

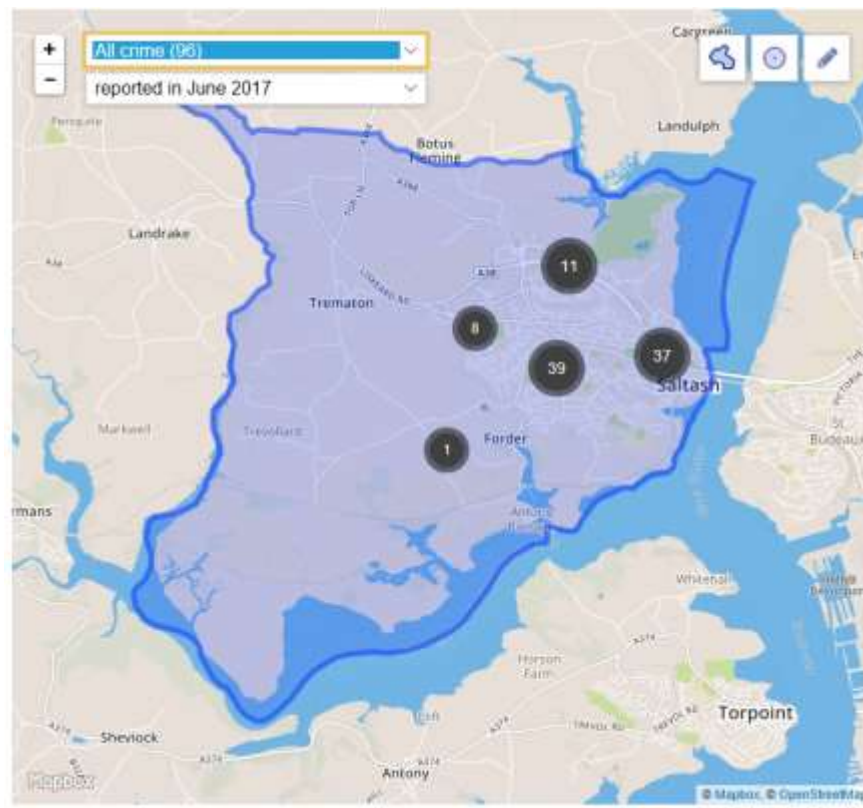
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Agenda No. 6

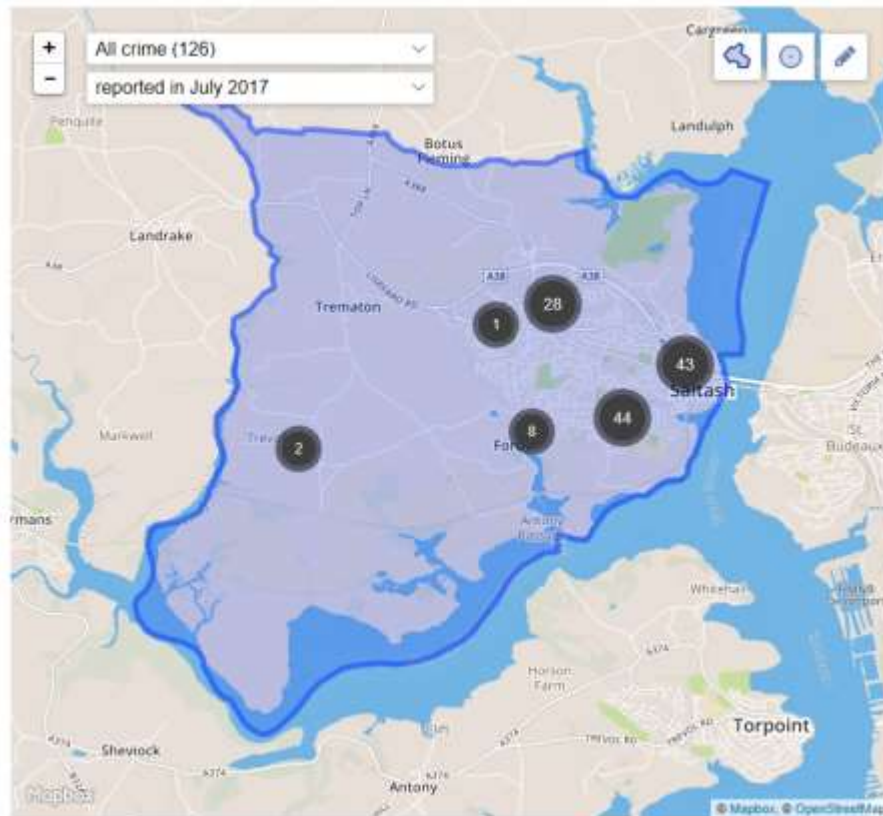
MAYOR'S REPORT TO STC THURSDAY 5TH OCTOBER 2017

