

**Minutes of the Meeting of Belbroughton Parish Council held in Jubilee Room Belbroughton Recreation Centre on Monday 2<sup>nd</sup> March 2015.**

**Present:** Cllrs. D Roberts (Chair), J Bradley, I Dalziel, A Hood, A Ince, T Jones, A Mabbett, P Margetts, Dr R Morgan, S Pawley, C Scurrrell, and P Shotton

In attendance: J Farrell Clerk. County Cllr. R Jenkins & District Cllr. J Boswell  
5 members of the public also attended.

**093/15 Apologies** None.

**094/15 Members Declarations of Interest.** None.

**095/15 Dispensations.** None requested.

The Meeting was adjourned for members of the public to speak on any matter of concern relating to the agenda or for future discussion.

**096/15** The meeting was re-opened and the minutes of the Council meeting 2<sup>nd</sup> February 2015 were approved and signed by the chairman. Cllr. Margetts who was absent from the Council 16<sup>th</sup> February 2015 requested that minute 017/15 from the meeting 16<sup>th</sup> February 2015 was expanded to record the reason for the decision. The chairman advised that the decision was carried by the council following him informing council that matters had moved forward sufficiently with the lawyer and the Developer to enable further actions to be considered and that Council was content to deal with the matter. The minutes of the meeting 16<sup>th</sup> February 2015 were then approved and signed by the chairman.

**097/15 Reports**

*Chairman's Report:* No Report

*Planning Committee:* Council noted the minutes of the committee meeting on 16<sup>th</sup> February 2015

*Finance Committee:* Cllr. Bradley advised that recommendations from the committee would be addressed on later agenda items. Council noted the minutes of the committee meeting on 16<sup>th</sup> February 2015.

*Clerk's Report:* Ward Members Funds - Cllr. J. Boswell has allocated all of her funds of £1,155 for use by the Parish Council. Cllr. M Sherry will allocate her funds for use by Clent Parish Council. Funds under this scheme been requested from Cllr Boswell for the WW1 commemoration trees, their purchase and installation and the purchase of the plaque. Belbroughton Recreation Centre remain to put in their invoice for drainage works to enable that funding request to be processed.

Sylvester's Corner - Whiting Landscapes have advised that they intend to supply and plant the hawthorn tree on Thursday 5<sup>th</sup> March.

Tree surgeons whom removed the Sorbus tree have been requested to return to the site and attend to the incorrect pruning of one of the lime trees.

Parish Council - Change of name - Claire Felton Bromsgrove District Council Head of Legal, Equalities and Democratic Services has advised of the procedures enabling a change of parish council name under sec 75 of LGA 1972. A formal resolution with the reasons for seeking such would need to be considered by the council in due course. Cllr. Scurrrell requested that this be considered at the next Council.

**Action:** the clerk to place the change of name onto the next council agenda.

Correspondence had been received from Peter Rowbottam petitioner for New Homes Bonus funds confirming the recent District Council decision on release of funds from the scheme.

*District Cllr. Boswell:* Confirmed that she would be applying for monies from her Ward Members Fund to assist the parish council and felt the two projects were very worthy.

*County Cllr. Jenkins:* Informed that the County budget had been set and that the council tax would be increased by 1.94% .

She sought further promotional support for the Clent Dial a Ride community bus scheme. This requires more registrations to ensure that it will operate. It is set to run on Tuesday and Thursday 10.00am to 2.00pm with return fares of £4. It is available to all within her County Council ward. Council agreed to assist further with placing promotional posters.

**Action:** The clerk will liaise with her regarding promotional poster display and possible banners display.

She would aim to attend a meeting on the County Minerals Plan on 6<sup>th</sup> March 2015 at Bromsgrove District Council.

Cllr. Green joined the meeting.

#### **098/15 Sylvester's Corner**

Council deferred a decision on the request by Western Power to re-site an electricity supply pole from a resident's property onto the parish council owned land. It had received a letter of objection from a resident and it was agreed that it would seek comments on the proposed re-siting from other residents in the immediate vicinity. In addition clarity would be sought from Western Power both as to why they could not enter into a joint use agreement with B.T. who had an existing pole on the site and if underground cabling was possible.

**Actions:** Cllr. Pawley would seek the residents' opinions and report back to a future council. The clerk will contact Western Power to seek comments on the joint use of the B.T. pole and the underground cabling option.

Council approved further minor pruning of the tree which was shading the adjacent property's conservatory. This work had been agreed by the District Council Tree Officer as being covered under the current tree decision notice held dated 17<sup>th</sup> February 2014.

