

Clerk's Report – Bridge Farm Footpath Safety Improvements

Background

The Parish Council has been awarded a **£5,000 grant** under the **Parish Partnership Scheme** to support improvements to the footpath on the north side of Bridge Road (commonly referred to as the Bridge Farm footpath). This follows the Council's formal resolution on **2 October 2024 (Item 8.3.4)** to pursue the project, and its approval on **27 November 2024 (Item 8.2)** to submit a grant application. On **3 April 2025**, the Council resolved to accept two grants totalling £5,000, covering the full anticipated project cost.

The grant application was **submitted in early December 2024** and **confirmed as successful in March 2025**.

On **8 April 2025**, the Clerk met on site with Highways Engineer **Christopher Purvis**, **Cllr Chris Buxton**, **Cllr Glenn McCarthy**, and a **preferred Highways contractor**. This was to assess the viability of using a Highways-approved delivery route.

Delivery Options Considered

Option A – Delivery via NCC's Preferred Contractor (Highways-managed model):

- Contractor quote: **£6,500**, exceeding available grant by **£1,500**.
- Would include all traffic management and project handling via Highways.
- **Benefits:**
 - No need for the Parish Council to manage traffic or risk.
 - Reduced administrative and legal burden.
- **Drawbacks:**
 - Significant overspend (£1,500 over grant).
 - Funding shortfall would have to be met by the Parish Council.
 - Inflexibility in contractor and scope.

Option B – Use of Independent Contractor (Parish-managed model):

- Local contractor quotes obtained previously ranged between **£2,335 and £4,250 plus VAT, excluding traffic management**.
- Estimated total cost including traffic management is within or near the **£5,000 grant**.
- Traffic management arrangements **can be handled directly between the chosen contractor and Highways**, with **little to no direct involvement from the Parish Council**.
- The Parish Council will be required to **pay upfront for all costs** and then **submit paperwork to reclaim the grant**. Highways Engineer Christopher Purvis has confirmed

he **can authorise reimbursement directly and quickly** once works are completed and documents submitted.

- **Benefits:**
 - Likely to deliver the project within the budget.
 - Parish retains control over timing and scope.
- **Drawbacks:**
 - Council must handle basic project management and paperwork.

Clerk's Recommendation

To avoid additional financial burden on the Parish Council and to maximise the value of the grant:

- Proceed with **Option B** – use a **local contractor**.
- The project can be delivered within the grant allocation if quotes are confirmed and traffic management is competitively sourced.
- Council retains control over timing and oversight but avoids overspend.

Proposed Governance – Working Party

As this is a public-facing project involving contractor supervision, grant compliance, and site-based decision-making, it is essential that a **Working Party** (or **Steering Group**) be established.

- **Membership:** Minimum of **two councillors and the Clerk**.
Optionally, **all councillors may join**, which allows more flexibility without requiring a formal council meeting to make decisions.
- **Purpose:**
 - To liaise with contractors and Highways.
 - To oversee scheduling, delivery, and site issues.
 - To ensure compliance with the grant and safety requirements.
 - To approve small decisions **without needing to call a full council meeting**.
- **Delegation:**
 - Council may delegate authority to the group to manage the project and make day-to-day decisions, provided the project remains **within the approved budget and scope**.
- **Rationale:**
 - Complies with **Local Government Act 1972 s.101** (no delegation to a single councillor).
 - Ensures practical delivery while maintaining democratic oversight.

Draft Working Party – Suggested Terms of Reference

- Minimum membership: **Two (or three) parish councillors and the Clerk.**
- Quorum: Two (or three) councillors must be present for decisions to be made.
- Scope: To oversee and manage delivery of the Bridge Farm Footpath Safety Improvements Project, as funded by the Parish Partnership Scheme grant.
- Authority:
 - To liaise with Norfolk County Council and contractors.
 - To confirm final contractor selection and schedule within budget.
 - To authorise minor variations to scope if necessary for delivery.
 - To oversee site visits, quality assurance, and photographic records.
 - To ensure collection of documentation required for the clerk to reclaim grant funds.
- Limitations:
 - Must remain within the £5,000 budget and project boundaries set out in the original grant application.
 - Must report progress and any major changes to Full Council.
- Duration: Until the project is completed and grant funding is successfully reclaimed.

