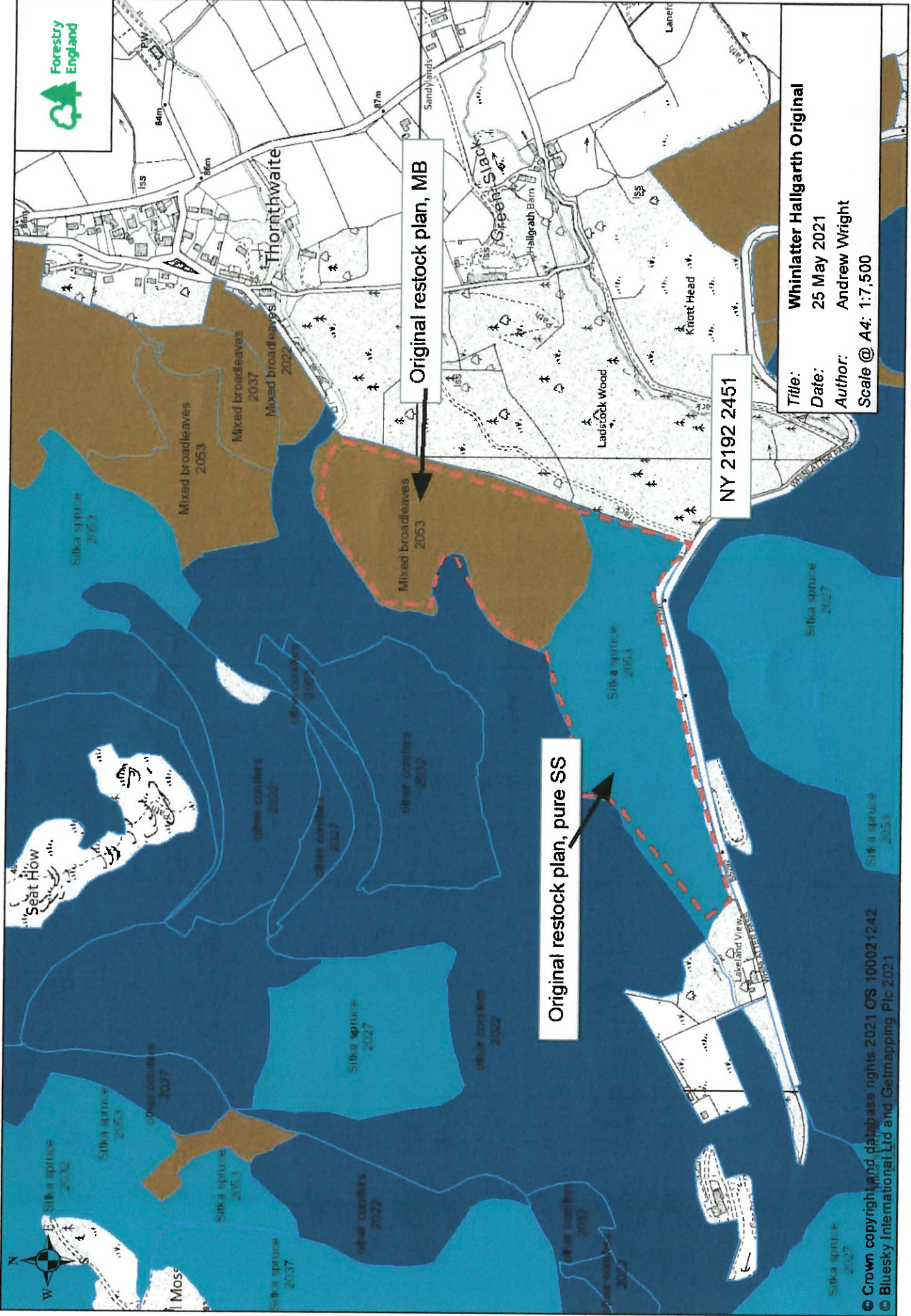
□ Sub-compartments



Forestry England forests and woodlands have been certified in accordance with the UK Woodland Assurance Standard (UKWAS)



Title: Whinlatter Hallgarth Amendment
Date: 25 May 2021
Author: Andrew Wright
Scale @ A4: 1:7,500



Title: Whinlatter Hallgarth Original
Date: 25 May 2021
Author: Andrew Wright
Scale @ A4: 1:7,500

NY 2192 2451

Original restock plan, MB

Original restock plan, pure SS

Catherine Parker

From: Pensions Mailbox <pensions@cumbria.gov.uk>
Sent: 07 June 2021 15:53
Cc:
Subject: Consultation on the draft Contributions Review Policy and revised Admissions & Termination Policy
Attachments: CLGPS - Admission and Termination Policy - Employer Consultation.docx; CLGPS - Contributions Review Policy - Employer Consultation.docx
Importance: High

Sent on behalf of Senior Manager - Pensions and Financial Services

Dear Employer,

Consultation on the draft Contributions Review Policy and revised Admissions & Termination Policy

The Fund is consulting on the attached draft Contributions Review Policy and the draft revised Admissions & Termination Policy which are scheduled to be approved by the Cumbria Pensions Committee at their meeting in September and implemented thereafter. If you have any comments or proposed changes to any of the Fund Policy revisions could you please submit these by **Friday 23rd July 2021**.

By way of background, changes to the policy have arisen from changes to improved flexibilities for employers within the Fund. These flexibilities include:

- A review of employer contributions payable to the Fund between triennial valuations (to be presented as Appendix D to the Funding Strategy Statement)
- Enhanced flexibilities to employers considering exiting the Fund (amendments to the Admission & Termination Policy).

Employer Contribution Review Policy

Amended LGPS Regulations permit employer contributions to be reviewed between triennial valuations where there has been a significant change to the liabilities of an employer or where there has been a significant change in the employers covenant.

