



Queen Camel Parish Council

MINUTES OF THE MEETING OF THE PARISH COUNCIL HELD ON MONDAY 13 APRIL 2015 AT 7.30 PM IN THE MARPLES ROOM OF THE MEMORIAL HALL

Present:	Chairman Councillors	Rosemary Heath-Coleman (RHC) Chris Bennett (CB) Angus Davidson (AD) Ben Turner (BT) Patrick Pender-Cudlip (PPC) Andrew Hoddinott (AH) Steve Millard (SM) Sue Cole (SC) David Biggart (DB)
In Attendance:	Clerk Locum Clerk	Christine Richardson (CR) Terry Philpott (TP) Mike Lewis (ML)

Members of the public: 6

- 1. Welcome, introduction and apologies for absence** – RHC welcomed Councilors and members of the public to the meeting. RHC advised that this would be the last scheduled PC Meeting with the current Councilors who will remain in Office until 11/5/15. The next PC meeting will be on 18/5/15. Apologies for absence received from Thelma Mead PCO.
- 2. Public Session** – Nothing was raised.

Meeting opened 7.32pm

ML arrived 7.33pm

3. Declarations of Interest

RHC read statement (**Please see attached Appendix I**).

The statement noted that the Declaration of Interests by CB was out of date. RHC reminded the Council that any changes to Declarations were to be made within 28 days after the change happening.

PPC declared 2 new Declarations of Interest: 05.1 and 07.4 due to the land at Windsor Farm being owned by his wife's first cousin.

AH and AD declared an Interest in item 07.2 (PFL Lease). TP suggested that in view of the situation for the next Council meeting that these Councillors could remain by Council resolution during discussion and debate but would not be able to vote. **Unanimously approved.** TP also recommended that any requests for block dispensations should wait until there was a full Council and that until that time dispensation requests should be on an individual basis.

- 0415.01 Minutes of meeting 9 March 2015** – circulated - to be approved and signed – CB requested an amendment to the minute covering the PFC Lease (07.2). It was agreed that the wording 'having acknowledged an interest under Appendix B of the Code' would be deleted. With the amendment made the minutes were agreed and signed.

1405.02 County & District Councillors' reports

ML made the following 2 reports:

- A 'Rights of Way Improvement Plan' was approved on 13/4/15 and would be reviewed every 10 years. He outlined that no funds or statutory responsibility plan was approved and would be the responsibility of volunteers. It was confirmed that this was available to view on the SSDC website.
- ML thanked all the QC Councillors for their contribution and hard work over the years. RHC thanked ML for his support too.

ML left at 7.52pm

0415.03 Police & Safety Matters

03.1 Police report – Avon & Somerset Neighbourhood Statistics March 2015

CAMELOT WARD

Recorded Crime	2015
Dwelling Burglary	x 0
Robbery	x 0
Theft of Motor Vehicle	x 0
Theft from Vehicle	x 0
Non Dwelling Burglary	x 0
Violence against the person	x 0
Criminal Damage	x 2
Theft from the Person	x 0
Shoplifting	x 0
Other	<u>x 1</u>
Total	x 3

03.2 Safety Group

- **NW Update** – Full report was read by SC. SC confirmed the Ringmaster was up and running and members of NW should now receive an email or telephone call once there was something to report.
- **SID** – CB confirmed that he had received no response from his email to Dave Grabham. However he would continue to pursue him over the next month to ascertain whether a SID would be something surrounding parishes would be interested in obtaining. **CB to action.**
- **Flood Shed:** CB confirmed the shed had been delivered in flat pack form on the 30/3/15 and half had been constructed. Shed to be placed on site soon at the Memorial Hall. Council was advised by AH that Laura Paul was now qualified as a 'road closer' during a flood situation. **Unanimously resolved** that the extra £181 in the budget for the flood shed should be used towards flood equipment.

