

FULL COUNCIL

ACTION POINTS FOR MARCH 2021

Support for local businesses

Town Clerk has written to the Police and Crime Commissioner requesting support for Wardens.

Launching of Jet skis from Appledore Slipway

Town Clerk wrote to TDC on behalf of the Council. Mayor to attend the TDC meeting to Express the view of NTC

To consider special funding for local schools and

The Town Clerk has identified a suitable budget and made payment

To consider a recommendation from Climate Emergency Committee to Full Council that it resolves to support the Climate and Ecological Emergency Bill and write to the MP for Torridge asking him to vote for the Bill in Parliament

letter written to MP for Torridge

To consider quotation for staff and Member training

Deputy Town Clerk researching and drafting a report for next meeting in relation to Microsoft.

Northam Town Council



Prepared by: _____
Name and Role (Clerk/RFO etc)

Date: _____

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

Date: _____

	Bank Reconciliation at 23/03/2021		
	Cash in Hand 01/04/2020		252,879.32
	ADD		
	Receipts 01/04/2020 - 23/03/2021		641,641.87
			894,521.19
	SUBTRACT		
	Payments 01/04/2020 - 23/03/2021		429,805.99
A	Cash in Hand 23/03/2021 (per Cash Book)		464,715.20
	Cash in hand per Bank Statements		
	Cash	23/03/2021	0.00
	Northam Town Council Burrows	23/03/2021	40,245.82
	Northam Town Council	23/03/2021	203,092.06
	Cambridge Building Society	23/03/2021	56,247.22
	Nationwide 95 day account	23/03/2021	85,372.94
	Nationwide business saver 1 year	23/03/2021	0.00
	Cambridge and Counties Bank	23/03/2021	84,584.57
	Petty Cash	23/03/2021	76.45
	Nationwide	23/03/2021	0.00
	PayPal Account	23/03/2021	0.00
			469,619.06
	Less unrepresented payments		4,903.86
			464,715.20
	Plus unrepresented receipts		0.00
B	Adjusted Bank Balance		464,715.20
	A = B Checks out OK		

- a. inspect, repair, fix, erect, construct, replace, maintain or make alterations to any buildings, structure, fence boundary, feature or wall located on the Transferor's Retained Land and/or carry out any works required pursuant to any planning permission or as requested by any Local Authority.

12.3 Rights granted for the benefit of the Property

12.3.1 the free and uninterrupted passage and running of water soil gas electricity telephone and other services over through and along all sewers drains watercourses pipes wires and cables now or to be laid in on or under the Retained Land to and from the Property with the right on prior reasonable notice (except in the case of emergency) for the Transferee to enter onto the Retained Land for the purpose in so far as reasonably necessary of connecting repairing cleansing and maintaining the said sewers drains watercourses pipes wires and cables subject to the Transferee making good all damage caused by such entry and works.

12.4 Restrictive Covenants by the Transferee;

12.4.1 The Transferee hereby covenants with the Transferor so that this covenant shall be so far as possible for the benefit of the Transferor only with the intention of binding the Property and each and every part of it that the Transferee will:

(a) Not at anytime to erect, place or construct or permit or suffer to be erected, placed or constructed any building(s) or other structure, or structural works whatsoever whether a temporary or permanent nature on the Property save as shall be approved by the Transferor and such approval not to be unreasonably withheld or delayed;

(b) not alter in any way the Property without prior written permission from the Transferor which shall not be unreasonably withheld or delayed;

(c) if required, once consent has been given, not to alter the building or structure on the Property without planning permission from the Local Authority;

(d) not carry out any further development on the Property within the meaning of section 55 of the Town and Country Planning Act 1990 as at the date of this Transfer without written permission from the Transferor;

(e) not use, permit to be used, change the use or permit to change the use of any part of the Property for any other use other than as public open space, a recreational public play area with an ancillary building for amenity use;

(f) not carry out any engineering, mining or other operation in, on, over or under the Property, or make any material change in the use of Property without written permission from the Transferor which shall not be unreasonably withheld or delayed;

(g) not use the Property or allow, permit or suffer the same to

be used for any purpose which may be or become a legal nuisance to the Transferor or to any neighbouring and adjacent properties;

(h) not use the Property or allow, permit, or suffer the same to be used for any purpose which may interfere with the Transferor's use of neighbouring land;

(i) not obstruct any access ways or deposit any waste, rubbish, soil or other material on any part of any access way or in any other way interfere with, or disturb, the exercise of the same rights or similar rights by any other person;

(j) not leave any rubbish on or outside the Property save in designated waste receptacles;

