

Minutes of the meeting of Ewyas Harold Group Parish Council held on Tuesday 9th December 2014 at St Michaels Hall, Ewyas Harold at 7.15pm

Present: Cllr C Pogson (Llancillo) – Chairman, Cllr R Weaver, Cllr S Clayton (Rowlestone), Cllr S Eynon, Cllr S Probert and Cllr E Murphy

In attendance: Terry Griffiths (Lengthsman), Clerk and three members of the public

	Action
<p>1 To accept Apologies for Absence Cllr J Webb, Cllr P Jinman, Cllr J Wilson-Thomas, Ward Cllr G Powell and the Local Policing Team</p>	
<p>2 To receive Declarations of Interest & Dispensation Applications None.</p>	
<p>3 To consider Minutes of the Previous Meetings The Minutes of the Meeting held on 11th November 2014, copies of which had been previously circulated to Members, were confirmed as a true record and signed by the Chairman.</p>	
<p>4 To consider applications to co-opt for current Councillor vacancies None received and an email resignation had been received from Cllr Judith Webb. The clerk would inform the elections department and election of a new chairman considered at the January meeting. Members expressed their thanks to Cllr Webb for the massive amount of time and effort she has contributed to the parish council. A recruitment drive was planned prior to the elections in May.</p>	Clerk
<p>5 Open Forum 5.1 No report from the Local Policing Team received, but they had requested the February GPC meeting be rescheduled as they had booked a crime prevention evening for the same night. Members were concerned that a change of date would cause confusion and therefore agreed the date remain unchanged. The clerk would inform the police. 5.2 Ward Councillor, Graham Powell had provided a report including information on the Southern Link Road, Affordable Housing, the Wellbeing Innovation Fund and Road signage. 5.3 There was no parish path officer report this month. The clerk was asked to discuss replacing 3 x stiles with kissing gates on the path leading from the end of School Lane and possibly one on the path at the top of Trappe House with the parish path officer. 5.4 Comments from local residents: An issue relating to the unforeseen change of venue of the last meeting was raised and the clerk had also received correspondence from another resident regarding this. Appreciation for maintenance work that had taken place on Priorsfield was passed on. Several highway drainage issues were raised and it was requested the clerk pass these on to the Locality Steward and request she and Cllr Graham Powell take a look at these on a site visit. Other issues raised that would be passed on for a site visit included the pothole outside the surgery that has reappeared again, markings on the Ewyas Harold junction of the A465 need redoing as they are badly faded, three blocked gullies at the side of the A465 in the same location, Mill Lane, Dulas signage and others. The clerk would compile a list for the locality steward, with any others to be added to be forwarded to the clerk by 12th December. Updating of councillors details on the website was requested and a query re. register of interests paperwork, but Herefordshire Council had confirmed all paperwork had been received.</p>	Clerk
<p>6 Clerk Update and to note Correspondence List The clerk's update and correspondence list was noted. Queries had been raised regarding footways in the village centre, but this would not be pursued at present, Herefordshire Football Association had requested use of the grant application form for a student as an example and this was agreed, provided identity details were removed. Cllr Wilson-Thomas had offered to attend the Loneliness Conference at a cost of £35 and this was agreed. The moveable goals had been moved back to their original position, meaning footballs were being kicked into a resident's garden again. The football club had agreed to resite them permanently over the other side of the field. A request to change the high school bus stop or install a bus shelter had been received from a resident. The clerk had forwarded to Cllr Powell and Herefordshire Council had confirmed the bus stop could not be changed. Cllrs Weaver and Overstall agreed to investigate the possibility of a bus shelter and speak to the bus company. Another resident</p>	Clerk/ RW/LO