Employer Flexibilities at Termination

Under previous LGPS regulations, employers terminating from the Fund were required to pay any exit payment due at the point of termination. This was often considered to be a barrier to terminating as the exit payment could be significant.

Amended LGPS Regulations permit, at the discretion of the Administering Authority, either:

- Suspension of the exit payment;
- Spreading of the exit payment over an agreed period; or
- Instigating a Deferred Debt Agreement whereby an employer may request to continue to participate in the Fund with no contributing members.

Any responses to the consultation should be e-mailed to pensions@cumbria.gov.uk by **Friday 23rd July 2021**.

This e-mail contains confidential information (which may also be legally privileged) and is intended solely for the use of the intended named recipient. If you are not the intended recipient you may not disclose, copy, distribute or retain any part of this message or its attachments. If you have received this message in error please notify the originator immediately by using the reply facility in your e-mail software. Incoming and outgoing emails may be monitored in line with current legislation. All copies of the message received in error should be destroyed. Any views

7 CUMBRIA LOCAL GOVERNMENT PENSION SCHEME ("Scheme")

7.1 ADMISSION & TERMINATION POLICY, FLEXIBILITIES FOR EXIT PAYMENTS AND DEFERRED DEBT AGREEMENTS

This document details the Scheme's policy on:

- o Admissions into the Fund;
- o The methodology for assessment of a termination payment on the cessation of a Participating Employer's participation in the Fund;
- o Use of repayment plans and Deferred Debt Agreements; and
- o Considerations for current employers'.

The Admissions and Termination Policy was approved by the Cumbria Pensions Committee held on INSERT DATE and has been updated to reflect the Local Government Pension Scheme Regulations 2013. This policy forms part of the Funding Strategy Statement of the Scheme.

Where this document refers to Cumbria County Council ("**Cumbria**"), then this shall mean Cumbria in carrying out its function as the Administering Authority of the Scheme.

Where this document refers to a Participating Employer, it shall mean a Fund Employer under either Part 1 or Part 2 of Schedule 2 of the Local Government Pension Scheme Regulations 2013 ("**Regulations**"), or an Admission Body (formerly defined as a transferee admission body or a community admission body) under Part 3 of Schedule 2 of the Regulations.

A – ADMISSIONS POLICY

7.2 BACKGROUND

7.2.1 Admission Bodies

Admission Bodies are a specific type of Participating Employer under the Regulations that govern the Scheme. They do not automatically qualify for admission and must instead satisfy certain criteria as set out in the Regulations. They also need a written Admission Agreement to be admitted and participate in the Scheme.

Cumbria may enter into an Admission Agreement with any Admission Body that satisfies the criteria under the Regulations. An Admission Agreement will enable all (or any specified class) of the Admission Body's employees to be members of the Fund and participate in the Scheme.

Any application for Admission Body status must be submitted to Cumbria in good time to enable actuarial information to be obtained and the liabilities

associated with admission to be dealt with. Applications should preferably be submitted at least six months before the proposed transfer or admission date.

There are two broad types of Admission Body – those providing a commercial service to a Fund Employer (formerly transferee admission bodies) and those providing other services with sufficient links to a Fund Employer (formerly community admission bodies).

7.2.2 Fund Employers

Fund Employers can be divided into two types under the Regulations:

- (a) those employers listed in Part 1 of Schedule 2 of the Regulations; and
- (b) those employers listed in Part 2 of Schedule 2 of the Regulations.

Fund Employers listed under Part 1 of Schedule 2 of the Regulations include (but are not limited to)

- county councils;
- district councils;
- London borough councils;
- a fire and rescue authority within the meaning of the Fire and Rescue Services Act 2004;
- a police and Crime Commissioner;
- a Chief Constable within the meaning of Section 2 of the Police Reform and Social responsibility Act 2011;
- the Environment Agency;
- a National Park Authority established under Part 3 of the Environment Act 1995;
- a proprietor of an academy within the meaning of section 579 (general interpretation) of the Education Act 1996 who has entered into academy arrangements within the meaning of section 1 (academy arrangements) of the Academies Act 2010;
- a further education corporation, a sixth form college corporation or higher education corporation within the meaning of section 90 of the Further and Higher Education Act 1992;
- a body set up by a local housing authority as a housing management company to exercise management functions of the authority under an agreement approved by the appropriate Minister under section 27 of the Housing Act 1985.

Employees of the above Fund employers will automatically be admitted into the Scheme, provided that they are not prevented from eligibility by virtue of Regulation 4.

Fund employers listed under Part 2 of Schedule 2 of the Regulations include (but are not limited to):

- a passenger transport executive;
- a precepting authority within the meaning of section 69 of the Local Government Finance Act 1992 (which would include a Parish or Community Council);
- a company “connected with” / “under the control” of a body listed in Part 1 of Schedule 2 (which would include a subsidiary); and
- an urban development corporation.

Employees of the above Fund Employers will only be admitted to the Scheme if they, or a class of employee to which they belongs is designated by the body as being eligible for membership of the Scheme.

7.3 POLICY STATEMENT

7.3.1 Admission Bodies

In addition to the requirements under the Regulations, the following principles will be adopted in relation to Admission Bodies:

- (a) applications will be approved if:
 - (i) all the conditions of participation set out in the appendix are met; and
 - (ii) the body falls into the category of “Admission Body” highlighted in section 7.2 and does not have any of the disqualifying criteria set out below; and
 - (iii) the body has a guarantee/indemnity from another Fund Employer (note that for commercial agreements (i.e. former transferee admission bodies) the transferring Fund Employer will automatically be deemed to act as guarantor); and
 - (iv) for non-commercial agreements (i.e. former community admission bodies) the body exists as a result of being specifically set up by a local authority(s).