1415.04 Highway's Matters

04.1 Drains & pavements – CR confirmed the following:

- The kerb outside QC shop had been reported to SSDC on 20/3/15 and CR was awaiting an update.
- Blocked drains on Sutton Montis Road have been reported to SSDC and are being cleared.
- Blocked drains on Sparkford Hill Road have been reported to SSDC and are being investigated.
- Broken pavings on Sparkford Hill Road have been reported. SSDC instructed CR to find out owners of the adjoining field so they can contact them on our behalf. A member of public informed CR of the owner. **CR to action.**
- A blocked drain in England's Lane and two drains on the new school boundary (where hedges have been cut) were reported. **CR to investigate and report to SSDC.**

- 04.2 Ownership, boundary, classification and legal rights of way** to the 'rough' car park adjacent to the playing field and Green Lane north and south. CB advised that this information could possibly be in the Tennis Court Lease and to hold off on any Land Registry searches until this avenue has been pursued. **CB and CR to investigate further and report back next meeting.**

RHC opened meeting to Public 8.10pm

Member of public handed over a 1968 document relating to Green Lane South to CR which they believe might be of help in ascertaining ownership. CR thanked them for their help.

RHC closed meeting to the Public 8.12pm

0415.05 Planning Applications

- 05.1** New applications to consider –
15/00989/FUL – Erection of silage clamp and associated underground leachate storage at Windsor Farm, Sutton Montis Road. **No objections to this application.**
15/01182/FUL Erection of a new livestock building at Windsor Farm, Sutton Montis Road. **No objections to this application.**
- 05.2** Updates received since last meeting – None.
- 05.3** Applications ongoing –
14/00215/FUL – Land at Southfield Farm, Yeovilton. Status is 'pending consideration' with a target date of 21 April 2014'. **Still ongoing**

0415.06 Parish Group reports

- 06.1 Communications** – Report circulated. PC endorsement requested on two issues:
- Social Media Policy – RHC suggested the name should be changed to 'Communications & Media Policy'. **Unanimously approved.**
 - Updates to Terms of Reference. **Unanimously approved.**
 - RHC requested volunteers to deliver invitations to the AVM - **CR offered her services** – and said that a detailed programme for the event would be circulated to all in due course.
 - PPC asked for clarification regarding refreshment costs for the AVM. RHC confirmed these were already in the PC budget.
- 06.2 Environment** – Report circulated with Agenda. PC endorsement requested for:
- Benches for the Glebe – SM had received a quote from Bob Holland for £236.00 (to include galvanized metal sides & wooden slats). Total approximate cost will be £260 (including fixings & bolts). CB and SM volunteered to construct them themselves to save time and costs. **Council unanimously approved**
 - Changes to 'Terms of Reference'. **Unanimously approved.**
 - Replacement wooden bin to bear an additional cost of £62. **Unanimously approved.**
 - Telephone Box – general repair of glass and re-painting to take place. **Clerk to action letter of thanks to Mr Holland** for all his help in this project.
 - Historical finger signpost to be reinstated and ordered through the Clerk at a cost of approximately £890.00. **Unanimously approved.**
 - It was reported by AH that the footpath sign had rotted by the top of the copse by Hodder's Field and there was a broken handrail on the wooden bridge over the Henshallbrook stream. **To be investigated by EG Group.**

SM reported that the drains near the new school site were blocked. He suggested that an inspection of the drains would be advantageous.

06.3 **Frontrunner** – Nothing to report. Report will be available to view at the AVM on 15/5/15.

0415.07 **Other Reports**

07.1 **CLT** – Nothing to report.

07.2 **PFC Lease** – *This item was deferred to the end of the meeting.* Lease reference 190115 had been offered to the PFC following the PC's January meeting. The PFC had responded with counter proposals on some clauses - see Appendix II for these and the Outcome on each clause on which the PFC had a question. PC resolution on these Outcomes: **RHC proposed, PPC seconded. 6 for, 1 abstention. Two declared an interest so did not vote. Outcomes approved**
It was agreed the PC response would be sent to the PFC in approximately 10 days and after input by Rachel Saltonstall with the aim that a clean copy of the lease is available for the May PC meeting. **Action CR**

07.4 **Queen Camel Solar Park** – CR reported that the Deed had now been signed by both parties and a hard copy had been received. CR had emailed Abercormyn Solar Limited to find out when the initial payment for Queen Camel Parish will be received. CR also reported that she believed the planting of screening will start taking place this spring. **CR to pursue a response from Abercormyn Solar Limited.**

07.5 **Cleaveside** – RHC reported that she was awaiting a response from SSDC (Andrew Tucker and Dave Norris) and had requested this to be a firm reply by 15/5/15.