<p>had requested a weight/width restriction and also reported potholes at HR2 OEA. He clerk had forwarded to Cllr Powell who was dealing with it and had requested signage be installed.</p> <p>7 To consider comments on planning application P143066/F, Lodge Farm, Walterstone – Proposed conversion of agricultural barn to two residential dwellings. Demolition of shelter shed and attached pigsty and construction of two carports. Construction of an animal welfare store (agricultural use only) and change of use of land to a mixed use of agricultural and residential Resolved to comment that an agricultural tie be considered for this application.</p>	<p>Clerk</p>
<p>8 To receive report from the Neighbourhood Plan Working Group and agree action required The report had been circulated to members. The informal consultation was now complete and Cllr Overstall was collating the responses for Ewyas Harold Group. A productive meeting with Sam Banks from Herefordshire Council had detailed amendments/additions required to the draft and she would also be providing SEA information. The consultation results and information from Sam Banks were being incorporated to produce the Regulation 14 draft of the plan, ready for the consultation and as much of the work as possible would be undertaken and invoiced for prior to the 31st December grant deadline. Costs and budget were discussed. Resolved to proceed with the action detailed above to progress to the Regulation 14 consultation stage and purchase stamps and address labels for the Regulation 14 mail out.</p>	<p>LO/ Clerk</p>
<p>9 To receive report from the Kemble Centre Working Group and agree action required The report had been circulated to members. The consultation was now complete and Cllr Wilson-Thomas would be collating the results. Herefordshire Council had requested a meeting in the new year to discuss plans and support for the project. An application to the Wellbeing Innovation Fund had not been compiled for this round as it was felt a more robust application could be put together at a later stage. Cllr Pogson was assisting with estimated costings for water connection, drainage and electrics.</p>	
<p>10 Recreation Ground 10.1 The monthly audit checklist was received. The bins had been overflowing and Cllr Overstall had kindly emptied and disposed of the rubbish. Quickskip now said they would not cover Ewyas Harold, therefore the clerk had enquired with Herefordshire Council regarding a trade waste collection. The various options were discussed. Cleaning of the equipment, installation of the cradle seats, repairs to the embankment slide were all required. The possibility of having a parish council handyman, a local person with public liability insurance, to carry out various small jobs on an as and when basis was considered. Resolved to arrange a 660 litre metal bin, emptied three weekly if possible, from Herefordshire Council at a cost of £8.34 per collection. Resolved to get quotes for repairs to the embankment slide. Clerk to forward Cllr Pogson the annual play equipment inspection report. Resolved that a local handyman be sought. 10.2 The clerk had received one quote so far for jet cleaning of the play area including and treating with moss, mould and algae treatment for £586.50. Resolved to obtain further quotes on the same basis and accept the lowest quote, with the cleaning of the bus shelter included. 10.3 The Sports Working Group report had been circulated to members and the contents noted. 10.4 The latest draft of the stewardship agreement had been discussed by the Sports Working Group and suggested amendments had been forwarded to the solicitor for comment. The solicitor was content with the amendments suggested, excepting one, relating to renewal of the agreement as he believed it served no purpose but could imply that the agreement has to be renewed. The latest draft, with suggested amendments and comments from the solicitor had been circulated to members. Resolved to adopt the draft stewardship agreement, with suggested amendments, excluding the one detailed above, as recommended by the solicitor, attached as Appendix 1. This document would now be used as a template agreement with local sports clubs. 10.5 Fields in Trust had now granted consent for the pavilion project to take place. 10.6 The pavilion project tender report had been submitted to both the Football Foundation and Sport England Inspired Facilities and they were both satisfied and had given permission for construction to</p>	<p>Clerk</p> <p>Clerk/CP</p> <p>RW</p> <p>Clerk</p> <p>Clerk</p>

commence. Therefore, the contracts had been drawn up and signed by Collins Design and Build and were now awaiting signing by the parish council. Subject to signing, the commencement of the works was scheduled for 5th January 2015 with completion by 8th May 2015. The first grant claim had to be submitted by 12th December 2014, along with a cash flow forecast for the project. Gwillam Darby Carr had requested payment for the work carried out on tendering.

Resolved that the contracts be signed by two councillors and witnessed by the clerk.

Resolved that the clerk submit a grant claim for payment to Gwillam Darby Carr before 12th December.

Resolved that a leaflet detailing anticipated construction dates be delivered to Priorsfield in order to keep residents informed.