(k) not load and unload goods outside the Property other than at such times as accord with any bye-laws or parking restrictions imposed by the Local Authority;

(l) not keep any animals or livestock whatsoever on the Property;

(m) maintain the Property as public open space and a recreational play area and undertake all ongoing maintenance and management of the Property at the date of this Transfer;

(n) not obstruct, permit or suffer the same to obstruct any access to any part of the Property which may interfere with the public use of the Property;

(o) allow the full and free right in common with all others having a like right to pass and repass without vehicles at all times and for all purposes over and along the Property;

(p) not to keep any caravan, boat, vehicle or trailer on the Property;

(q) not to place any sign, placard, board, poster, notice, flag, banner or advertisement on the Property so as to be seen from the outside of the Property without the consent of the Transferor, such consent not to be unreasonably withheld or delayed.

12.5 Disposals

The Transferee covenants with the Transferor not to make any Disposal of the Property without prior written consent from the Transferor which shall not be unreasonably withheld or delayed.

12.6 Restrictive covenants by the Transferor

None.

12.7 Indemnity

12.6.1 The Transferee hereby covenants with the Transferor that the Transferee will at all times hereafter observe and perform the restrictions covenants and conditions contained or referred to in the above Title Number so far as the same relate to the Property and are still subsisting and capable of taking

11.2 Restrictive Covenants by the Transferee;

11.2.1 The Transferee hereby covenants with the Transferor so that the covenants set out in 11.2.1 to which section 33 of the Local Government (Miscellaneous Provisions) Act 1982 shall apply to all the Transferee will:

- (a) not alter in any way the Land without prior written permission from the Transferor which shall not be unreasonably withheld;
- (b) not erect any building or structure on the Land or undertake any structural works without the Transferor's written consent which shall not be unreasonably withheld;
- (c) if required, once consent has been given, not to alter the building or structure on the Land without planning permission from the Local Authority;
- (d) not carry out any further development on the Land within the meaning of section 55 of the Town and Country Planning Act 1990 as at the date of this Transfer without written permission from the Transferor which shall not be unreasonably withheld;
- (e) not use, permit to be used, change the use or permit the change of use of any part of the Land for any other use other than public open space;
- (f) not carry out any engineering, mining or other operation in, on, over or under the Land, or make any material change in the use of the Land without written permission from the Transferor;
- (g) not use the Land or allow, permit or suffer the same to be used for any purpose which may be or become a legal nuisance to the Transferor or to any neighbouring and adjacent properties;
- (h) not use the Land or allow, permit, or suffer the same to be used for any purpose which may interfere with the Transferors use of neighbouring land;
- (i) not obstruct any access ways or deposit any waste, rubbish, soil or other material on any part of any access way or in any other way interfere with, or disturb, the exercise of the same rights or similar rights by any other person;
- (j) not leave any rubbish on or outside the Land other than in specifically designated refuse receptacles;
- (k) not load and unload goods outside the Land other than at such times as accord with any bye-laws or parking restrictions imposed by the Local Authority;
- (l) not keep any animals or livestock whatsoever on the Land;
- (m) not conduct any business from the Land;
- (n) maintain and protect the Land as public open space and undertake all ongoing maintenance and management of the Land at the date of this Transfer;
- (o) not obstruct, permit or suffer the same to obstruct any

access to any part of the Land which may interfere with the public use of the Land;

(p) allow the full and free right in common with all others having a like right to pass and repass without vehicles at all times and for all purposes over and across the Land.

(q) not to keep any caravan, boat, vehicle or trailer on the Land;

(r) not to place any sign, placard, board, poster, notice, flag, banner or advertisement on the Property so as to be seen from the outside of the Property without the consent of the Transferor, such consent not to be unreasonably withheld or delayed.

The Transferee acknowledges that the above covenants between the Transferee and the Transferor are made pursuant to section 111 of the Local Government Act 1972 and the powers vested in the Transferor by section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

11.3 Use

11.3.1 The Transferee covenants with the Transferor not to use the Land for any other purposes other than public open space and that the Land shall remain only for use as such without any form of commercial use.

11.4 Disposals

The Transferee covenants with the Transferor not to make any Disposal of the Land without prior;

written consent from the Transferor which shall not be unreasonably withheld or delayed.

11.5 Restrictive covenants by the Transferor

None.