Since the last meeting the Mayor has attended:

Saturday 9 th September	25 years of the Saltash Town Youth Council
Sunday 10 th September	Torpoint Town Council Civic Service
Sunday 17 th September	Battle of Britain Service at the Minster Church of St. Andrew, Plymouth
Tuesday 19 th September	LiveWire AGM
Friday 22 nd September	Presentation of certificates at Motiv-8 at Saltash Social Club
Saturday 23 rd September	Hand-over of the Provincial Grand Lodge of Cornwall Tercentenary banner followed by Jubilee Green followed by refreshments at St. Mellion
Sunday 24 th September	Saltash Maritime Cadets Ceremonial Flag Blessing at St. Nicholas & St. Faith Church followed by refreshments in the Guildhall
Wednesday 27 th September	Saltash & District Age Concern Social Club Fun Harvest Festival Auction at Burraton Community Centre
Friday 29 th September	Macmillan Coffee Morning at Saltash Abbeyfield
Saturday 30 th September	Saltash Heritage Museum & Local History Centre "Raising the Standard"
Saturday 30 th September	"Last Night of the Proms" Concert at Saltash Wesley Church
Wednesday 4 th October	Talking to students at saltash.net

Agenda No. 7**All crime (96)****Crime types**

- Anti-social behaviour (30)
- Bicycle theft (0)
- Burglary (3)
- Criminal damage and arson (8)
- Drugs (1)
- Other crime (6)
- Other theft (9)
- Possession of weapons (1)
- Public order (2)
- Robbery (0)
- Shoplifting (10)
- Theft from the person (1)
- Vehicle crime (4)
- Violence and sexual offences (21)

**All crime (126)****Crime types**

- Anti-social behaviour (39)
- Bicycle theft (1)
- Burglary (4)
- Criminal damage and arson (6)
- Drugs (3)
- Other crime (1)
- Other theft (11)
- Possession of weapons (2)
- Public order (4)
- Robbery (0)
- Shoplifting (8)
- Theft from the person (0)
- Vehicle crime (5)
- Violence and sexual offences (42)

Agenda No. 14a**Lidl**

Project	Amount of approved project	Amount spent by STC	Remaining s106 balance after spend		Underspend	Not yet spent
Redevelopment 4 Fore St	£13,739.00	£13,739.50	£186,260.50			
Spring hanging baskets 2015	£3,261.00	£3,290.10	£182,970.40			
Blue plaques	£2,584.00	£2,583.56	£180,386.84		0.04	
The Hub - Belle Vue	£18,500.00	£18,500.00	£161,886.84			
Spring hanging baskets 2016	£3,569.00	£3,283.90	£158,602.94		£285.10	
Summer hanging baskets 2016	£3,338.00	£3,594.00	£155,008.94		-£256.00	
Pop up shops	£7,975.00	£1,000.00	£154,008.94		£6,975.00	
Derriford Bus service	£10,000.00	£10,000.00	£144,008.94			
Town and Waterfront warden	£41,000.00	£40,998.95	£103,009.99		£1.05	
Hanging baskets 2017	£7,449.00	£4,678.00	£98,331.99		£2,771.00	
Station building refurb	£70,500.00	£0.00	£98,331.99			£70,500.00
Christmas festival	£7,130.00	£0.00	£98,331.99			£7,130.00
Additional pontoon refurb	£4,000.00	£4,000.00	£94,331.99			
War memorial	£15,056.00	£0.00	£94,331.99			£15,056
Total	£208,101.00	£105,668.01				