Clerk
Clerk
Clerk

A resolution was passed that Standing Orders be suspended to allow completion of the agenda

11 To consider lengthsman worksheets and agree action

The lengthsman has now completed a 2nd circuit of all line drainage in the parish. The ditch by Pontrilas builders merchants needed clearing and the Belfha culvert that Balfour Beatty had said the Lengthsman should maintain should be the responsibility of the landowner. It was also believed that a new drain was required at Dulas.

Resolved that the Belfha culvert issue and others be reported to the Locality Steward.

Resolved for the lengthsman to clear the ditch by the builders merchants.

Resolved to request the Locality Steward attend the next parish council meeting.

Resolved for the clerk to let the lengthsman know the remaining budget.

Clerk

12 Finance

12.1 **Resolved** that the finance report be approved. Balances held at 28th November 2014 were £1,784.92 current account and £23,992.66 savings account. This includes grants held for the Neighbourhood Development Plan, P3 Scheme, Lengthsman Scheme and the Precept for other budgeted expenditure to 31st March 2015.

12.2 The precept requirement for 2015/16 was considered.

Resolved that due to details of the new lengthsman scheme having not been confirmed yet, the precept would be set at the January meeting.

12.3 The VAT registration and Option to Tax process had now been completed.

12.4 **Resolved** payments for approval:

Pension £39.07 EE, £161.26 ER, PAYE £44.00 NI £3.39 EE, -£0.36 ER

Stationery/Office expenses £34.49 Postage £19.84 Mileage £60.30 Total £114.63

Terry Griffiths (Lengthsman Scheme ditches/drainage on the B4347) £810.00

Highground Maintenance Ltd (Recreation ground grass cutting) £186.49

HALC (Training, 'Website Wonder') £30.00

HALC (Address labels for NDP consultation) £73.80

St Michaels Hall (Hall hire 9/12/14) £17.00

Eon (Pavilion electricity 22/10/14-5/11/14) £25.03

Black Hill Web Design Ltd (Renewal of domain name for 2 years £31.49 and annual website hosting £84.00) £115.49

Fields in Trust (Cost for assessing change request) £48.00

C Boyles (Kemble Centre consultation printing) £98.00

C Boyles (NDP consultation costs) £993.68

T Murcott (NDP consultation costs) £90.06

M Walker (NDP consultation costs) £395.95 (increased amount agreed under item 8)

A resolution was passed that the public be excluded from some discussions on the following items due to their confidential nature

Clerk

13 Update on purchase of St John Kemble, former Catholic Church, Ewyas Harold and consider action required to progress to completion

Belmont had now confirmed they had removed all fixtures and fittings they wanted from the site and Cllrs Wilson-Thomas and Pogson would take a look at what was remaining. All outstanding queries and amendments had now been answered and incorporated. The clerk was now awaiting a response from

the solicitor as to when completion was likely to take place.

Resolved that the clerk draw down the PWLB loan down in readiness.

Resolved that contracts be signed and completion take place as soon as possible.

Clerk
Clerk

14 **To consider Clerk's workload, hours and remuneration**

The clerk had worked 182 hours of overtime in the past 39 weeks. Of this approximately 50 hours were on the Neighbourhood Plan, which a payment for had already been agreed. The clerk was averaging around 20 hours per week with the increased workload due to the major projects currently being undertaken by the parish council. This was set to continue, although it was not possible to know what the workload would be long term, when the projects had come to fruition. Details of the recent NJC salary award agreement had been circulated, which detailed new pay scales for 2014-2016 to be implemented from 1st January 2015 and a non-consolidated (one off) payment for employees in December 2014.

Resolved to pay the clerk for the 132 hours overtime worked and the proposals in the NJC salary agreement be approved.

Resolved to review overtime worked on a monthly basis. It was accepted that overtime was necessary at present in order to meet deadlines and progress projects.

Clerk
Clerk

15 **Matters for Next Agenda (no discussion)**

Twinning.

The meeting closed at 10.20pm

Next Meeting Tuesday 13th January 2015, venue St Michaels Hall, Ewyas Harold.