11.6 Restriction

The Transferee consents to and shall forthwith apply to the Land Registry (and subsequently use all reasonable endeavours to procure the entry onto the register of the same) for the following restriction to be entered against the title to the Land following the registration of this transfer:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate (or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction) is to be completed by registration without a certificate signed by Torridge District Council of Riverbank House, Bideford, Devon EX39 2QG or their conveyancer that the provisions of clause 11.4 of this Transfer have been complied with or that they do not apply to the disposition"

Northam Town Council



Full Council

31st March 2021

Report author: G Langton, Deputy Town Clerk

Upgrading the Council's IT provision and systems

Introduction

1. To operate successfully through the periodic and repeated lockdowns, the Council has had to review and update its IT systems and provision. The system currently operated is based on network-accessible servers. These require full permissions to access and are not currently fully supported.
2. Modern IT systems are based on 'cloud' provision rather than on physical, office-located servers. The advantage is full accessibility (according to permissions) from anywhere there is an internet connection. All companies recommend or provide Microsoft 365, which includes a suite of programmes and Apps is available, including email, the regularly used 'office' programmes (e.g. Word, Excel, PowerPoint)
3. Management by a dedicated IT support company provides the Council with anti-virus and anti-hacking protection, updates to software as required. Ongoing support is also available.
4. The Town Clerk sought quotes from one company that provides IT provision for smaller organisations, specialising in smaller local authorities (parish and town

councils). Northam Town Council requested that the officers seek quotes from alternative providers to ensure they could make an informed decision.

5. In an effort to achieve three quotes, as the Financial Regulations expects, the Officer has approached 4 further companies to discuss the Council's needs. Two would not provide quotes: one was only willing to work with organisations that needed support for 10 or more machines (laptop and desk top PCs); the other would only work with the Council if they could provide new hardware across the Council and its building. One would provide a secure web-accessible platform where all the Council's work would be stored. It did not include Microsoft 365, which would need to be acquired and maintained separately. The fourth provided a quote in line with the Council's requirements.
6. This report contains three quotes, two from one company and one from another.

Recommendation

7. The Officer recommends the Council resolve to modernise its IT provision, whilst maintaining the current user hardware where appropriate.
8. The Council give consideration to the usefulness of initial training for all staff and members (as appropriate) and the nature of any ongoing support, remembering that ongoing support may be blocks of hours or monthly per user. The Officer considers monthly per user support may be required whilst staff get used to the system, so for the first 3 or 6 months at a minimum. A further decision may be made then on whether the staff require this support ongoing or blocks of time are purchased.

Financial Implications

9. Cloud based IT systems are payable on a monthly basis. Microsoft 365 has three levels of subscription for businesses: Basic, Standard and Premium. Basic provides access to web-based apps only but is secure and allows access to shared documents as defined, agreed and appropriate, this is considered ideal for the needs of Councillors and would be provided on their Council-issued tablets.

Microsoft 365 Basic features:

Best for businesses that need easy remote solutions, with Microsoft Teams, secure cloud storage, and Office Online (desktop versions not included).

Office apps included:

Web and mobile versions of Word, Excel, and PowerPoint included.

Secure cloud services included

MicrosoftTeams
MicrosoftExchange
MicrosoftOneDrive
MicrosoftSharePoint

10. Premium offers more protections than Standard, and therefore necessitates a lower level of secondary protection. The table overleaf is copied from Microsoft’s website and shows the differences.

11. The ongoing monthly costs quoted by both providers included Microsoft 365 for each user (4 office-based staff and 14 Councillors). All providers of Microsoft 365 do so for the recommended price from Microsoft. Other monthly costs are security protection and the provision of secure cloud backup for council files.

Microsoft 365 Business Standard vs Microsoft 365 Business Premium

	MICROSOFT 365 BUSINESS STANDARD	MICROSOFT BUSINESS PREMIUM
OFFICE APPS	✓	✓
BUSINESS EMAILS	✓	✓
CLOUD FILE STORAGE	✓	✓
ONLINE MEETINGS AND CHAT	✓	✓
CYBER THREAT PROTECTION	-	✓
DEVICE MANAGEMENT	-	✓
SHARED COMPUTER ACTIVATION	-	✓
OFFICE 365 MESSAGE ENCRYPTION	-	✓
DATA LOSS PREVENTION	-	✓
CYBER THREAT PROTECTION	-	✓
OFFICE 365 ADVANCED THREAT PROTECTION PLAN 1	-	✓
AZURE MULTI-FACTOR AUTHENTICATION (MFA)	-	✓
WINDOWS VIRTUAL DESKTOP	-	✓

12. There are also one-off, initial costs. Mostly, these are for the setup required for the new systems (exploration of the Council’s documents and files, data migration and a review of the process to ensure stability). Crucially, one company also offers training and support as part of the package.