- (b) applications will not be approved if:
 - (i) the application falls into the “Admission Body” category; and
 - (ii) the body has one or more of the following disqualifying criteria attached to it:
 - the body does not meet the conditions of participation detailed at the appendix; or
 - the provisions in respect of risk assessments as set out later in this document have not been complied with; or
 - the transferring Fund Employer is a Participating Employer within another LGPS Fund; or
 - the body does not have a guarantee/indemnity from another Fund Employer.
 - (iii) for non-commercial agreements (i.e. former community admission bodies) there is a known limited lifespan or fixed contract term of admission to the Fund.

- (c) the Admission Body will need to enter into a separate Admission Agreement in respect of each contract.

Notwithstanding the above, Cumbria reserves the right to approve or reject any application, should it deem this appropriate in the particular circumstances, provided such a decision is in accordance with the Regulations.

7.3.2 Risk Assessments

Cumbria will expect each Admission Body to carry out, at the point of admission and subsequently as required by Cumbria, an assessment of risk arising on premature termination of the provision of assets and services by the Admission Body to the satisfaction of Cumbria. In determining whether the assessment is satisfactory, Cumbria will take advice from its own actuary.

Where the level of risk is, in the opinion of Cumbria, such as to require it, then Cumbria will require the Admission Body to enter into an indemnity or bond. In certain circumstances Cumbria may determine that the level of risk is such that it is not desirable for the Admission Body to enter into an indemnity or bond, and instead a guarantee would be acceptable (where one does not already exist). In these circumstances, the Admission Body must secure a guarantee which is acceptable to Cumbria from either:

- (a) a person who funds the Admission Body in whole or part;
- (b) a person who owns or controls the exercise of the functions of the Admission Body; or
- (c) the Secretary of State in the case of an Admission Body which is established under any enactment providing that enactment enables the Secretary of State to make financial provision for that Admission Body.

The factors Cumbria may use to establish whether a guarantee would be an acceptable alternative are:

- (a) the likelihood of premature termination occurring in respect of that Admission Body;
- (b) the accountability of any Fund employer in respect of that Admission Body;
- (c) whether if premature termination did occur the liabilities of the Admission Body would be assumed by other participating employers in the Fund, or would be contained by other employers in that Admission Body's group;
- (d) any assessment commissioned by the Admission Body on which Cumbria can rely to determine whether the guarantor is suitable; and
- (e) advice from its solicitors as to whether the wording of the guarantee is acceptable.

In determining the acceptability as to the level of risk, Cumbria will be mindful of its core principle which is that each Admission Body is accountable for its

own costs on premature termination and any costs associated with that should not become the liability of third party bodies who participate in the Fund.

7.3.3 Decisions Regarding Admissions

Decisions regarding Admission Bodies will be delegated to the Section 151 Officer.

7.4 Fund Employers

The principle that Cumbria wishes to pursue is that of responsibility by each employer under the Fund for the liabilities of its employees or former employees who have liabilities under the Fund.

In this regard, Cumbria may:

- make an initial assessment of the financial standing of the new Fund employer, to determine its ability to support the funding requirements under the Fund;
- taking into account any such assessment, Cumbria may seek any one or more of the following terms of agreement with the new Fund, including:
 - a guarantee/indemnity from another Fund employer;
 - agreement that another Fund employer will assume the orphan liabilities relating to the new Fund employer;
 - either in whole or in part;
 - further information on the employees transferring to them, financial standing/plans and relationship with previous Fund employer;
 - a revised rates and adjustment certificate for the new Fund employer to take into account the financial risk of failure.

There should be flexibility to consider all relevant circumstances but Cumbria's objective is to seek appropriate funding from all Fund employers, so that on exit all orphaned liabilities will be funded, or subsumed by another Fund employer.

B – TERMINATION POLICY, FLEXIBILITIES FOR EXIT PAYMENTS AND DEFERRED DEBT AGREEMENTS

7.5 BACKGROUND

When an Admission Agreement comes to its end (including where the participating employer ceases to have any active members), or is prematurely terminated for any reason, employees may transfer to another employer, either within the Fund or elsewhere. If this is not the case the employees will retain pension rights within the Fund i.e. either deferred benefits or immediate retirement benefits.

In addition to any liabilities for current employees, the Fund will also retain liability for payment of benefits to former employees, i.e. to existing deferred and pensioner members.

In the event that unfunded liabilities arise that cannot be recovered from the Admission Body, these will normally fall to be met by the Fund as a whole (i.e. all employers) unless there is a bond/indemnity, guarantor or successor body within the Fund.

7.6 POLICY STATEMENT

7.6.1 Admission Bodies

A termination assessment will always be carried out for “outgoing” Participating Employers in accordance with Regulation 64 of the Regulations. The actuarial cost of this will be charged to the outgoing Participating Employer, together with any other related costs of the termination.

In line with Regulation 64, this assessment will determine the exit payment due from, or the exit credit due to, the outgoing Participating Employer. Where the calculations show that there is a surplus of the Participating Employer’s assets over its liabilities within the Fund, the Administering Authority has discretion when determining what if any exit credit is payable. Where the calculations show that there is a deficit, the Administering Authority has discretion when determining whether the exit payment is paid immediately, or whether it is either suspended, spread over an agreed period, of whether the Participating Employer may continue to participate in the Fund under a “Deferred Debt Agreement”.

As such, the treatment of assets and liabilities at termination will be as follows:

(a) Admission Bodies without a Fund guarantor

Where an Admission Body does not have a guarantee/indemnity from another Fund Employer, and no successor body exists to take responsibility for the liabilities (including those in respect of former members) then:

- Any surplus on termination would be refunded to the Participating Employer via payment of an exit credit.
- Any deficit will be recovered from the bond and/or the outgoing Participating Employer;

After this, the remaining orphan liabilities and the related assets in the Fund will be subsumed by the Fund as a whole.