07.6 **Standing Orders** – As the 3 month trial period had expired these were to be formally adopted following inclusion of SO number 19. **Unanimously approved.** CR to forward up to date copies of the Standing Orders to all Councilors. **CR to action.**

0415.08 **Financial Matters**

08.1 **Payments received** – CR advised that a payment of £15,000 (precept of £14,160 plus SSDC grant of £840) had been received since issue of the Agenda.

Precept	£15,000
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08.2 **Payments made -**

	None
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08.3 **Payments to be approved -**

Terry Philpott – Invoice dated 26 March	£153.30
S. Millard - Generator Hire	£53.10
S. Millard – Environment Group Budget – general supplies	£194.48
S. Millard – Environment Group Budget – general supplies	£96.25
Clerk Training	£55.00
Use of Memorial Hall	£60.0
S. Cole - postage	£2.03
Clerk travel to Training Courses	£27.00
R. Heath Coleman – general expenses	£54.09

PPC proposed, DB seconded, 8 Councillors were for and 1 abstained. Expenditure & Budget was agreed,

08.4 **Banking** – The Financial Regulations have provision for two new bank accounts, one for a 'Community Benefit Fund' (to include the income from the solar farm) and a 'Parish Enhancement Fund' (to hold ring fenced monies). The PC debated the need for two accounts and decided that only one account was required, to be called 'Community Benefit Fund' and to hold the ring fenced monies as well as any community income, e.g. currently from the solar farm. These would each be accounted for separately as at present. **Unanimously approved. CR to action.**

08.5 PC Income & Expenditure & Budget Update 2014/2015 – this was circulated for approval with the Agenda. PPC proposed, DB seconded, 8 for and 1 abstention. **Approved.**

- RHC noted that the outturn was approximately £1,000 over budget for the whole year.
- RHC noted there would be no cheque signatories at the May meeting, therefore as the precept had now been received she proposed the grants and donations (which have been approved by Council within the budget) should be listed in the Minutes and paid to the recipients. TP confirmed that this would be acceptable provided the amounts were listed. **Unanimously approved. CR to action the payments.**

The grants are:

i) Playing Field Committee	£2,667.00
ii) PCC	£1,458.00

The donations are:

iii) Sparkford Scouts	£ 250.00
iv) Sparkford Copse Trust	£ 100.00
v) QC Cricket Club – for youth club	£ 500.00

08.6 External Audit - 2014/2015 – External audit papers had been received advising audit from 1/6/15 - notice to be put on Notice Board. John Calvert (internal auditor) to carry out internal audit prior to the external audit. **CR to action.**

0415.09 Incoming Correspondence – Email received on 13/4/15 from Carol Bond at SSDC relating to works being initiated on the new school site. Email to be displayed on PC noticeboard and forwarded to Councillors for their information. **CR to action.**

0415.10 Advance Notices – of external and Parish Council meetings and training

- Annual Village Meeting – 15/5/15
- 15/4/15 – meeting at Trent Village Hall to discuss the Primrose Lane Development. PPC is unable to attend and requested a volunteer. **CB to try and attend.**

0415.11 Matters for report or for the next agenda

- PC resolution on bank signatories.
- Development Plan for the PFC.
- TP advised that Councillors will be declared elected 11pm on Election Day and their 'Acceptance of Office' forms must be signed prior to or at the start of the next meeting. He also advised that to be quorate Councillors could apply for dispensations, e.g. in respect of the PFC lease, but recommended these should be done on a case by case basis and that block dispensations should not be considered until a full Council was in place.

SC left at 9.20pm due to feeling unwell

PPC left at 9.20pm to check on SC

PPC reentered at 9.21pm

Item 0415.07.2 PFC Lease was then discussed.

