

## **Parish Council of Alfrick and Lulsley**

Minutes of the meeting of the Parish Council on Thursday, 24<sup>th</sup> November 2022 at 1900hrs in the Village Hall, Alfrick.

**Present:** Cllr B Martin, Chair,

Cllrs: Ms B Prodger, R Ashton, N Catlow, T Clarke, A Hinton, G Lowe, G Messervy-Whiting,

D. Cllr P Whatley, S Warr, (Parish Tree Warden), G M Brewin (Clerk).

Apologies: C.Cllr Ms K Hanks, D. Cllr Ms S Rouse

Visitors: two visitors

### **Public Question Time prior to the formal meeting;**

A visitor, Mr B Ashley, addressed the council on his plans to develop the Fox and Hounds public house at Lulsley. The Chair noted that although the council would be interested in the progress of this project, it could not comment until a formal planning application had been made to the District Council and a response requested by MHDC.

### **Reports:**

C.Cllr Ms K Hanks in her absence had sent a report (*see appendix -a*) covering current WCC activities.

District Cllr P Whatley reported on the activities of the MHDC noting the South Worcestershire Development Plan, the District Council 5-year land supply, and grants for 'Warm Spaces'.

The Tree Warden reported on his discussion on overhanging tree branches with a resident of an adjacent property to the Jubilee Plantation. (The clerk was asked to respond formally to the landowner's request.). He confirmed the status of four oak trees on the new Clay Green Farm development as being under Tree protection Orders. He asked if the council would still go ahead with the planting of six apple trees on Clay Green. This was confirmed. The clerk would order the trees as soon as possible.

The formal meeting commenced at 19:37hrs

### **Agenda**

#### **1.**

##### **Members' Apologies for absence**

None

#### **2.**

##### **Members' Declarations of Interest**

None

#### **3.**

##### **Confirm the minutes of the last meeting held on Thursday 27<sup>th</sup> October 2022 (*circulated in advance*)**

These were agreed as a true record and signed by the Chair.

#### **4.**

##### **Financial Matters**

a) Note the Financial Statement of the year to end October. (*circulated in advance*) and establish a committee to consider the budget and precept for 2023-4 to report at the next meeting.

These were noted with the request for the yr-end balance to be added and also projected costs for the 2023 council election. The committee would meet at 19:00hrs on Tuesday 10<sup>th</sup> January 2023 in the Village Hall meeting room.

b) Confirm the purchase and installation of a Littlethorpe Bus Shelter on council-owned land at Clay Green to replace a previous structure destroyed by fire, at a cost of £7872.00 + vat (*details circulated in advance*)

The clerk advised that he had not yet received a revised quotation from the supplier. It was agreed that subject to a similar cost to the initial quotation the order could be placed before the next council meeting.

c) Note the following payments made under the 'Delegated Action' procedure since the last meeting.

04/11/2022 Claire Davies – War Memorial Plants etc £42.90 - Noted

13/11/2022 R Wilks – Lengthsman, October, £216.00 inc vat - Noted

d) Note Bank Acc at 30/11/22 - £29291.90 - Noted

e) Note and agree – NALC- negotiated clerk's salary from April 2022 - £14.75/hr = £383.50/month. Noted and agreed.

#### **5.**

##### **Planning and Environmental Matters;**

a) Consider the implications of a serious Road Traffic Incident on 10<sup>th</sup> November evening, which closed the road from lower Alfrick Pound to Stitchens Hill. A 'Hightop Van' collided with part of the tree canopy and caused injuries to the occupants and serious damage to the vehicle.

The Chair led a discussion on this and the the problems of roadside trees intruding onto the highway.

The clerk was asked to press Cllr Ms K Hanks for action by the County Council Highways dept to resolve the matter of the overhanging trees along this stretch of road which had been neglected by the land owner concerned.

b) Consider what can be done to improve the Mobile Phone Coverage around the parish.  
Cllr T Clarke recounted a recent incident at the Fox and Hounds Lulsley where a lack of mobile phone coverage could have proved serious for a customer who had collapsed. He would be writing to Ms H Baldwin MP about this.  
The discussion widened to include the problems of accessing public defibrillators if mobile phone signals were unavailable.  
The Chair asked members to provide details of areas with poor signal strength to enable a comprehensive map to be produced to assist further action on this matter.