Totals	£9,776.19	£92,686.00
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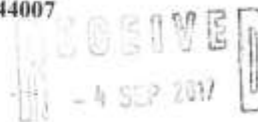
Amount remaining in s106 pot	-£8,101.00	
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Total of underspend and not yet	£102,462.19
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underspend and not yet spent	£208,130.20
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Agenda No. 15**NICHOLLS & SAINSBURY**
- Solicitors -

131 - 135 Fore Street Saltash Cornwall PL12 6AB
Tel. + 44 (0) 1752 846116 Fax. + 44 (0) 1752 844007
DX 82350 Saltash
Email: n_and_s_uk@yahoo.co.uk



R. Lane, Esq.,
Town Clerk,
Saltash Town Council,
The Guildhall,
Lower Fore Street,
Saltash, PL12 6JX.

Your Ref: _____

Our Ref: CEN.CT.SALTASH

Date: 1st September 2017

Dear Ray,

Re: Alexandra Square Public Conveniences

I have now received and reviewed a draft Tenancy at Will from Cornwall Council which I can recommend to the Council for approval. I enclose a copy for your information and can confirm that it is in similar terms to the present Tenancy at Will for Belle Vue and Longstone Park.

This will secure an interim position for the Town Council's control of Public Conveniences until a formal Lease is granted.

I would expect the formal Lease to be in the same format as the Leases already before the Council in relation to Longstone Park and Belle Vue.

If the Council are content to proceed following their next meeting, please let me know.

Yours sincerely,

C E NICHOLLS

PARTNERS: CHRISTOPHER E. NICHOLLS, JANET L. SAINSBURY, B.A. (HONS) ¹
Authorised and Regulated by the Solicitors Regulation Authority - SRA No. 68465

¹ Resolution Accredited Specialist



Dated:

2017

TENANCY AT WILL

Relating to public conveniences at
Alexandra Square, Saltash Cornwall

Between

THE CORNWALL COUNCIL

and

SALTASH TOWN COUNCIL

THIS AGREEMENT is dated

2017

PARTIES

- (1) **THE CORNWALL COUNCIL** of County Hall, Truro TR1 3AY (**Landlord**).
- (2) **SALTASH TOWN COUNCIL** of The Guildhall, 12 Lower Fore Street, Saltash PL12 6JX (**Tenant**);

AGREED TERMS

1. INTERPRETATION

The following definitions apply to this agreement:

Permitted Use: as a public convenience.

Property: the public conveniences at Alexandra Square, Saltash Cornwall and shown for identification only edged red on the plan attached to this agreement.

Rent: the rent of one peppercorn per annum (if demanded).

2. GRANT OF TENANCY AT WILL

- 2.1 The Landlord lets and the Tenant takes the Property on a tenancy at will beginning on and including 1 September 2017.
- 2.2 The Landlord and the Tenant acknowledge that this agreement creates a tenancy at will terminable at any time by either of them, notwithstanding that the Rent is calculated and payable by reference to a period and that the Landlord intends to demand the Rent, and that the Tenant has agreed to pay the Rent, by reference to that period.

3. TENANT'S OBLIGATIONS

- 3.1 The Tenant shall not:
 - (a) use the Property otherwise than for the Permitted Use;
 - (b) use the Property for any purpose or in a manner that could lead to people being drawn into terrorism (as defined in section 35 of the Counter Terrorism and Security Act 2015);
 - (c) assign, underlet, charge, part with or share possession of, or otherwise dispose of the Property or any part of it or any interest in it;
 - (d) share occupation of the Property or any part of it other than to permit the public to use the Property for the Permitted Use;
 - (e) make any alteration or addition whatsoever to the Property;
 - (f) stop up, darken or obstruct any window or light at the Property
- 3.2 The Tenant shall pay the Rent annually in advance the first of such payments to be made on the date of this agreement and subsequent payments to be made on the anniversary of that date
- 3.3 The Tenant shall:
 - (a) keep the Property clean and tidy and in good repair and condition;