(b) Admission Bodies with a Fund guarantor

Where an Admission Body has a guarantee/indemnity from another Fund Employer or a successor body exists who will take responsibility for the liabilities (including those in respect of former members) then, on notification of the Admission Body's intention to leave the Fund:

- The Fund will write to the Admission Body and guarantor requesting written evidence of any risk sharing agreements within 14 days of notification.
- Where evidence is provided, the Fund will follow the risk sharing protocols set out within the agreement between the two parties. Where there is no clarity within the risk sharing agreement as to the treatment of deficits or exit credits on termination, the Fund will determine the amount of any deficit due or exit credit payment due and to which party, having regard to any relevant considerations and taking account of the employers' exposure to risk.
- Where no evidence is provided, the Fund will pursue the Admission Body for any deficit or pay any exit credits to the Admission Body. Where the Admission Body defaults on any liabilities due to the Fund, the guarantee will be called in from the guarantor.
- If the outgoing Admission Body disputes the treatment then the two parties will be expected to reach an agreement amongst themselves, and if they cannot then the Fund's IDRPs process should be used. The Pensions Ombudsman has jurisdiction to hear complaints if the IDRPs fails to resolve the dispute.

This treatment is in line with the regulations, and is designed to ensure that the treatment on termination reflects the treatment of funding risk in the admission, and to avoid a situation where a Participating Employer can potentially benefit from a surplus without bearing responsibility for a deficit (or vice versa).

(c) Treatment of exit payments and exit credits

Regulation 64 requires the Scheme to make notifications to the following parties prior to payment of any exit credit:

- The Participating Employer
- The guarantor employer and / or outsourcing employer within the Fund (where relevant)

In practice, as referred to above, the Scheme will seek to agree with the relevant parties the treatment of the assets and liabilities (and so any potential exit credit) in advance of the termination assessment taking place.

Once agreed, any exit credits will be paid within six months of the exit date, or such longer may be agreed with the outgoing Participating Employer.

Where there is an exit payment due from or exit credit due to the guarantor/outsourcing employer then the normal Fund policy will be for that employer to subsume the relevant assets and liabilities without an immediate one-off payment being made by or to the Fund. As part of this arrangement, the Fund may adjust that employer's regular contributions in recognition of the exit position. The Fund may also depart from this policy if it feels it to be appropriate (e.g. it may insist on an immediate payment from the guarantor/outsourcing employer).

(d) Notification of Termination

In many cases, termination of the admission is an event that can be foreseen, for example, because the organisation's operations may be planned to be discontinued. In this case admission bodies are requested to open a dialogue with the Fund to commence planning for the termination as early as possible.

Where termination is disclosed in advance the Fund will liaise with the actuary to introduce procedures to reduce the volatility risks to the debt amount in the run up to actual termination of the admission.

Further, the Fund may hold more frequent reviews of employer contribution rates in order to manage the gradual reduction of any pension deficit or surplus. This will enable the Fund to gradually manage the termination process, rather than call for one cessation payment.

(e) Funding basis for termination calculations

The Fund's standard policy is that a termination assessment will be made based on a corporate bond funding basis, (as defined in 7.5.1 (f) below). This is to strike a balance between:

- protecting the other employers in the Fund. At termination, the Admission Body's liabilities may become "orphan liabilities" within the Fund, and there will be no recourse to the Admission Body if a shortfall emerges in the future (after the admission has terminated). A strategy (notionally) backed by corporate bonds provides some protection against this;
- Providing fair value to the outgoing Admission Body, and preventing Admission Bodies being trapped in the Scheme by an unaffordable deficit.

The standard policy will be applied unless either:

- the Admission Body has a guarantor within the Fund, or a successor body exists to take over the Admission Body's liabilities (including those of former employees). In this case the valuation funding basis (as defined in 7.5.1 (e) below) will be used;
- The Fund's view is that the risks to the Fund associated with the termination of a particular Admission Body are such that a more prudent basis should be used to protect the remaining Participating Employers. In this case more prudent assumptions, based on a least risk funding basis (as defined in 7.5.1 (e) below), will be used.

(f) Valuation Funding, Corporate Bond and Least Risk Termination Bases

The valuation funding, corporate bond and least risk financial assumptions that applied at the most recent actuarial valuation date (31 March 2019) are set out below for illustration. However these will be updated for each termination on a case-by-case basis to reflect:

- the prevailing market conditions at the relevant employing body's termination date;
- any changes made to the methodology used to derive these bases (the Fund will decide at what point any such changes take effect). In particular, since the valuation date it has been confirmed that RPI inflation will be reformed with effect from 2030 to align the index with the CPIH inflation measure. This therefore needs to be reflected when deriving an updated market estimate of the CPI inflation. For example, when assessing a termination position from 25 November 2020 the market RPI inflation will be adjusted to determine the CPI inflation assumption by deducting 0.6% per annum as opposed to the 1.0% per annum at the valuation date when assessing an employer's termination position. This adjustment will be kept under review over time.

31 March 2019 assumptions	Valuation funding	Corporate Bond	Least Risk
Discount rate	3.65% p.a.	2.4% p.a.	1.5% p.a.
CPI price inflation	2.4% p.a.	2.4% p.a.	2.4% p.a.
Pension increases/indexation of CARE benefits	2.4% p.a.	2.4% p.a.	2.4% p.a.

All demographic assumptions will be the same as those adopted for the most recent actuarial valuation (the Fund will decide at what point any post-valuation changes to the demographic assumptions take effect), except for the corporate bond and least risk basis in relation to the life expectancy assumption. Given these financial assumptions do not protect against future adverse demographic experience a higher level of prudence will be adopted in the life expectancy assumption. Currently, the assumed rate of long-term longevity improvement will be 2% p.a. rather than the 1.75% p.a. used for funding purposes, but this may be reviewed as necessary based on actuarial advice.