**Action:** The clerk will instruct a tree surgeon.

#### **099/15 Fairfield Recreation Ground**

Cllr. Jones advised council of the recent meeting with Fiona Mackintosh of North Worcestershire Water Management attended by himself and Cllrs. Green, Scurrall and the clerk, her summary had been previously circulated to members. While she would investigate the option of water being directed and drained towards neighbouring farmland this would depend upon the ditches available themselves having an adequate capacity and outlet. Outflow of water into County Council drains in Stourbridge Rd had been refused by the County on the basis of inadequate capacity in the system. Ms Mackintosh had suggested a raising of the footpath, creation of a bund and a swale could improve the situation. Council agreed to seek costings for this suggestion.

**Action:** The clerk will source tenders for the work.

**22.**

### **100/15 County Minerals Plan**

Cllr. Hood advised council of the meeting he attended 20<sup>th</sup> February at the district council when he ascertained that three potential sites for further quarrying activity within the parish were apparently being considered for inclusion in the County Council Minerals Plan - Chadwich Lane Quarry Extension (Deepening), Chadwich Lane East (new site), Wildmoor Quarry (Extension). A further meeting is set for 6<sup>th</sup> March at the district council to assess the consultation procedures the County requires to undertake.

Council approved writing a letter objecting to the potential selection of these sites with copies to be sent to the County councillors.

**Actions:** The Clerk will send the letter of objection.

Cllrs. Hood, Jones and Scurrrell would attend the 6<sup>th</sup> March meeting and report back to a future council.

### **101/15 Parish Grass Cutting and Gardeners**

Cllr. Bradley detailed the Finance committee's recommendations, set out in the minutes of the meeting of 16<sup>th</sup> February. Council approved the recommendations of the Committee. The Council will use Greenaway's of Bromsgrove for the grass cutting contracts and renew the arrangements with the two parish gardeners James Callaghan and Bernard Edwards for 2015. The gardeners' hours would be increased to 8 hours and 6 hours respectively and the hourly pay rate increased by 5%.

**Actions:** The clerk will issue contracts to Greenaways and the two gardeners for 2015.

Cllr. Dalziel will act as the point of contact for James Callaghan.

Fairfield Cllrs. generally will be the point of contact for Bernard Edwards.

### **102/15 Parish Room Belbroughton**

Cllr. Bradley detailed the Finance Committee's recommendations, set out in the minutes of the meeting of 16<sup>th</sup> February concerning the arrears in payments. He confirmed that he had met the tenant and that she was confident that arrears would be cleared shortly. The clerk advised that he had written to the tenant as requested by the Finance Committee and that the February rent had now been paid but not the funds due for the insurance premium or the rent deposit. Council requested that the Finance Committee monitor the position and refer back to the next Council.

**Actions:** The clerk to advise the Finance Committee of the ongoing position.

### **103/15 The Green Belbroughton**

The Chairman informed the Council that the Heads of Terms had now been signed and that these were also signed and thus agreed to by the Developer. The Deed of Easement would now be prepared by the Council's solicitor to which would be attached plans of the site that satisfied the council's legal advisers and council officers.

The Heads of Terms would be attached to the minutes:-

## **HEADS OF TERMS**

### **Relating to Grant of Rights at**

### **Land adjoining to and land known as The Green, Belbroughton**

**GRANTOR:** *Belbroughton Parish Council*

**GRANTEE:** *Rowanmoor Trustees Limited (Co No 01848413) and Paul Mason as trustees of the Acme Jewellery Limited Retirement Benefits Scheme of 2 Belmont House, Deakins Business Park, Egerton, Bolton, BL7 9RP*

- (A) *The Grantor intends to grant to the Grantee land rights on the following heads of terms. These heads of terms are not intended to create any legally binding obligations save where expressly stated. They are subject to contract. The parties intend to enter into a formally binding Deed of Easement.*
- (B) *The documentation for the proposed transaction may contain further terms as may require, including additional terms on matters that are covered in this document.*

#### **1. PROPERTY**

*The Grantor's Property is shown edged red on the Plan.*

*The Grantee's Property is shown edged blue on the Plan.*

#### **2. RIGHTS**

2.1 *The Grantor shall grant to the Grantee and their successors in title being the owners and occupiers of the Grantee's Property the following rights (hereafter the "Rights"):*

- (a) *The right to enter so much of the Grantor's Property as may be reasonably necessary in order to remove the trees identified for removal in the Tree Preservation Order ref: TPO14/009 and all vegetation within a one metre strip alongside the boundary marked C to D on the Plan PROVIDED that the Grantee shall remove all tree stumps (including existing tree stumps near to the boundary line).*
- (b) *The right to enter so much of the Grantor's Property as may be reasonably necessary in order to install, construct and lay a pathway between the positions marked A and B on the Plan the approximate position of which is shown coloured green on the Plan PROVIDED that such path shall be constructed as specified in the annexed Specification (being a specification the Local Authority confirms is of adoptable Highway Standard and agreed to by the Conservation Officer)*
- (c) *The right to enter such part of the Grantor's Property as may be reasonably necessary in order to install and lay a drainage pipe of 200mm diameter the approximate position of which is shown on Plan 2 with a brown line PROVIDED that such drain is laid in accordance with the specifications of Severn Trent.*