13. Another cost implication is on-going support. This can be purchased as a block of time, though one company also offers unlimited support for a monthly cost.

14. Finally, there is training. One company offers comprehensive training

packages for all users, including staff and members. This company would offer one 3-hour session for staff, and two 3-hour sessions for Councillors. This would be intended to ensure all staff and members were covered.

15. The costs of the IT provision may be off-set slightly by cutting other services the Council currently uses or may use in the future. The Council could choose to make use of Teams rather than Zoom, for example. It could also make use of other applications such as the internal bookings application, or the Office 365 survey tool,

so reducing the reliance on Poll Maker, Survey Monkey or other similar free or paid-for web tools.

16. A table, to enable easy comparison of the two company's quotes is overleaf.

Company A quoted for Microsoft 365 Business premium (staff) and Basic (Councillors), not considering Business Standard suitable, given the higher security requirements. Company B quoted for both Premium and Standard for Staff, and the Officer notes that with the extras required to bring Standard to the level of Premium, it is actually more expensive per month.

17. Company B offers monthly and block support packages. The monthly package is a slightly better service level. Company A only offers block packages. The Officer notes that the cost of a 5-hr block is significantly higher at Company A. For the same cost, Company B could provide 5 hours support for members and full support for all staff for the equivalent of 5 weeks. The choice of what type of support would suit the Council best is hard to estimate. It is worth noting that the monthly support package has no contract period and may be cut at any time, to the end of a month. Similarly, the monthly package may be added at any time.

	Item	users/units	Company A		Company B (Q1330)		Company B (Q1346)	
Ongoing IT provision	Microsoft 365 Business Premium	4	£15.10	£60.40	£15.10	£60.40		
	Microsoft 365 Business Standard	4					£9.40	£37.60
	Microsoft 365 Business Basic	14	£3.80	£53.20	£3.80	£53.20	£3.80	£53.20
	Cloud backup*	8			£4.20	£33.60	£4.20	£33.60
	*Co. B Cloud backup for 4 staff and 4 staff sharepoint libraries. Co. A charges by the block of used space.	200	£0.20	£40.00				
	Web Security	4	£5.00	£20.00	£3.90	£15.60	£9.90	£39.60
	Online help and development service archive	1			£0.00	£0.00	£0.00	£0.00
	Monthly sub total	-		£173.60		£162.80		£164.00
	Support - monthly package	4			£20.00	£80.00	£20.00	£80.00
Monthly grand total	-		£173.60		£242.80		£244.00	

	Item	users/units	Company A		Company B (Q1330)		Company B (Q1346)	
Setup	Initial Setup - 10hrs	1	£850.00	£850.00				
	Initial setup - fixed prices Exploration	1			£90.00	£90.00	£90.00	£90.00
	Data migration	1			£450.00	£450.00	£450.00	£450.00
	Installation review	1			£150.00	£150.00	£150.00	£150.00
One-off costs sub-total	-		£850.00		£690.00		£690.00	

	Item	users/units	Company A		Company B (Q1330)		Company B (Q1346)	
Training & Support	Training (staff & Councillor)	1			£450.00	£450.00	£450.00	£450.00
	Pre-paid support - 5 HOURS for Staff and Cllrs.	1	£475.00	£475.00				
	Pre-paid support - 5 HOURS (staff and Cllrs, or if the support package included in the monthly total, Cllrs only)	1			£250.00	£250.00	£250.00	£250.00
	Training cost sub total	-		£475.00		£700.00		£700.00
One-off costs grand total	-		£1,325.00		£1,390.00		£1,390.00	

18. Company B distinguishes itself by offering a comprehensive training package for staff and members. Across our sector, Company B has received good feedback from those Councils that work with them The Officer is also aware that Company B is

seeking to improve its offer to local councils by developing sector-appropriate apps and tools for councils that make use of its products.

19. From the table above, it can be seen that without the training package, Company B is less expensive in the initial costs. The Officer considers the benefits of the package outweigh the extra cost and notes that over the first 12 months, Company B is actually cheaper even when the training is included. The significant difference comes if monthly support is provided to the staff, as is shown below.

Item	Company A	Company B (Q1330)	Company B (Q1346)
Cost equivalent for first 12 months (total)	£3,408.20	£3,343.60	£3,358.00
Cost equivalent inc. monthly support (total)	N/A	£4,303.60	£4,318.00

Risk Implications

20. A renewed IT system would provide improved protection for the Council's electronic records and emails, for all members and staff.

Guy Langton, Deputy Town Clerk. (23rd March 2021)