0415.12 Date and time of next meeting - Monday 18 May at 7.30 pm, Marples Room.

RHC thanked everyone for attending and also thanked Councillors for their help and support during the Council's term of office. She declared the meeting closed at 10.30 p.m.

Signed:

Date: April 2015

Appendix I

Declarations of Interest (Statement by RHC)

Following last month's meeting two members of the public complained to a Councillor about the conduct in respect of leaving the room when we came to discuss the PFC Lease. These complaints were communicated to all Councillors. I therefore wish to make the following observations:

Chris stated that the law does not require an individual with an interest to leave the room. That is correct but our Code of Conduct does so unless and until that Code is amended it is a breach not to leave the room if there is an interest, whether pecuniary or other.

The question was whether there was an interest. At the meeting Chris stated that there was no requirement to declare an interest if it was already registered in the individual's Register of Interest and he would review Ian Clarke's e-mails. Last night he sent a paper to me following that review and his conclusion is that he does not have either a pecuniary or other interest in respect of the PFC. However, his Register of Interest still declares such an interest. This needs amending and highlights why it is good practice to declare at each meeting, and why for transparency and for the perception of the public (and this includes the far greater number who read the Minutes but don't attend the meetings) and also out of respect for the Clerk and fellow Councillors it has been the custom and practice of this Council to declare when relevant an interest whether pecuniary or other at each meeting. However it is the responsibility of the individual Councillor to decide if there is an interest and Chris has decided there is not.

As declarations of interest and dispensations have caused so much grief I would like to suggest it would be good to invite Ian Clarke to attend a PC meeting early in the new term, especially as block dispensations are now being suggested. This is obviously not something for this Council to debate.

Appendix II

Clause 1.4 'Management and Development Plan' (MDP) and Clause 1.5 'Objects'

Clauses as drafted in Lease 190115:

Clause 1.4 'MDP' means such plan for the realisation of the Objects as may from time to time be written by the tenant and agreed by the landlord (each acting reasonably and having regard to the cost and funds available to the Tenant).

Clause 1.5 'Objects' means the provision, development, improvement, enhancement and maintenance of a playground, playing field and recreation ground for the benefit of both the community at large and persons who by reason of youth, age, infirmity, disablement, poverty or social and economic circumstances have special need of such facilities, with a view to improving their conditions of life as the same is from time to time detailed in the then prevailing Management and Development Plan or, in the absence of the same, as directed by the Landlord (acting reasonably)

PFC requested change to clause 1.5:

Objects as defined in Queen Camel Playing Field's governing SCHEME (Charity 304617) state "The Object of the Charity is, in the interests of neighbourhood") without distinction of political, religious or other opinions by the provision and maintenance of a playing field, social welfare, to improve the conditions of life for the inhabitants of the area of benefit ("the parish of Queen Camel and the surrounding area").

PFC comment: The 'Objectives' of the charity named Queen Camel Playing Field are defined in our governing document or the SCHEME for charity number 304617. This scheme was accepted by the village and the QC Parish Council in 1999. For consistency the same definition should be used in the lease.

Comment at meeting: Cause 1.5 needed to define that the primary object was to provide a playing field and it also needed to include reference to the MDP.

OUTCOME:

BT to instruct Rachel Saltonstall (RS) to absorb the PFC's SCHEME Objects into the Lease's Objects so that the full scope is maintained.

Clause 1.6 'Permitted Use'

'Permitted Use' means use of the Property for the purpose only as a playground, playing field and recreation ground **or for such other use as the Landlord may from time to time give it prior written consent.**

PFC comment: 'Permitted Use' should include fund raising activities.

OUTCOME:

The additional wording in red is accepted.

Clause 1.11 – 'Rights' (new clause)

'Rights' means such rights as the Landowner has in respect of the Property and is capable of granting to the Tenant and which are necessary for the enjoyment of the Property for the purpose of the Objects

PFC comment: While the majority of the field is owned by the PC on behalf of the village, the remainder is owned by Somerset County Council with whom there is a reciprocal agreement that each may use the others area (with the exception of the cricket square). Without the use of this right the playing field committee will lose access to a football pitch, half the cricket outfield, basketball court, cricket nets and part of the playground.