#### **3. CONSIDERATION**

3.1 *The consideration payable for the Rights set out in 2.1(a) and (b) shall be £15,000 payable on the completion of the Deed of Easement together with the Grantee's Obligations set out herein.*

3.2 *The consideration payable for the rights set out in 2.1(c) shall be £5,000 payable on the completion of the Deed of Easement. Upon the exercise of such rights set out in 2.1(c) the Grantee shall pay a further sum (if payable) within 14 days of the exercise of such rights being a sum equivalent to 50% of the cost saving made by the Grantee through running the drainage pipe through the Grantor's Property as opposed to running a drainage system meeting Severn Trent specification requirements from the Grantee's Property on to Hartle Lane or such other reasonable viable scheme the Grantee puts forward to the extent the cost saving exceeds £10,000.*

3.3 *The Grantee shall pay to the Grantor a capped contribution of £250 plus vat in relation to the surveyor's costs the Council incur reviewing the documentation supplied to evidence cost savings referred to in clause 3.2*

3.4 *In the event that the parties cannot agree the cost savings set out in clause 3.2 the parties shall refer the matter to an independent surveyor to determine as Expert.*

#### **4. GRANTEE'S OBLIGATIONS**

4.1 *In consideration of the Grantor granting the Rights the Grantee shall covenant and undertake to:*

- (a) *Make good all damage caused as a result of the exercise of the Rights;*
- (b) *Ensure that all works undertaken in the exercise of the Rights is in compliance with all statutes and at the Grantee's risk;*
- (c) *To install fencing along the boundary between the Grantor's Property and the Grantee's Property to a design and specification as set out in the planning permission under which the development is permitted or such other specification the Grantee may require as previously approved by the Grantor (such consent not to be unreasonably withheld or delayed);*
- (d) *To procure that a pathway of adoptable standard is laid on the Grantee's Property between points A and B on the Plan to provide access from the Grantor's Property and to ensure that such accessway is not gated but shall include such provisions as the Grantor's reasonably require to ensure cyclists dismount;*
- (e) *During construction to keep erected a suitable construction fence along the boundary;*
- (f) *The parties shall agree and declare in the Deed of Easement the boundary position being the position marked on the ground with marker line. The Grantee shall also procure that a plan is prepared and attached to the Deed of Easement showing the boundary line with measured points of reference;*
- (g) *To ensure that the works required in relation to the Rights set out in 2.1(b) & 2.1(c) are completed by 30<sup>th</sup> June 2016 and no works are undertaken during the final two weeks of September 2015;*
- (h) *To ensure that the works required in relation to the Rights set out in 2.1(c) are completed within 6 weeks;*
- (i) *To procure that on each and every sale off the transfer contains covenants not to cause a legal nuisance to the owner and users of the Grantor's Property and not to materially change the external appearance of the front elevation of the dwellinghouses facing the Grantor's Property once constructed without the consent of the Grantor such consent not to be unreasonably withheld (and for the avoidance of doubt such consent shall be deemed provided where the parties can demonstrate that on the assumption the property was located within a Conservation Area such alteration would be acceptable); and*
- (j) *Pay for the reasonable cost of the tree replanting and screening required under the TPO14/009 such costs to be capped at £1500 plus vat.*

#### **5. GRANTOR'S OBLIGATIONS**

5.1 *In consideration of the consideration made the Grantor's shall agree to enter into a restrictive covenant not to allow any vegetation within a two metre strip along the boundary marked C to D to grow in excess of one metre high.*

#### **6. EXCHANGE AND COMPLETION**

6.1 *The parties will endeavour to complete the Deed of Easement by 3<sup>rd</sup> March 2015.*

#### **7. COSTS**

*This clause will be legally binding from the date hereof, the Grantee will pay a contribution of £6,000 (Grantor to pay and claim back VAT) to the Grantor in respect of their legal costs in connection with this transaction and £1000 plus VAT to the Grantor on account of the Grantor's surveyors costs. The Grantee will provide sufficient funds to their solicitors within 14 days from the date hereof to enable the solicitors to provide a legal undertaking.*

#### **8. CONVEYANCER**

8.1 *The Grantor's conveyancer is MFG Solicitors LLP, Adam House, Birmingham Road, Kidderminster, Worcestershire, DY10 2SH for the attention of Sarah Astbury.*

8.2 *The Grantee's conveyancer is Wall James and Chappell Solicitors for the attention of Ruth Latham.*

Signed by .....