Clerk's Report – Adoption of Little Ryburgh Telephone Kiosk (May 2025)

Background

At a previous Parish Council meeting (15 January 2025, under item 9.2 – BT Consultation) it was resolved that Ryburgh Parish Council would adopt the BT telephone kiosk located on The Street in Little Ryburgh (01328 829205), following BT's notification of its proposed removal.

Current Position

1. Communication with BT and NNDC

- Since then I have regularly corresponded with both **BT's Payphone Authorisation Team** and **North Norfolk District Council (NNDC)**, and due to conflicting information about the correct adoption process this has been frustrating.
- Initially, BT indicated that the adoption must be initiated by NNDC, whilst NNDC advised that the Parish Council had to adopt the kiosk directly with BT.
- After clarification from BT on 4 April 2025, it was confirmed that **the kiosk can be adopted by the Parish Council directly**, and that the **removal will not go ahead if adoption paperwork is completed**.
- I have formally requested that BT issue the necessary **adoption paperwork**. I am currently awaiting their response and this documentation. I have also chased them to remind them that it has not yet been done.

2. Adoption Scheme Terms

- According to BT's national **"Adopt a Kiosk" scheme**, adoption of eligible kiosks costs **£1** and is subject to standard terms.
- The kiosk becomes the **responsibility of the adopting body** (Ryburgh Parish Council) but **cannot be moved** from its existing location.
- BT retains no responsibility for maintenance after adoption.
- Further information and terms are available at: <https://www.bt.com/adopt>

Outstanding Issues and Recommendations

- **Paperwork:** Awaiting formal documentation from BT to complete the adoption process.
- **Terms and Conditions:** Council will need to accept BT's standard conditions, including:
 - No relocation of the kiosk.
 - Responsibility for future upkeep and safety.

- **Future Use:** The Council may wish to consider how the kiosk will be used (e.g. defibrillator site, community book swap, mobile phone charging, something else), and whether any insurance or maintenance arrangements are needed.

Next Steps

- Chase BT if paperwork is not received by mid-June.
- Agree any future use and maintenance plan once adoption is confirmed.

Clerk's Report – Insurance Renewal (June 2025)

1. Overview

The Parish Council's insurance policy with Clear Councils Insurance is due for renewal on **1st June 2025**. Renewal terms have been provided following a change in insurer from **Aviva Insurance Ltd** to **Ecclesiastical Insurance Office plc**.

The new insurer offers a **three-year Fixed Rate Agreement**, which locks in current rates (excluding index-linking and legal expenses premiums) for the next two renewal periods (2026 and 2027), subject to no claims or significant changes to the policy. This agreement includes a discount applied to this year's premium.

2. Cost Comparison

- **Previous Premium (2024):** £348.33
- **Initial Quoted Premium (2025):** £470.24 (**35% increase**)
- **Negotiated Discounted Premium (2025):** £423.10 (**21.5% increase**)

This discount was achieved after direct negotiation and reflects the Clerk's efforts to reduce the financial burden.

Clerks across Norfolk have reported similar significant increases in premiums. While switching insurers can sometimes result in savings (as seen at another council which achieved a reduction from £3,700 to £1,500) our modest coverage needs and existing loyalty discounts suggest limited scope for saving further without reducing cover.

3. Cover Summary and Key Points

The cover includes the following as standard:

- **Public & Products Liability:** £10,000,000
- **Employers' Liability:** £10,000,000
- **Officials' Indemnity:** £1,000,000
- **Libel & Slander:** £250,000
- **Legal Expenses:** £500,000
- **Hirers' Liability:** Included
- **Cyber Exclusion:** Not covered

This is appropriate and required for a Council.