**6.  
New Tennis Court - S106 funded project.**

Review the draft proposed lease for the land at the rear of the Village Hall and a 'Side Letter' referring to the 'build phase' received from the V/Hall committee. *(circulated in advance)*  
Cllr R Ashton had circulated a revision of the circulated documents taking into account the expected length of the lease. (99 yrs). It was agreed to send this to the Village Hall Committee with a request for them to prepare the lease on this basis. *See appendix -b*

**7.  
Arrangements for Alfrick and Lulsley Horticultural Show committee's use of the Council's Playing Field.**

Review a draft procedure/requirement schedule *(circulated in advance)*  
This was discussed at length. The clerk was requested to prepare a final document based on the points raised for circulation to members prior to the next meeting when a final decision would be made.

**8.  
Clerk's Report - Correspondence received and Actions from the previous meeting.**

The clerk drew members' attention to the latest data from the new VAS vehicle speed recorder. The Chair asked that these were shared with the local police team.  
He reported that he had been unable to sell the old (10yr) VAS device for £400, it now languished at Suckley and was not working due, it was thought, to a flat battery.  
He suggested a sale might be agreed with Suckley PC based on a value of £200 (50% to each council) and he was asked to see if this could be agreed.

**9.  
Items for the next meeting**

- a) Precept 2023-24
- b) On-going items 5, b 6 and 7 above.

**10.  
Confirm the date of the next meeting: January 26<sup>th</sup> 2023 at 7pm**  
Agreed.

The meeting closed at 21:00 hrs.

Minutes confirmed..... 26/01/2023

## **Report to Alfrick and Lulsley Parish Council 24.22.2022**

### **Yellow Weather warning information:**

Weather warnings are in place across the county today.

Until then, all gully emptiers have been diverted from their scheduled work to ensure that we can respond to any incidents on the network. We also have tree contractors on standby if the wind picks up.

x1 Gully Emptier on standby

Current Highways Duty Manager:

Peter Ashcroft - 07792 624192

Gully emptying: x1 additional gully emptier

Tree contractors: On standby

### **Out of hours help number:**

Worcester City & Malvern Hills

07875 033759

### **Grit Bin:**

The damaged Grit Bin opposite Whitehouse Lane was replaced this week on 22<sup>nd</sup> November 2022.

### **Response to Road Traffic Incident caused by a collision with a tree canopy:**

I am grateful to Councillor Barbara Prodger for the photographs and locations of overhanging trees around Alfrick Pond and Stichens Hill. An inspection is booked and should take place in the next 2-3 weeks. I am grateful for contact information for landowners contact details. Highways should be able to react if there are safety issues, regardless.

### **Re. Parish Council Request to extend the 30 miles per hour speed limit:**

30mph on the road from Alfrick Pound to Alfrick and Suckley Road past the Knapp Nature Reserve and on to Stichins Hill. The highways Safety Team are waiting for Police Data to be returned and considered.

### **Whitehouse Lane:**

The whole section of carriageway has been identified as a section to be surface dressed. The marks identified on site are for pre surface dressing structural patches in order for full surface dressing to take place next year.

### **County Council Boundary Review:**

I have submitted my first feedback.