*Chairman Councillor Dave Roberts*

And .....

*Chairman of the Finance Committee James Bradley*

**For and on behalf of Grantor**

Signed by .....

*Paul Julian Mason*

.....

*Carole Jane Mason*

and

.....

Name:

*On behalf of Rowanmoor Trustees Limited*

**For and on behalf of Grantee**

Dated.....2015

Unapproved



Council agreed to place marker posts a three metre distance from the boundary and request that the developer acknowledges the position of these and thus confirm the actual boundary line prior to the Deed of Easement being entered into by the Council. Such actions were felt necessary to preserve a visual and suitably documented record during both the tree felling, stump and root removal processes and the buildings works on the adjacent site.

**Actions:** Cllrs. Hood and Margetts to attend to the placing of the stakes and the clerk to request the acknowledgement of the Developer once these are in place.

Council officers: Cllrs. Roberts, Bradley and the clerk to liaise with the council solicitor on drawing up the Deed of Easement terms and attached plans.

Cllr. Ince left the meeting.

#### **104/15 Streetlights**

Council noted that the County Council had quoted approximate costs of £2,000 each for the replacement of two lights being considered in Belbroughton. This cost was exclusive of any costs that may be associated with the works that may be necessary to the properties involved. Council approved the replacement of light point 9 on the corner of Church Road and Church Hill with the intention it would be relocated on the school side of the entrance to the church hall.

**Action:** the clerk to liaise with the resident and WCC to assess logistics of the replacement.

Council noted a report from the County detailing the types of the bulbs in the parish streetlights. 27 of these were 80w Mercury bulbs which are not now replaceable when they fail. The County advise that these would cost £300 each to replace with new fitments and L.E.D. bulbs. The County had suggested that the council replace some of these bulbs before they failed. Council declined commissioning any replacements until a working group had been formed by the new Council in May which would assess the council's ongoing streetlighting policy.

**Action:** the clerk to place setting up of a streetlighting working group on the Council's agenda for May 2015.

#### **105/15 Police and Community Forum**

Council noted an invitation from Superintendent Baker to attend a forum on 9<sup>th</sup> March at Bromsgrove District Council and would send representatives.

**Action:** Cllrs. Jones, Margetts and, Roberts along with the clerk would attend the forum.

#### **106/15 Annual Parish Meeting**

The Chairman advised Council that the meeting on Monday 30<sup>th</sup> March would adopt a similar format to 2014. Speakers were confirmed from Crafterie Belbroughton, Wildmoor Residents Association, Belbroughton Horticultural Society and the Dial a Ride scheme and the Fairfield W.I. The footpath wardens Paul and Lynne Hardcastle would regrettably be on holiday but would supply a written report. The Chairman will also inform residents seek comments on the proposed change of name of the parish council to Belbroughton and Fairfield Parish Council.

28.



**107/15 Planning Applications**

Council was generally content with its procedures in dealing with applications, but would seek input from the District Council’s planning department on notification processes to be followed to engage with the general public.

**Action:** the clerk to request a visit from a B.D.C. planning officer to attend the June Planning Committee meeting.

**108/15 Council Minutes**

Council decided to detail action points on the future minutes of Council meetings.

**109/15 Councillor Items**

Cllr. Hood informed Council that the speed warning sign in Bell Heath had at last been repaired and re-installed.

Cllr. Pawley informed Council that the ‘cul de sac’ road sign at Pinchers Close had been installed.

Cllr. Pawley advised of large amounts of litter at Hollies Hill, this was a District Council issue.

**Action:** the clerk would contact BDC at the Dolphin Centre.

Cllr. Mabbett requested that a discussion on traffic calming on Stourbridge Road Fairfield was placed on the next agenda.

Cllr. Margetts advised that contractors for Severn Trent had still not repaired the grassed areas at Woodgate Way Belbroughton.

**Action:** the clerk would chase S.T. again.

Cllr. Margetts requested that the removal of a telephone box at Yew Tree Avenue and the mess left by B.T. should be discussed and thus placed on the next council agenda.

**Action:** the clerk to add to agenda items for April Council.

Cllr. Dalziel advised council that the owners of the coffee shop in High Street Belbroughton had applied to the District Council for a licence to retail alcohol.

Cllr. Roberts wished to thank Cllr. Dalziel for removing litter that had accumulated in woodland along Holy Cross Lane Belbroughton.

Council agreed to a residents request to discuss on a future agenda dog fouling on The Green, Belbroughton and the condition of bus shelters in Belbroughton especially at Yew Tree Avenue, Belbroughton.

The Meeting was closed at 9.40 p.m.

Signed ..... Chairman