Important Clarifications:

- **Youth Club:** Covered if under council control and proper safeguarding in place.
- **VE Day / VJ Day / War Memorial Events:** Covered under public liability provided that risk assessments are completed, appropriate permissions (e.g. road closure or marshals) are in place, and the events are not for-profit. Events near roads are not excluded but good practice in managing risk is required.
- **No cover required for parks, village halls, or allotments,** as Ryburgh PC does not operate these.

The “**Special Events & Activities**” guidelines confirm cover includes most common parish events. Fireworks, inflatables, or bouncy castles are excluded unless pre-approved.

4. Forward View – Inflation and Future Costs

Although the Fixed Rate Agreement locks in premium rates, **index-linking** will still apply. If inflation remains at around **4%**, annual increases in premium may be expected each year based on insured values. This would likely add £15–20 per year on a policy of this size.

5. Recommendation

1. **Renew the policy at the discounted rate** of **£423.10**, which reflects a 21.5% increase following negotiation.
2. **Enter into the three-year Fixed Rate Agreement** with Ecclesiastical to benefit from pricing stability through to 2027, subject to indexation and no claims.
3. **Confirm insurance is in place prior to the June renewal date.**
4. **Note the Clerk’s assessment** that switching provider would unlikely yield a better value-for-money alternative, given the tailored cover for councils and the reasonable premium post-discount.
5. **Recognise that any potential saving** from switching insurers would likely be **offset by additional Clerk time and administration**, resulting in **no net gain** overall.
6. **Maintain annual review** and challenge any large increases in future.

Clerk's Report – TT Jones Electrical Ltd – Street Lighting Maintenance

1. Background

Ryburgh Parish Council holds a street lighting maintenance contract with **TT Jones Electrical Ltd**. The contract covers **39 street lighting assets**, all of which are fitted with LED lanterns installed between **May 2015 and December 2016**. These units have a **10-year manufacturer warranty** which is starting to expire on all units between now and late 2026.

The contract was due for renewal from **1 April 2025**. A new three-year agreement has now been received and reviewed.

2. Contract Summary (2025–2028)

Item	Details
Contract Period	1 April 2025 – 31 March 2028
Annual Cost	£220.00 + VAT
Quarterly Payment	£55.00 + VAT
Service Included	- Annual cleaning and inspection of all 39 assets - Fault attendance within 5 working days - Written defect reports
Inspections	Between April & September each year
Price Uplift	Increases annually based on March RPI
DNO Fault Reporting (Optional)	£28.00 per instance (if TT Jones reports to UKPN on behalf of the Council)
Call-Out Charges (Outside Contract)	- £120 + VAT (within office hours) - £240 + VAT (out of hours) - Hourly rate: £55 + VAT for platform/labour

Items Not Covered: vandalism, age-related deterioration, obsolescence, lantern or column replacement, bracket failure, and similar exclusions.

3. Current Account Status

- **March 2025 maintenance invoice:** £17.99 + VAT (monthly pro-rata).
- **Quarterly invoice (Mar/Apr/May):** £53.99 + VAT (if renewal confirmed).
- **Next invoice due (Jun/Jul/Aug):** £55.00 + VAT, expected end of May.

TT Jones has confirmed they will also honour the old rate of £53.99 for the first quarter if renewal is agreed.

4. Councillor Queries – Explanation of Charges

Councillors asked for clarification on what we are paying for and how faults are handled:

- The quarterly fee covers:

- **Routine inspection and cleaning** (carried out once between April and September).
- **Fault response** within 5 working days.
- **Defect reports** following inspections (council must approve any repair costs – i.e. repairs are NOT included in costs).
- **Reactive repairs** (e.g. storm damage, bracket failure) are **not covered** in the basic contract and are quoted separately.
A recent example includes the **storm-damaged lantern**, which is currently on hold while TT Jones seeks a **manufacturer warranty replacement**.
- Faults are **not always identified during inspections**, especially if failures occur between visits. TT Jones relies on the Clerk or authorised contacts to **report issues by email** to trigger attendance.