- (b) clean the Property regularly and maintain free from rubbish;
 - (c) keep the Property free from weeds (including invasive species)
- 3.4 The Tenant shall not display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior written consent of the Landlord, other than any signs in keeping with the use of the Property for the Permitted Use;
- 3.5 The Tenant shall act at all times in a reasonable and responsible manner and in accordance with any regulations that may be made by the Landlord from time to time.
- 3.6 The Tenant shall not do or permit to be done anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Landlord or to any owners or occupiers of neighbouring property.
- 3.7 The Tenant shall be responsible for all charges in connection with the supply to or removal from the Property of electricity, telecommunications, gas, water, sewage, and other utilities and shall indemnify the Landlord in respect of such charges. Where no separate charge is made by the supplier of a utility in respect of the Property, the Tenant shall be responsible for and shall indemnify the Landlord in respect of a proper proportion of the relevant charge, such proportion to be determined conclusively by the Landlord.
- 3.8 The Tenant shall be responsible for non-domestic rates and water rates charged on the Property.
- 3.9 The Tenant shall pass on any notices or other correspondence received at the Property and addressed to the Landlord or relevant to the Landlord's interest in the Property.
- 3.10 The Tenant shall allow the Landlord (and all others authorised by the Landlord) to enter the Property at any reasonable time for the purpose of ascertaining whether the terms of this agreement are being complied with and for any other purposes connected with the Landlord's interest in the Property.
- 3.11 When the Tenant vacates the Property at the termination of the tenancy created by this agreement, it shall remove all furniture (and other items belonging to it) and shall clear all rubbish from the Property.
- 4. LANDLORD'S OBLIGATIONS**
- 4.1 The Landlord shall use its reasonable endeavours to ensure that there is a supply of electricity, heating and water to the Property, at such times of the day as the Landlord considers appropriate.
- 5. NO WARRANTIES FOR USE OR CONDITION**
- 5.1 The Landlord gives no warranty that the Property possesses the necessary planning permission or any other consent, licence, permission or approval of a public or private nature required for the Permitted Use.
- 5.2 The Landlord gives no warranty that the Property is physically fit for the purposes specified in clause 3.
- 6. NOTICES**
- 6.1 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to

each party required to receive the notice or communication as set out below:

(a) to the Landlord at: New County Hall, Treyew Road, Truro TR1 3AY and marked for the attention of The Head of Legal Services.

(b) to the Tenant at: The Guildhall, 12 Lower Fore Street, Saltash PL12 6JX and marked for the attention of The Town Clerk.

or as otherwise specified by the relevant party by notice in writing to each other party.

6.2 Any notice or other communication shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this clause; or

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

6.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by facsimile or e-mail.

7. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors or other professional costs and expenses), claims, damage and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with the use and occupation of the Property, or from any breach of any tenant covenants in this agreement, or any act or omission of the Tenant or their workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

8. MISCELLANEOUS

8.1 The Landlord enters into this agreement solely in its capacity as a landowner in respect of the property and not in any other capacity. Nothing in this agreement shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions

8.2 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

8.3 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

8.4 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of the Landlord

.....

Name of authorised signatory

.....

Signed on behalf of the Tenant

.....

Name of authorised signatory

.....

Agenda No. 16

Saltash Town Council
The Guildhall
Lower Fore Street
SALTASH
PL12 6JX

Your ref:**My ref:** PMJ/13283**Date:** 12th September 2017

For the attention of Ray Lane - Town Clerk

SUBJECT TO CONTRACT

Dear Ray

Garage and Store at Longstone Park, Saltash

I refer to Saltash Town Council's request to use the above premises at Longstone Park.

I have reviewed the request and attach proposed heads of terms. The heads of terms are based on our standard letting arrangements for commercial properties, so there may be some places where this will need to be tweaked.