(g) Benefit changes

Periodically changes are made to the Scheme benefits due to changes in Government policy, legislation or legal challenges. In some circumstances these may affect members accrued benefits, which will in turn affect liabilities and so termination positions. The Fund's policy is:

- where such changes are confirmed then they are allowed for as part of the termination assessment in line with the regulations;
- where such changes are proposed but not yet confirmed, the Fund will:
 - take a view as to the likelihood that the changes will be implemented;
 - where the Fund expects the changes to be implemented, include an allowance in the termination position for the estimated impact of the changes, on the basis that if no allowance is included in the termination assessment then the Fund will not be able to recover the additional cost from the outgoing Admission body at a later date, and so this will fall to the other Fund Participating Employers;

In cases where an allowance for potential changes that do not ultimately come into effect, the Fund will refund the value of the adjustment to the former Participating Employer where appropriate (i.e. where the Participating Employer received an exit credit due to a surplus, or paid any deficit in full).

(h) Alternatives to immediate exit payment on termination

The Fund's default policy is that on termination the Fund will assess the position in line with the above, and where an exit payment is due this will be required to be made immediately.

However, at the sole discretion of the Administering Authority, the following options may instead be applied:

- Suspension of the exit payment
- Spreading of the exit payment over an agreed period
- Instigation of a "Deferred Debt Agreement"

If a Participating Employer wants to use one of these options, they must make a request in writing covering the reasons why the option is appropriate, and provide any information subsequently requested by the Fund. Determining whether the options are available may take up to 6 months from receipt of any requested information, so it is important that employers make their request in good time.

Any costs (including necessary actuarial, legal and covenant advice) associated with assessing this will be borne by the Participating Employer.

The following policy and processes will be followed in line with the principles set out in the statutory guidance dated 2 March 2021.

Suspension notice

Under regulations 64, the Fund may issue a "suspension notice" for up to 3 years, where, in the reasonable opinion of the Administering Authority, the Participating Employer is likely to admit at least one active member within the period covered by the suspension notice.

A suspension notice will only be issued where the Participating Employer can demonstrate that it is likely that a new member(s) will be admitted, and that the employer's covenant and funding position is such that the Fund will not be exposed to an unacceptable level of risk. The suspension notice may be withdrawn by the Fund at any time if the Fund believes the conditions on which it was issued are no longer applicable.

Spreading of exit payment

The following process will determine whether an employer is eligible to agree a plan to spread their exit payment over a defined period:

1. The Administering Authority will firstly consider whether this is in the Fund's best interest. This decision will be based on a covenant review of the employer, to determine whether the exit debt is affordable at that time (based on advice from the Actuary, covenant and legal advisor as considered appropriate by the Administering Authority).
2. For this, the Administering Authority will request any information it deems necessary. This may include updated financial information, including management accounts, financial projections, and any other relevant information. If this is not provided then spreading of the exit payment will not be permitted.
3. Depending on the length of the spread period, the size of the deficit, and the employer's covenant, the Fund may request security or other measures to support the payment plan. This may include non-uniform payments e.g. a lump sum up front followed by a series of payments over the agreed period.
4. If the Administering Authority's assessment confirms that the exit payment is not immediately affordable, it will engage in discussions about the potential spreading of the exit payment. As part of this, the following will be considered and agreed:
 - a. The spreading period (this is subject to a 5 year maximum);
 - b. The initial and annual payments due and how these will change over the period;
 - c. The interest rates applicable (all late payments will have interest added), and how the costs associated with implementing the payment plan will be recovered;

- d. The level and form of any security required (e.g. bond, escrow account, etc);
 - e. The Participating Employer's responsibilities over the period (e.g. supply of updated covenant information);
 - f. Under what circumstances the payment plan may be reviewed or immediate payment requested (e.g. where there has been a significant change in covenant or circumstances); and
 - g. The views of the Actuary, covenant, legal and any other specialists necessary.
5. The Administering Authority will then make a final decision on whether spreading is appropriate. Once the Administering Authority has reached its decision, the arrangement will be documented and any supporting agreements will be included.

Deferred debt agreement

Instead of making the exit payment, an employer may request to continue to participate in the Fund with no contributing members and utilise a "Deferred Debt Agreement" (DDA).

The following process will determine whether the Fund and employer will enter into such an arrangement:

1. The Administering Authority will firstly consider whether this is in the Fund's best interest. This decision will be based on a covenant review of the employer, to determine whether the exit debt is affordable at that time (based on advice from the Actuary, covenant and legal advisor where necessary).
2. For this, the Administering Authority will request any information it deems necessary. This may include updated financial information, including management accounts, financial projections, and any other relevant information. If this is not provided then a DDA will not be entered into by the Administering Authority.
3. The Fund may request security to protect the Fund before entering into such an arrangement. This could include a lump sum up front to reduce the size of the termination deficit.
4. If the Administering Authority's assessment confirms that the exit payment is not immediately affordable, it will engage in discussions with the employer about the potential format of a Deferred Debt Agreement using the template Fund agreement that will be based on the principles set out in the Scheme Advisory Board's separate guide (available on the SAB's website at www.lgpsboard.org/index.php/empflexm). As part of this, the following will be considered and agreed:

- a. What security the Participating Employer can offer (generally a DDA will only be allowed where the Fund are confident the employer can support the arrangement on an ongoing basis, but in certain cases security may still be required). Provision of security may also result in a review of the recovery period and other funding arrangements;
 - b. The funding assumptions and investment strategy that would be applied to the employer;
 - c. The initial payment due (if any) and the updated secondary rate of contributions;
 - d. The financial information that will be required on a regular basis for covenant monitoring, and any other monitoring that will be required;
 - e. The responsibilities that would apply to the employer while they remain in the Fund;
 - f. What conditions would trigger changes to the recovery plan and so contributions (e.g. cash payment, provision of security)
 - g. What conditions would trigger changes to the DDA, including a cessation of the arrangement and an exit payment (or credit) becoming payable (e.g. removal of any security, a significant change in covenant, etc); and
 - h. The advice of the Actuary, covenant, legal and any other specialists necessary as determined by the Administering Authority.
5. The Administering Authority will then make a final decision on whether a DDA is appropriate, and confirm the terms that are required.
 6. Where a DDA is implemented, contribution requirements will continue to be reviewed as part of each actuarial valuation or in line with the DDA in the interim if any of the agreed triggers are met.