Appendix 1

AGREEMENT

This **AGREEMENT** is made on the XXXX, two thousand and fourteen, **BETWEEN EWYAS HAROLD GROUP PARISH COUNCIL** "the Parish Council" of the one part and **EWYAS HAROLD FOOTBALL CLUB LTD** "the Football Club" of the other part.

PREAMBLE:

(1) The Parish Council is the owner of the Recreation Ground at Ewyas Harold in the County of Herefordshire.

(2) The Sports Pavilion (the Pavilion) on the Eastern boundary of the Recreation Ground is the property of the Parish Council.

(3) The Pavilion and Recreation Ground shall be used in connection with sporting and recreational activities including (but not exclusively) for the use of Ewyas Harold Football Club Ltd (the Football Club) and Ewyas Harold Cricket Club (the Cricket Club), together referred to as the Clubs.

(4) The operation, maintenance and repair of the Recreation Ground and Pavilion shall be managed by Ewyas Harold Group Parish Council (the Parish Council).

DEFINITIONS:

(1) **Acceptable Standards of Behaviour:** Such standards of behaviour as would be considered appropriate by a reasonable person given all surrounding circumstances at the time of such behaviour including the presence or otherwise of children.

(2) Agreed Times: Between 1st July to 31st May:

Use of Changing room and football pitch: Tuesday 18.00-22.00, Wednesday 18.00-22.00, Thursday 18.00-22.00

Between 1st August to 31st May:

Use of Pavilion room: Saturday 12.00-17.00, Sunday 13.00-17.00

Use of Changing room and football pitch: Saturday 11.00-17.00, Sunday 13.00-17.00

Due to football fixtures only being known monthly in advance, it is agreed that if the facilities are not required on any of the above, they will be available for other users. Football fixtures will be notified to the clerk as soon as possible. Flexibility to enable traditional village social events to take place will be accommodated by the football club where possible.

(3) Pavilion: For the purposes of this agreement, as per the attached plan, outlined in red.

(4) Recreation Ground: For the purposes of this agreement, as per the attached plan, outlined in red.

(5) Standard Key Holder Agreement: As per the attached.

AGREEMENT:

1. The Parish Council agrees to allow the Football Club right of use of the Recreation Ground for matches and training and the Pavilion for football related use, at the agreed times, subject to the following conditions:

- a) Fees for use of the Recreation Ground and Pavilion shall be set by and payable to the Parish Council. The charge to the Football Club for the hire of the football pitch, training area, pavilion and changing rooms for matches and training only is set at £600 for annual use increasing in line with the Retail Prices Index each year on the XXXX. This should be payable in 12 equal monthly instalments on the 1st day of each month, in advance. Arrears of more than 3 months without the prior agreement of the Parish Council will constitute a breach of this Agreement and the Parish Council may suspend this Agreement until payments are made up to date.
- b) Bookings shall be made in advance via the Parish Clerk and co-ordination of any conflicting requirements shall be negotiated between the Clubs and resolved by the Parish Council in the event of disagreement, whose decision shall be final and binding on all parties. All use of the Recreation Ground and Pavilion should be booked via the Parish Clerk, whether for training or fixtures etc. stating the facility required (ie pitch and/or pavilion) and times so that an accurate record can be held to assist the bookings process. Use of the facilities should not be assumed if no booking has been made and no responsibility can be taken by the Parish Council for bookings not notified and confirmed via the Parish Clerk.
- c) When not in use for matches or training by the Football Club, the Recreation Ground and Pavilion shall be available for community use, with no restriction except for areas under turf renovation.
- d) No permanent structures, other than goalposts, shall be erected without permission of the Parish Council. The Football Club will be responsible for removing the goalposts and capping off the holes at the end of each playing season and erecting the goalposts at the commencement of each playing season.
- e) Acceptable standards of behaviour shall be observed by the Clubs and every effort made to ensure the same by all players and spectators, with due consideration for other users of the Recreation Ground and owners of nearby properties. Failure to comply with this clause shall entitle the Parish Council to suspend this Agreement for as long as it shall see fit. Where there is deemed to have been a breach of this clause, the Football Club will be informed and given a 7 day period to respond. If the matter cannot be resolved, the procedure detailed in clause 6. will be followed.
- f) The Football Club should provide evidence of valid public liability insurance with a

minimum cover of £5,000,000 , such policy to cover all usual risks and be in a form satisfactory to the Parish Council and its insurers and a risk assessment of Football Club equipment and working practices each year, ensuring compliance with current Health and Safety legislation.