Our standard lease is for a term of six years. I am happy to offer a longer term than this, but I wanted to send this to you for you to consider in the first instance.

I have assumed that the cost of the works you are planning will be in the region of £9,000 and I have allowed a sufficient rent free period to cover this. I am happy to adjust my proposal if the costs will be greater.

If you require any additional information or wish to discuss the matter further, then please do not hesitate to contact me.

Yours sincerely

Philip Jones
~~Valuer~~
Property Services



Cornwall Council, Room 4 Caradon Enterprise
Centre, 1 Holman Road, Liskeard Business
Park, LISKEARD Cornwall PL14 3UT

Tel: 0300 1234 100 www.cornwall.gov.uk



CORNWALL COUNCIL STANDARD HEADS OF TERMS

SUBJECT TO CONTRACT

12th September 2017

Our Ref: 13283/PMJ

PROPERTY:	<p>Garage and Store Longstone Park Glebe Avenue SALTASH PL12 6DN</p> <p>The said property consists of one industrial style single-storey garage and a two-storey store / office space accessed from the car park at the entrance to Longstone Park – please see attached Plan.</p>
INTENTION:	<p>New Lease</p> <p>New lease to be drafted by Cornwall Council Legal Services.</p>
LANDLORD:	<p>Cornwall Council New County Hall Treyew Road Truro TR1 3AY</p>
LANDLORD'S SOLICITOR:	<p>Legal Services Cornwall Council New County Hall Treyew Road Truro TR1 3AY</p> <p>FAO: Claire Ottery</p> <p>Tel: 01872 322 317 Email: cottery@cornwall.gov.uk</p>
LANDLORD'S SURVEYOR:	<p>Cornwall Council Estates Delivery Room 4 Liskeard Enterprise Centre 1 Holman Road LISKEARD PL14 3UT</p> <p>FAO: Philip Jones</p>



	<p>Tel: 01579 324106 Email: philip.jones@cornwall.gov.uk</p>
TENANT:	<p>Saltash Town Council The Guildhall Lower Fore Street SALTASH PL12 6JX</p> <p>FAO: Ray Lane - Town Clerk</p> <p>Tel: 01752 844846 Email: townclerk@saltash.gov.uk</p>
RENT:	<p>£1 per annum for the first two years then £4,500 per annum thereafter payable monthly in advance by Direct Debit on the 6th of each Month or such other date which shall be notified by the Landlord in advance.</p>
VAT:	<p>All figures stated are exclusive of VAT, if applicable.</p>
INSURANCE:	<p>The Landlord is to insure the premises to the full reinstatement value recovering the due proportion of the premium (£10pcm) from the Tenant as insurance rent from the commencement of the third year of the term.</p> <p>The Tenant is responsible for its own contents, employer's and public liability insurance.</p>
OTHER CHARGES:	<p>The Tenant is responsible for Business Rates, utilities and any other applicable charges.</p>
INCENTIVE:	<p>As per Rent above, the Tenant is granted 24 months' rent free in recognition of an obligation to carry-out the Agreed Works. These works are to be completed within six months of the Term Commencement Date. The Tenant shall obtain formal approval that the Agreed Works have been completed to an acceptable standard. If the Agreed Works have not been completed to an acceptable standard within six months, the full rent of £4,500 per annum shall become payable from the start of the seventh month.</p>
AGREED WORKS:	<p>Please confirm the works Saltash Town Council plans to undertake to the Property and the estimated cost of these works.</p>
LEASE TERM:	<p>Six years</p>
TERM COMMENCEMENT DATE:	<p>On completion of the Lease</p>