(i) Fund discretion

Notwithstanding the above, where it is deemed to be appropriate the Director of Finance (Section 151 Officer) may use their discretion to:

- alter the basis and approach to the termination assessment;
- allow the guarantor, successor body or the Fund as a whole to subsume the funding deficit or surplus on closure, in place of a termination payment being required of the/to the Admission Body itself.

7.6.2 Fund Employers

For Fund employers the general overall policy is that the principles and procedures outlined above should apply, whilst recognising that there may be

specific circumstances which dictate that more flexibility may be needed in some cases.

As has been mentioned, the principle that Cumbria wishes to pursue is that of responsibility by each employer under the Fund for the liabilities of its employees or former employees who have liabilities under the Fund.

A termination assessment will always be carried out for "outgoing" Fund employers in accordance with Regulation 64 of the Regulations. The actuarial cost of this will be charged to the outgoing Fund employer, together with any other related costs of the termination.

Cumbria recognises that on admission a guarantee and/or indemnity may not have been provided and therefore different approaches will be needed depending on this issue.

Where contractual comfort has been obtained on entry in to the Fund, Cumbria can adopt a more relaxed approach in that:

- if a previous Fund employer has agreed to subsume any orphan liabilities in relation to the outgoing Fund employer, arrangements can be agreed in relation to the rates and adjustment certificate applicable to the Fund employer and/or any deficit on termination; or
- if a previous Fund employer has agreed to pay any deficit payment on exit, this will be taken into account in determining the terms upon which the deficit is calculated.

Where contractual comfort has not been obtained on entry into the Fund, Cumbria will be required to:

- monitor carefully the financial standing of the Fund employer and seek where considered necessary an alteration to the rates and adjustment certificate to take this assessment into account; and
- seek recovery of any deficit calculated on exit from the Fund, and if unsuccessful apply pressure to former Fund employers.

Admission & Termination Policy

Appendix

Conditions of Participation for Admission Bodies

1. PAYMENTS

- 1.1. The Admission Body shall pay to Cumbria for credit to the Scheme such contributions and payments as are due under the Regulations in respect of those employees who are eligible to participate in the Scheme.
- 1.2. The Admission Body shall pay to Cumbria for credit to the Scheme the employee and employer pension contributions on a monthly basis in arrears. The payment must be paid to Cumbria within 19 calendar days of the end of each month in which the pension contributions have been deducted.
- 1.3. The employer contribution rate required to be paid by the Admission Body will be assessed by an actuary appointed by Cumbria.
- 1.4. The Admission Body shall pay to Cumbria for credit to the Scheme any additional or revised contributions due as result of additional membership or pension being awarded or as a result of outstanding liabilities due should the admission agreement terminate. Payment will be due within 30 calendar days of receipt of a written request from Cumbria.
- 1.5. Any employees' Additional Voluntary Contributions ("**AVC's**") or Shared Cost Additional Voluntary Contributions ("**SCAVC's**") are to be paid direct to such AVC body and/or AVC insurance company selected by Cumbria. Contributions shall be paid within 19 calendar days of the end of each month in which the contributions have been deducted.
- 1.6. Where the Admission Body certifies that:
 - 1.6.1. an eligible employee is retiring by reason of redundancy or in the interests of efficiency; or
 - 1.6.2. an eligible employee is voluntarily retiring with the Admission Body's consent before age 60; or
 - 1.6.3. the deferred benefit of an eligible employee is brought into payment with the Admission Body's consent either (i) on or after age 55 and before age 60 where they were a member of the LGPS on or before 31st March 2008; or (ii) on or after age 55 and before age 65 where they became a member on or after 1st April 2008; and immediate

benefits are payable under the Regulations the Admission Body shall pay to Cumbria for credit to the Scheme the sum notified to them in writing by Cumbria as representing the actuarial strain on the Scheme resulting from the immediate payment of benefits. Such sum to be paid within 30 calendar days of receipt of the written notification.

- 1.7. The Admission Body shall indemnify Cumbria against any financial penalty and associated costs and expenses incurred by Cumbria or by the Scheme arising from any failure by the Admission Body to comply with the terms of the Admission Agreement entered into by it, the Regulations or any overriding legislation. Such payment is to be paid within 30 calendar days of receipt of a written request from Cumbria.
- 1.8. If any sum payable under this Agreement or the Regulations by the Admission Body to Cumbria or to the Scheme has not been paid (in whole or in part) within the payment period specified (or otherwise in accordance with the Regulations) Cumbria may require the Admission Body to pay interest calculated in accordance with Regulations on the amount remaining unpaid.