OUTCOME:

The PC accepted that this could be a valid addition and agreed to ask RS to incorporate it if she agreed that it was valid.

Clause 2 – Tenancy

Tenancy - The Landlord lets and the Tenant takes the Property for the Term at the Rent **together with the rights** and the Custodian Trustee joins in at the request of the Tenant to confirm taking of this lease.

Clause 2 amendment follows from Clause 1.11

OUTCOME:

The additional wording in red is accepted provided clause 1.11 is incorporated.

Clause 3.24 - Reports

to deliver to the Landlord an annual report (in such form as the Landlord **and tenant shall agree, each acting reasonably**) setting out the condition of the Property and any fences or walls and the manner in which the Property has been used during the preceding year including a list of the principal users of all the facilities, together with copies of its annual report and return;

PFC comment: clauses 3.23 and 3.24 should have the same conditions for consistency.

OUTCOME:

The changes are not acceptable. The clause already required the Landlord to act reasonably and therefore as previously drafted was fair “(in such form as the Landlord shall reasonably require)”.

Clause 3.26 - Easements and Encroachments

to take all reasonable steps to prevent any new window light, opening, doorway, path, passage, pipe or other encroachment or easement being made or acquired in against out of or upon the Property and to notify the Landlord immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request of the Landlord to **allow the Landlord to** adopt such means as shall reasonably be required to prevent such encroachment or the acquisition of any such easement;

PFC comment: It should be the Landlord’s liability to enforce action against any easement or encroachment.

OUTCOME:

The additional wording in red is accepted.

Clause 4.1 - The Landlords’ Obligations

The Landowner agrees that the Tenant shall at all times be at liberty to remove from the land (amend land to Property) any building, installation or such other structure erected during the tenancy subject only to the making good of any damage caused by the said removal.

PFC comment: Over the term of the lease the PFC will be erecting new facilities and disposing of obsolete one. This will be made known to the PC via the Development Plan, Annual and Quarterly Reports

OUTCOME:

The additional wording accepted subject to land being changed to Property, which is a defined term.

Clause 5 - Re-entry

Clause 5.2: **there** is a substantive breach by the Tenant of any undertaking or other term of this lease

capable of being remedied which remains outstanding one month after written notice of such breach has been given by the Landlord to the Tenant;

PFC comment: There may be breaches of the lease that cannot be remedied within one month, the PFC may need to apply for grant funding or permissions from regulatory bodies.

OUTCOME:

Agreed that RS be asked to address the issue of a breach that is beyond the Tenant's control and to amend the clause so that re-entry is reasonable and fair.

Clause 5.4: the Tenant does not comprise at least three trustees who have a local connection to Queen Camel.

PFC comment: We would like to broaden the scope from 'residents' (undefined) to 'local connection' based on the definition in the Section 106 Agreement for the occupants of the Affordable Homes being built on West Camel Road.

Comment at meeting: 'Local Connection' would need to be defined and the definition in the referenced S106 has other associated definitions, and cannot be reference within the Lease.

OUTCOME:

Existing wording in Lease 190115 to be amended to include "If these three trustees cannot be found then three alternative are to be agreed with the Landlord."

Clause 10 – Early Determination

In the event of a Community Vote in favour of early determination of this lease and subject to alternative suitable facilities for use as a village playing field being available and offered to the Tenant on the same terms as this lease, either party may determine this lease on not less than twenty four (24) months' written notice to the other party that the Term is to end on the date specified in that notice ("the End Date") then on the End Date this lease shall determine and the Property hereby demised and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

PFC comment: add offer of a new lease on replacement playing field to the PFC.

OUTCOME:

Additional wording in red is not acceptable and will not be included.

Other issues raised by AH at PC meeting:

Clause 7.1.1 – The Notice and date that is missing under this clause. According to AH this could be a fundamental issue.

OUTCOME: BT to obtain a sample notice and send to AH.

Schedule 1 – Property – the Plan – this was attached to an earlier issue of the lease.

OUTCOME: The same plan will be used as in the current Lease.