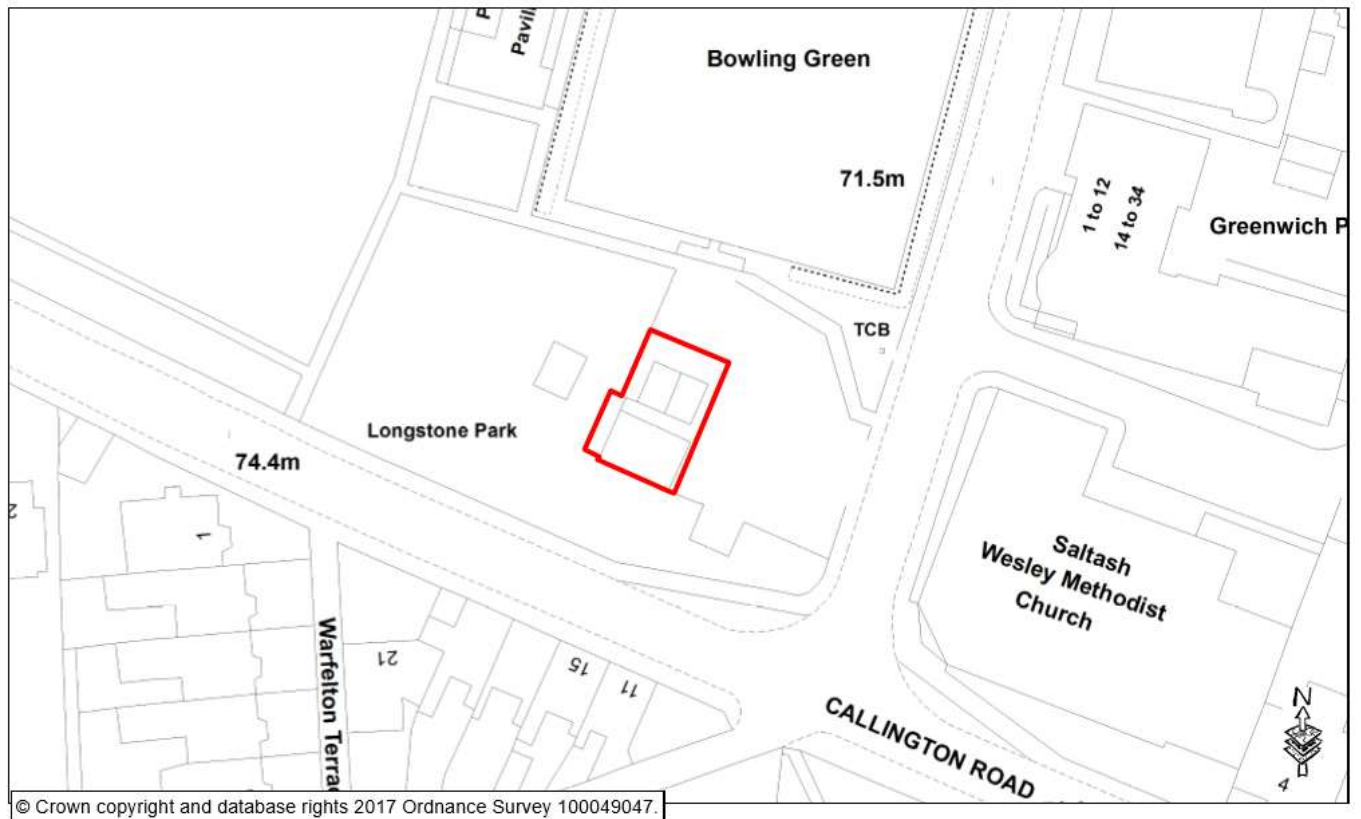
BREAK CLAUSE:	Rolling mutual break option from the second anniversary of the Term subject to a minimum of three months prior written notice.
RENT REVIEWS:	Upwards only Rent Review on the third anniversary of the Lease Commencement in line with the Retail Prices Index.
USE:	<p>Storage of machinery in connection with maintenance works undertaken by Saltash Town Council and any other use within Classes B1, B2 & B8 of the Town and Country Planning (Use Classes) Order 1987 as amended, subject to Landlords consent not to be unreasonably withheld.</p> <p>The Tenant must seek Landlord's prior written consent to any change of use.</p>
REPAIR:	Full Repairing and Insuring
DECORATIONS:	<p>The Tenant is to keep the premises in a clean and tidy condition.</p> <p>The Tenant to decorate the inside in a good and workmanlike manner as required by the Landlord (but not more than every three years) and to decorate in the last three months of the tenancy howsoever determined.</p>
ALIENATION:	Assignment, sub-letting and sharing are not permitted.
ALTERATIONS:	<p>Internal non-structural alterations or additions permitted, subject to Landlord's prior written consent.</p> <p>External and structural alterations are not permitted.</p> <p>At the end of the Term the tenant must remove and reinstate any alterations, advertisements and fixtures and fittings and make good any damage caused.</p>
YIELD UP:	<p>At the end of the Term (howsoever determined) the Tenant will Yield Up the Property in accordance with the repairing, cleaning and decoration obligations of the Lease.</p> <p>Tenant to professionally clean or replace the floor coverings if so required by the Landlord.</p>
SECURITY OF TENURE:	The lease shall be contracted outside of the Landlord & Tenant Act 1954 provisions.
LEASE PLAN:	<p>Lease Plan to be provided by the Landlord.</p> <p>The Property demised to the Tenant is edged red on the Lease Plan.</p>