2. ADMISSION BODY'S UNDERTAKINGS

- 2.1. The Admission Body undertakes:
 - 2.1.1. to provide or procure to be provided such information as is reasonably required by Cumbria relating to the Admission Body's participation in the Fund including (but not limited to) details of the pay and final pay of each eligible employee;
 - 2.1.2. to comply with the reasonable requests of Cumbria to enable it to comply with the requirements of the Occupational Pension Schemes (Disclosure of Information) Regulations 1996 (as amended);
 - 2.1.3. to adopt the practices and procedures relating to the operation of the Fund as set out in the Regulations and in any employer's guide published by Cumbria and provided by Cumbria to the Admission Body;
 - 2.1.4. to formulate and publish within 3 calendar months of commencement a statement concerning the Admission Body's policy on the exercise of its functions or discretions in accordance with the requirements of the Regulations and to keep such policy under review;
 - 2.1.5. to notify Cumbria of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion;

- 2.1.6. to notify promptly Cumbria in writing of any material change in the terms and conditions of employment of any of the eligible employees which affects entitlement to benefits under the LGPS and of any termination of employment;
- 2.1.7. to immediately notify Cumbria and the Fund employer in writing of any matter which may affect or is likely to affect its participation in the LGPS and of any actual or proposed change in its status which may give rise to a termination of the admission agreement or in the case of a transferee admission body which may give rise to a termination of the Contract between the Admission Body and the Fund employer including but not limited to take-over, reconstruction, amalgamation, liquidation, receivership or a change in the nature of its business or constitution;
- 2.1.8. not to do anything which would prejudice the LGPS' status as a registered pension scheme; and
- 2.1.9. to make available for public inspection at Cumbria and the Fund employer's office a copy of the Admission Agreement.

3. ACTUARIAL VALUATIONS

- 3.1. Cumbria may periodically and shall at least on a triennial basis obtain from an actuary a certificate specifying in the case of the Admission Body the percentage or amount by which in the actuary's opinion the employer's contribution rate should be increased or reduced. This is with a view to ensuring that as far as is reasonably possible the value of assets of the Fund in respect of current and former eligible employees is neither materially more nor materially less than the anticipated liabilities of the Fund.
- 3.2. Upon termination of this Agreement Cumbria must obtain:
 - 3.2.1. an actuarial valuation of the liabilities of the Fund in respect of current and former Eligible Employees as at the date of termination; and
 - 3.2.2. a revision of any rates and adjustments certificate within the meaning of the Regulations showing the revised contributions due from the Admission Body.
- 3.3. The costs of obtaining the actuarial valuation and certificates (or revisions to them) as required by Cumbria in respect of current and former eligible employees (other than the triennial valuation) shall be paid by the Admission Body within 30 calendar days of receipt of written notification of such costs from Cumbria.

4. RISK ASSESSMENT

- 4.1. The Admission Body shall carry out to the satisfaction of Cumbria, taking account of actuarial advice, of the level of risk arising on premature termination of the provision of services or assets by reason of insolvency, winding up or liquidation of the Admission Body.
- 4.2. Where the level of risk identified by the assessment is such as to require it, the Admission Body shall enter into an indemnity or bond in an approved form.
- 4.3. Where it is not desirable for the Admission Body to enter into an indemnity or bond, the Admission Agreement shall provide that the Admission Body secures a guarantee in a form satisfactory to Cumbria from:
 - 4.3.1. a person who funds the Admission Body in whole or part;
 - 4.3.2. a person who owns or controls the exercise of the functions of the Admission Body; and
 - 4.3.3. the Secretary of State in the case of an Admission Body which is established under any enactment, and whether that enactment enables the Secretary of State to make financial provision for that Admission Body.

5. TERMINATION

- 5.1 The Agreement shall terminate at the end of the notice period upon Cumbria or the Admission Body giving a minimum of three calendar months' notice in writing to terminate this Agreement to the other party or parties to this Agreement.
- 5.2 The Agreement shall terminate automatically on the earlier of:
 - 5.2.1 the date of the expiry or earlier termination of the Contract (if the admission is of a fixed term); or
 - 5.2.2 the date the Admission Body ceases to be an Admission Body for the purposes of the Regulations; or
- 5.3 The Agreement may be terminated by Cumbria by notice in writing to the Admission Body taking immediate effect in the event of:
 - 5.3.1 the insolvency winding up or liquidation of the Admission Body;
 - 5.3.2 any breach by the Admission Body of any of its obligations under this Agreement provided that Cumbria shall if the breach is capable of remedy first afford to the Admission Body the opportunity of

remedying that breach within such reasonable period as Cumbria may specify;

- 5.3.3 the failure by the Admission Body to pay any sums due to Cumbria or to the Fund within the periods specified in this Agreement or in the Regulations or in any other case within 30 calendar days of receipt of a written notice from Cumbria requiring the Admission Body to do so; or
- 5.3.4 the failure by the Admission Body to renew or adjust the level of any bond/indemnity which is required to be in place.

6 FUNDING STRATEGY STATEMENT (FSS)

Appendix D: CONTRIBUTION REVIEW POLICY

This document details the Scheme's policy on the review of employer contributions between formal actuarial valuations.

The Contributions Review Policy was approved by the Cumbria Pensions Committee held on **INSERT DATE** and has been updated to reflect the Local Government Pension Scheme Regulations 2013. This policy forms part of the Funding Strategy Statement of the Scheme.

Where this document refers to Cumbria County Council ("**Cumbria**"), then this shall mean Cumbria in carrying out its function as the Administering Authority of the Scheme.

1. BACKGROUND

1.1. The Fund reviews the contribution requirements for all employers as part of each triennial actuarial valuation. However, Regulation 64A also allows for employer contributions to be assessed between valuations as follows:

1. The Administering Authority may review the contributions of an employer where there has been a significant change to the liabilities of an employer.
2. The Administering Authority may review the contributions of an employer where there has been a significant change in the employer's covenant.

1.2. An employer may request a review of contributions from the Administering Authority if they feel that either point 1 or point 2 applies to them.