Clarification: Inspections cover **cleaning, visual checks, and physical condition assessments** of each column and lantern (e.g. rust, bracket stability, damaged casing, lamp discolouration, missing doors). However, **lighting units are not typically tested during daylight hours** when inspections occur, and **intermittent electrical faults or failed lamps** may not be obvious unless the light is known to be faulty. Therefore, the Council is still expected to report **non-functioning lights** as they arise between inspections. **Therefore, the Council is still expected to report non-functioning lights as they arise between inspections.**

Note on DNO Faults: Some lighting faults are caused by issues with the electricity supply rather than the column or lantern itself. These are the responsibility of the **Distribution Network Operator (DNO)** — in our case, **UK Power Networks**.

If required, TT Jones can report these faults on the Council's behalf for **£28 + VAT per instance**. Alternatively, the Clerk can report them directly to UKPN free of charge via their online system. This charge only applies when TT Jones is instructed to escalate the fault to the DNO.

5. Legal Responsibilities, Duty of Care, and Risk Management

Parish councils that own or maintain street lighting have both a **statutory duty of care** and a **common law responsibility** to manage the assets safely.

- **Health and Safety:** The council must take **reasonable steps** to ensure its street lighting is **safe, structurally sound, and not likely to cause injury** to the public.
 - **Structural defects** (e.g. rusted brackets, corroded columns) may pose a risk of **collapse or falling objects**, which could injure pedestrians, vehicles, or property.
 - **Electrical faults** (e.g. exposed wiring, short circuits) carry a risk of **electric shock**, especially in wet conditions or where vandalism is involved.
- **Inspection and Repair Obligations:**
 - The annual inspection by TT Jones is part of fulfilling this duty.
 - However, this inspection **must be supported by prompt action** when a fault or defect is reported.
 - The Council has a **legal duty to act without delay** to repair or isolate any damaged, unstable, or hazardous unit once it becomes aware of the issue.

- **Insurance Compliance:**

- Continued cover under the Council's public liability insurance requires that lighting assets are properly maintained and that **defects are not knowingly ignored**.
- Failure to act on known faults could lead to **liability for injury or damage** and **invalidate claims** if negligence is proven.

Summary: To remain legally compliant, the Council **must**:

- Ensure annual inspections are completed.
- **Keep a record** of all reported faults and actions taken.
- Authorise **repairs promptly** when defects are identified or brought to attention.
- Document contractor communications and follow-up actions.

6. Lantern Warranty Period and Risk of Future Costs

All of the parish's LED streetlights were installed between **May 2015 and December 2016**, and are covered by a **10-year manufacturer's warranty**. This means that the warranty period is now **starting to expire**, and will be fully expired by the end of **2026**.

Councillors have rightly raised concerns that this may lead to:

- An **increased number of faults** in the next 1–2 years as units age.
- **Rising maintenance or replacement costs**, particularly if components begin to fail after the warranty expires.
- A **spike in reactive repair charges** that would no longer be recoverable under warranty.

The Council should begin to **monitor the failure rate** of lanterns and consider whether a **rolling replacement plan** or future **budget allocation** may be required after 2026 to manage ageing infrastructure.

In addition, it is recommended that the Council **begin to gather indicative costs for unit replacements**, so that it can make **informed and proactive decisions** in advance of any major failures or a potential cascade of multiple lantern faults.

The Clerk will request a list from TT Jones confirming installation dates and identifying any units already out of warranty.

7. Recommendation

1. **Renew the contract** for the period **1 April 2025 to 31 March 2028** at the rate of **£220.00 + VAT per year**.
2. **Ensure the Clerk and any councillors reporting faults** continue to follow the correct procedure to report by email to: **info@ttjones-electrical.co.uk**, with clear reference to the asset number and fault type.
3. Maintain a **log of reported faults and inspection reports** to support future review of contractor performance.
4. Possibly assign a councillor to inspect all light failures to confirm member of the public reports before contacting TT Jones, and to make sure information is correct.