SIGNAGE:	The Tenant will be granted the right to erect and alter the Tenant's signage on the Property, subject to Landlord's consent and subject to obtaining any necessary statutory consents.
RIGHTS RESERVED:	The Landlord may inspect the demised premises on giving reasonable notice, except in an emergency in which case the Landlord may carry out an inspection at will.
OTHER TERMS:	<p>The Tenant shall comply with all statutory requirements including planning legislation and Health & Safety requirements.</p> <p>The Tenant's business must be carried out inside the demised Property only.</p> <p>The Tenant shall not store any equipment or rubbish outside of the building of the demised premises.</p> <p>The Tenant is prohibited from burning any items/articles.</p> <p>The Tenant is prohibited from placing/siting the likes of shipping containers, static homes, storage containers etc.</p> <p>Animals are prohibited.</p>
COSTS:	Both sides to bear their own costs.
TIMING:	The Parties will use reasonable endeavours to complete the lease by the 31 st October 2017.
CONDITIONS:	Subject to Contract and Lease

Longstone Park, Glebe Avenue, Saltash

Scale 1:500



Agenda No. 17a

Dear Councillors,

Police and Crime Commissioner Alison Hernandez, as part of her commitment to community connectivity, is looking to set up a councillor advocate scheme. In essence, she is looking for one nominated person within each council to act as the link between the council, Office of the Police and Crime Commissioner (OPCC) and local police team.

The benefits of becoming a Councillor advocate:

- 1) direct access to your local policing team
- 2) you will receive OPCC briefings and a regular newsletter that you can also contribute to.
- 3) become a Crimestoppers Ambassador so that you can help your community report issues anonymously
- 4) we will support you to deliver crime prevention projects in your area
- 5) learn about the help we can offer victims and help refer your community to services
- 6) give your community a voice within the OPCC to help influence policing

We are aiming to have some induction/training sessions towards the end of this year.

This is not intended to be burdensome as I appreciate you are already very busy people, rather it is designed to improve our ability to work together to support our communities.

If you are interested in the scheme or would like further details please do not hesitate to contact me on the details below

Kind regards,

Jeff Coe

Sergeant 11797 Jeff Coe
Staff Officer to the PCC
Office of the Police and Crime Commissioner
Middlemoor
Exeter
EX2 7RP

Agenda No. 17b

Saltash Town Council
East SDA - Cornwall Gateway CNA
The Guildhall
12 Lower Fore Street
Saltash
PL12 6JX



26 September 2017

Dear Mr Lane,

ELECTORAL REVIEW OF CORNWALL: DIVISION ARRANGEMENTS

The Local Government Boundary Commission for England has formally commenced an electoral review of Cornwall Council. The purpose of this letter is to inform you of the review and seek your views on future division boundaries for the council.

The Commission is carrying out a review to deliver electoral equality for voters across Cornwall Council because of a request from the Council.

What is an electoral review?