*Councillor Karen Hanks*

**Parish Council of Alfrick and Lulsley**

**Heads of agreement**

**Public Tennis Court- Lease**

1. This lease is to be made between Alfrick Village Hall (“the landlord”) and Alfrick and Lulsley Parish Council (“the tenant”).
2. **The purpose is to build and run a new tennis court utilising S106 funds made available from the Clay Green Farm development.**
3. The tenant to have exclusive use of the area ~~currently occupied by the old tennis court leased to the Alfrick and Lulsley Tennis Club together with such land is necessary to provide a full size tennis court unimpeded by the intrusion of the hall building together with the land, trees and hedges surrounding the court as designated on the site map produced by Grimshaw Group.~~
4. The lease is not be assigned to any other body.
5. ~~The tenant may appoint under their control a group to manage the day to day operation of the court including the security of the court, taking of bookings and payments.~~
6. The tenant will ensure that at all times there is adequate insurance in place and to demonstrate this to the landlord upon request.
7. The landlord will not accept any claims arising from the existence or operation of the facility.
8. The tenant will be responsible for the maintenance and repair and upkeep of the court, the land and the hedges as outlined in the map.
9. ~~The tenant recognizes that the court and the land on which it is situated remains at all time the property of the landlord.~~
10. ~~The court may be open for use between such hours that are agreed.~~
11. The length of the lease is to be 99 years and subject to an annual rent of £100. The landlord reserves the right to terminate the lease but covenants not to exercise this right unless the tenant fails to pay the rent or fails to observe the terms of the lease.
12. In the event that the lease is not renewed then the court and the designated land reverts to the landlord.
13. ~~The tenant agrees to keep the court in a clean and tidy condition and that it's use will not cause annoyance to neighbouring occupiers.~~
14. The tenant will pay the landlords reasonable legal costs plus VAT together with any associated costs incurred with the granting of the lease.
15. ~~For the project to proceed the existing lease to Alfrick and Lulsley Tennis Club will need to be terminated. The tennis club have indicated their willingness to accept this arrangement.~~
16. The landlord covenants provided the tenant complies with the ~~the~~ terms of the lease that the tenant shall have full and unimpeded use of the public access court and the designated area surrounding it.
17. Users of the tennis court will be granted the right to park cars on the village hall car park during their use of the court.

**TENNIS COURT BUILD PHASE SIDE LETTER**

This side letter records the agreements made between Alfrick & Lulsley Village Hall (“the landlord”) and Alfrick & Lulsley Parish Council (“the tenant”) which will apply during the reconstruction of the tennis court – the build phase.

1. Prior to any construction commencing the tenant shall commission a ground survey of the site with specific attention to the precise location of the drainage pipes, the buried electrical supply cables and the ground surface levels. A copy of the survey to be made available to the Landlord.
2. Based on the results of this survey a fully scaled plan should be drawn up showing the exact extent of the tennis court with a fixed datum point to work from. A copy of this plan to be given to the landlord for approval prior to the commencement of any work. This plan to be signed by both parties prior to work commencing.
3. ~~The tennis court should be clear of the existing hall structure ( i.e. the committee room ) which will mean losing a section of the existing court nearest the car park, the hard surface of this disused area to be left in place.~~ There should be sufficient space between the end of the hall building and the end of the tennis court to allow a person to pass through and to facilitate the external maintenance of the village hall.
4. ~~The perimeter of the tennis court to be fenced securely using heavy duty wire fencing of a colour that blends in with the surroundings.~~ The height of the fencing to be sufficient to prevent damage to the village hall windows from tennis balls or similar. ~~The perimeter fencing to contain a gate.~~
5. During the construction, the contractors must be fully independent of the village hall services.

6. The contractors should make a clear plan for safety measures during the site working and must abide by any restrictions set on times of working. They must also show that they are fully insured for the work to be carried out.
7. ~~Any heavy machinery and specifically tracked vehicles such as excavators, must be brought on to the grassed area at the rear of the hall on transport having normal road tyres.~~ Any damage to the village hall car parks or land must be restored to its original condition. No contractors' vehicles to be parked on the village hall car park. It should be noted that there is a drain cover set into the tarmac by the "IN" entrance to the car park. This cover is rated for use in a commercial car park ~~and although it will withstand vehicle weights such as those of rubbish collection trucks,~~ it is not rated for heavy lorries. In such circumstances steps should be taken to protect the cover and prevent the passage of such vehicles over it.
8. ~~The builders' compound to be situated on the playing field.~~
9. ~~Any additional structures, benches and tables etc. must be agreed with the village hall.~~
10. On completion of the work the site should be left in a clean and tidy condition, with all debris removed to the satisfaction of the landlord

*Geoffrey M Brewin 25/11/22*