2. POLICY STATEMENT

2.1.1. The circumstances under which the Administering Authority will consider reviewing an employer's contributions are as follows:

- There has been a significant change to the employer's membership which will have a material impact on their liabilities.
- There has been a significant change in the employer's covenant

2.1.2. The Administering Authority will not conduct a review where the funding position for an employer significantly changes solely due to a change in assets/actuarial assumptions (this is not permitted under the regulations). However, changes in the assets would be taken into

account if an employer cannot support its obligations to the Fund after a significant covenant change (as per 2 above).

- 2.1.3. The Administering Authority will consult with the employer prior to undertaking a review of their contributions including setting out the reason for triggering the review.
- 2.1.4. Where a review takes place, the result may be no change and so a continuation of the contributions already certified.
- 2.1.5. A rate review would generally only be undertaken within 6 months leading up to the next actuarial valuation Rates and Adjustments Certificate in exceptional circumstances. An example of this would be where there has been a material change in covenant and membership, meaning a material change in risk to the Fund. A material change in membership alone would not result in a review in this period.
- 2.1.6. The employer would be required to pay the costs related to any potential review conducted at their request (including where the Administering Authority ultimately decides a review is not appropriate). A maximum of 2 requests between actuarial valuation dates is permitted (except in exceptional circumstances and at the sole discretion of the Administering Authority). Where circumstances warrant, the Fund may also seek to recover costs in cases where the review is instigated by the Fund.

2.2. Scenarios where contributions may be reviewed

- 2.2.1. Contributions may be reviewed if the Administering Authority becomes aware of any of the following scenarios. Employers will be notified if this is the case. Employers may also request a review if they believe either of these scenarios apply.
- 2.2.2. The Administering Authority will also consider the impact potential on other employers and the Fund as a whole when deciding whether to proceed.

2.2.3. Significant changes in the employer's membership

This includes but is not limited to the following scenarios:

- a) Significant changes to the employer's membership which will have a material impact on their liabilities, such as:
 - i. Employer restructuring
 - ii. A significant transfer of staff to / from the employer from another Fund employer
 - iii. A bulk transfer to / from the employer from another

Fund

- iv. Other significant changes, e.g. due to redundancies, significant pay rises, ill health retirements or withdrawals
- b) Two or more employers merging including insourcing and transferring of services
- c) An employer splitting into two or more separate employers

When assessing triggers under a) above, the Administering Authority will only consider a review if the change in liabilities is expected to be more than 5% of the total.

If the review proceeds, it will only take into account the impact of the change in liabilities (including if relevant any underfunding in relation to pension strain costs), and the resulting impact on the Primary and Secondary rate of contributions. Changes in asset values will not be considered (assuming the covenant is not deemed to be affected).

2.2.4. Significant changes in the employer's covenant

This includes but is not limited to the following scenarios:

- d) Provision of, or any change to, any security, bond, guarantee or other form of indemnity by an employer to the Fund. Specifically, this includes provision of security to any other pension arrangement which reduces in any way the security provided to the Fund
- e) Material change in an employer's immediate financial strength or longer-term financial outlook (evidence should be available to justify this) including where an employer may cease to operate or become insolvent
- f) Any behavior that suggests a change in an employer's their ability and/or willingness to pay contributions to the Fund

Where there has been a significant change to the covenant, any review would include consideration of the updated funding position (both on an ongoing and termination basis) when considering if the employer can meet its obligations to the Fund.

2.2.5. The Administering Authority may periodically undertake covenant monitoring exercises, either at Fund level or targeted at particular (groups of) employers. These exercises may identify the changes noted above. However, employers are expected to notify the Fund of any such changes, and in some circumstances (e.g. where a Deferred Debt

Agreement is in place) employers will be required to do this via a separate agreement.

2.2.6. Additional information may be sought from the employer in order to determine whether a contribution review is necessary. This may include updated membership details, annual accounts, budgets, forecasts and any specific details of restructure plans. As part of this, the Administering Authority will take advice from the Fund Actuary, covenant, legal and any other specialist adviser.

2.3. Process and potential outcome of a contribution review

2.3.1. Where one of the above scenarios occurs, the Administering Authority will review and discuss with the employer the details of the event. However, the decision as to whether to proceed with a contribution review rests solely with the Administering Authority (taking advice from their Actuary, legal or covenant advisors if necessary). This specifically includes employer notified events.

2.3.2. For any potential review, the employer will be required provide any required supporting information (and to outline the rationale and case for the review where they have requested it). Where suitable information is not provided, the Administering Authority may decide not to proceed, or proceed on the basis of prudent assumptions in order to protect the Fund from potential risk.

2.3.3. The Administering Authority will consider whether it is appropriate to use updated membership data within the review (e.g. where the change in data is expected to have a material effect on the outcome).

2.3.4. As part of the review it is possible that other parts of the funding strategy will also be reviewed in addition to the contributions. Potential outcomes of the review include:

- A change in primary and/or secondary contributions. Note that the result of the review may also be no change in contributions;
- Implementing security to improve the covenant to the Fund;
- A change in the investment strategy;
- A change in funding strategy;
- A change in the length of the recovery period.

2.3.5. The review of contributions may take up to 3 months from the date of confirmation to the employer that the review is taking place, in order to collate the necessary data.

2.3.6. Any change to an employer's contributions will be implemented at a date agreed between the employer and the Fund. The Schedule to the Rates

and Adjustment Certificate at the last valuation will be updated for any contribution changes.

2.3.7. As part of the process the Administering Authority will consider whether it is appropriate to consult any other Fund employers prior to implementing the revised contributions. Circumstances where the Administering Authority may consider it appropriate to do so include where there is another employer acting as guarantor in the Fund, then the guarantor would be consulted on as part of the contribution review process.

2.3.8. The Administering Authority will agree a proportionate process for periodical ongoing monitoring and review following the implementation of the revised contribution plan. The Employer will be required to provide information to the Fund to support this, which will depend in part of the reasons for triggering the contribution review.