- g) The Football Club will at all times meet the aims, objectives, targets and timescales set out in the football development plan attached.
 - h) The Football Club will ensure that all football equipment owned by the Club will be kept in good repair and condition and fit for purpose and the Football Club will at all times comply with all statutory requirements and all applicable laws and regulations.
2. Maintenance of the Recreation Ground and the Pavilion shall be managed by the Parish Council.
- a) The Football Club will ensure that after use the Recreation Ground and the Pavilion are left in a clean and tidy condition.
 - b) Grass cutting of the Recreation Ground will be undertaken by a contractor appointed by the Parish Council for 16 cuts per year between April and October and this will be paid for by the Parish Council. Any additional cuts or maintenance of the football pitch and training area, in line with the FA Pitch Advisor guidance document, including line marking, should be arranged and paid for by the Football Club and carried out by suitably qualified persons who hold adequate insurance. Copies of this insurance should be provided to the Parish Council.
 - c) The Parish Council shall retain responsibility for all aspects of the Recreation Ground and the Pavilion, save where this agreement or other agreements impose any obligations in this respect on others.
 - d) Any conditions imposed by Herefordshire Council's Planning Approval for the Pavilion or under the terms of any eventual licensing of the Pavilion must be adhered to.
3. This Agreement presupposes that Ewyas Harold Football Club remains the principal local football club, based in Ewyas Harold, and providing football for the local population. In the event of any change to this status, the Parish Council may terminate the present Agreement without notice if in the reasonable opinion of the Parish Council this presupposition is no longer the case. Where there is deemed to have been a breach of this clause, the Football Club will be informed and given a 7 day period to respond. If the matter cannot be resolved, the procedure detailed in clause 6. will be followed.
4. The Football Club will be responsible for opening and closing of the pavilion building and car park barrier before and after football matches and training sessions having been issued with keys for the pavilion building and car park barrier and be bound by the terms of the standard key holder agreement. The Football Club shall nominate up to five people to be the responsible key holders whose name, address and contact telephone number must be lodged with the Parish Council.
5. In the event of breach of any of the terms of this Agreement by the Football Club and/or the Football Club brings the Parish Council into disrepute, the Parish Council may suspend or relinquish right of use of the Recreation Ground and/or the Pavilion as appropriate. Where there is deemed to have been a breach of this clause, the Football Club will be informed and given a 7 day period to respond. If the matter cannot be resolved, the procedure detailed in clause 6. will be followed.
6. Any dispute or difference between the parties about the interpretation or operation of this Agreement which cannot be resolved informally shall be referred to the Football Club (rep title) and the Parish Council (rep title). They will meet within 14 days of a written request from one party to the other, in good faith to resolve the dispute. If the parties cannot resolve the dispute through the above process, the dispute shall be settled by a third party mediation. A mediator is to be appointed by agreement between the parties but if no such agreement is made within 14 days of the meeting between the Football Club and the Parish Council either party may apply to the President of the Law Society to appoint a mediator. Any agreement reached in mediation shall be in writing and be final and binding on both parties.

7. This agreement may be terminated at any time by either party with 12 months notice in writing.
8. The Parish Council takes all reasonable steps to ensure the safe condition of equipment, building and plant and accepts no responsibility for injuries or accidents sustained by anyone attending or using the Recreation Ground facilities for the purpose of playing football matches or attending training sessions in connection with the Football Club.
9. In all matters relating to the operation and management of the Recreation Ground and Pavilion, the Parish Council's decision is final. The decision of the Parish Council shall be respected by all parties.
10. This Agreement shall be valid for a period of 21 years commencing on the XXXX.

AS WITNESS the hands for and on behalf of the parties hereto.

SIGNED by

Chairman of the Parish Council

Parish Councillor

SIGNED by

Chairman of Ewyas Harold Football Club

Secretary of Ewyas Harold Football Club