The electoral review will recommend new electoral arrangements for Cornwall Council. It will propose:

- The total number of councillors elected to the council in the future
- The number of divisions
- The number of councillors representing each division
- Division boundaries
- Names of divisions

For parishes, the review can recommend changes to the electoral arrangements of parish and town councils i.e. the number, names and boundaries of parish wards and the number of parish councillors for each parish ward. However, this is only in circumstances where the parished area is to be divided between divisions. Even in these circumstances, the Commission will not normally recommend any change to the number of councillors to be elected to a parish or town council. The Commission has no power to consider changes to the external boundaries of a parish or the creation of new parishes.

When?

26 September 2017 is the start of a 21 week public consultation during which the Commission is inviting proposals for new division arrangements. The consultation will close on 19 February 2018. After considering all representations made during this consultation, the Commission intends to publish draft recommendations in May 2018. There will then be a further period of consultation on the draft recommendations. Final recommendations are expected to be published in October 2018. The new electoral arrangements will come into

Local Government Boundary Commission for England, 14th Floor Millbank Tower, Millbank, London, SW1P 4QP

Tel: 0330 500 1525; reviews@lgbce.org.uk; www.lgbce.org.uk

effect at the local elections in 2021.

How to get involved?

This is a public consultation and we welcome views from individuals and organisations across the council on where they think new division patterns should be drawn.

The Commission is minded to recommend that 87 councillors should be elected to Cornwall Council in the future. It is now inviting proposals to help it draw up a pattern of divisions to accommodate 87 councillors.

In drawing up a pattern of electoral divisions, the Commission must balance three criteria, which are set out in law, namely:

- To deliver electoral equality where each councillor represents roughly the same number of electors as others across the council.
- That the pattern of divisions should, as far as possible, reflect the interests and identities of local communities.
- That the electoral arrangements should provide for effective and convenient local government.

We are asking local people and organisations for their views as to the best pattern of divisions for the council which meet the requirements set out above.

The Commission will treat all submissions equally and will judge each case on its merits and against the statutory criteria. If you wish to put forward a view, we would also urge you to ensure that evidence supports your submission. For example, if you wish to argue that two parishes should be included in the same electoral division, make sure you tell the Commission why they should be together, providing evidence about community facilities, ties, organisations, and amenities, rather than simply asserting that they belong together.

There is plenty more advice on our website about how you can get involved in the consultation and put your views forward. Log on to www.lgbce.org.uk to find out more. The website includes the technical guidance that explains the process and our policies as well as guidance on how to take part in each part of the process. We have set up a page on our site which is dedicated to the review of Cornwall where you can find all the relevant information.

You can also access interactive maps of the current division boundaries across the council on our specialist consultation portal. The portal also allows you to draw your own boundaries, mark areas of interest on the map and upload documents directly to the site. Log on to <https://consultation.lgbce.org.uk> to access the portal or find it via our main website.

Get in touch

We encourage as many people and organisations as possible to get involved with the consultation and we encourage local organisations and parish councils to engage their local networks and communities in the review.

View interactive maps of the council, draw your own boundaries, and have your say at our specialist consultation portal at: <https://consultation.lgbce.org.uk>.

Find out more about the review at: www.lgbce.org.uk.

Local Government Boundary Commission for England, 14th Floor Millbank Tower, Millbank, London, SW1P 4QP

Tel: 0330 500 1525; reviews@lgbce.org.uk; www.lgbce.org.uk

Email your views to: reviews@lgbce.org.uk.

Follow us on Twitter at: [@lgbce](https://twitter.com/lgbce).

Write to: Review Officer (Cornwall)
Local Government Boundary Commission for England
14th Floor Millbank Tower
Millbank
London
SW1P 4QP

This phase of consultation closes on 19 February 2018. We will write to you again when we open our consultation on draft recommendations.

Please note that the interests of transparency, copies of the all representations we receive during this review will be placed on our website. We remove any personal identifying information such as signatures and private residential addresses prior to placing any submissions in the public domain.

Yours sincerely



Emily Starkie
Review Officer
Reviews@lgbce.org.uk
0330 500 1525