

**CURRY MALLET PARISH COUNCIL
ORDINARY MEETING OF THE PARISH COUNCIL**

**Minutes of the meeting of Curry Mallet Parish Council
held on July 9th 2018, in the Curry Mallet and Beercrocombe Village Hall, Curry Mallet.**

Present: Mr P McKeown (Chairman), Mr R J Allard, Mr D R Beck, Mr G K Townrow.

In Attendance: Brian Reeves (Medical Device Technician) and Anna Smith (Asist. Community Responder for Somerset)

1652. Public Participation Time. Confined to discussion re South West Ambulance Service's defibrillator supply & maintenance package (min. 1622.2 refers).

1653. To Receive Reports from the District and County Councillors on items that may be of interest. None received

1654. Declarations of Interest. No new interests declared.

1655. Apologies and reasons for absence.

Received from Cllr Tim Frazer (on holiday) and Cllr Clare Aparicio-Paul (other commitments).

1656. Minutes of previous meeting.

The minutes (draft V3) of the meeting held on June 11th 2018, were approved *nem con*, and each page was duly signed by the Chairman as being an accurate record of proceedings.

1657. Matters of report arising from previous meetings.

1472 – Lloyds Bank. The Clerk reported that Unity Trust Bank provided a more effective facility for BACS transfers, whereby the Clerk (having 'delegate' status) would set up payments to be authorised by two signatory councillors, - thereby conforming to the statutory legal requirements governing the financial transactions of parish councils. SALC had advised that Unity provide a robust and effective banking service, suited to the requirements of parish councils. The cost of operating each bank account with Unity would equate to £72.00 per annum, and there was no facility to accrue interest from any of their accounts. Unity would provide a cheque book and they operated a 24 hour internet and telephone banking service. It was agreed in principle to open an account with Unity Trust bank and to transfer an appropriate amount (eg. £5,000) from the Council's business account with Lloyds Bank in order to effect payment of initial invoices for the Play Area equipment. The Clerk would progress the opening of an account with Unity. Mr Townrow proposed that the Lloyds business account be run in tandem with the new Unity account until such time as the Council was satisfied that Unity was providing an effective banking service. Thereafter, the Council would decide whether to close the Lloyds business account and transfer the balance to the Unity account. The Magna Carta 800 account, also held at Lloyds (renamed as Curry Mallet Maintenance Fund), would accrue interest and be retained for the purposes of creating a 'sinking fund' for replacement of the play equipment at the end of its working life.

1621.1 – Clerk's Induction Programme. The Clerk would confirm formally to CMPC her willingness to 'opt out' of pension provision for this employment, and would also contact her house insurers to set out the specified parameters for her working from home. Mr Townrow to incorporate this pension 'opt-out' status in re-drafted Terms & Conditions for the Clerk's Contract of Employment, prior to its signing. Clarification would be sought from Mr Frazer regarding his completion and return to the Pensions Regulator of the Council's Declaration of Compliance.

Mr McKeown would chase Lloyd's Bank to progress the application process for getting the Clerk registered as a 'Delegate'; a letter of consent for the bank could then be authorised at the next meeting of the Council to set up monthly salary payments via standing order.

1622.2 – Installation of a defibrillator outside the Village Hall. Anna Smith (Assistant Community Responder for Somerset) delivered a talk regarding the importance of defibrillators and their accessibility within the community, as well as summarising the package offered by South West Ambulance Service. The survival rate for a person who suffered a cardiac arrest remote from a hospital had been estimated at 6%; with the assistance of a defibrillator, this increased to 16%. The Service actively discouraged the placing of a defibrillator within a lockable cabinet, due to the additional time, and added complication, the process of unlocking the storage unit to access the device, can cause. The package administered by Anna, on behalf of the South West Ambulance Service, would include: defibrillator unit, all maintenance of the device and replacement of parts, unlocked cabinet (including replacement of defibrillator

within 24 hours if stolen, provided police have been notified and crime number received), yearly training for members of the community, welfare visiting for anyone distressed after use of the equipment in an emergency situation, instruction sign and green triangle sign. The Contract was for a 4-year period, at a total cost of £1,800 (plus VAT), payable in advance as a lump sum. Anna would be the direct point of contact for any issues and queries (via phone and email). To source the device independently, the individual costs would be (approximately): Defibrillator = £1,000, Cabinet = £800 - £1,200, Batteries = £200 (4 year lifespan), Pads = £45 - £120. CRISP (Community Resilience in Somerset Partnership) would potentially provide a grant for 50% of the initial £1,800 cost. The device would require a small amount of electricity. Anna Smith agreed to email a copy of the package details and breakdown of price.

1637 - Purchase of pickers (for local volunteer use) from SSDC Streetscene. Two pickers at cost of £8.21 each (+ VAT) had been ordered, as a trial for general suitability.

1646.3 - Chapel House, Overgrown Burial Area. The private trustees of South West Baptist Church had written to the (then) owner in 2005, advising of their responsibility for upkeep and maintenance of the two burial areas, but to little avail. Mr Allard advised the title deeds for Chapel House should have incorporated this planning approval 'Condition', and proposed a land registry search to the cost of £3.00, be undertaken. Members agreed unanimously. Mr Allard would progress (*done, July 10th*). Additionally, Mr McKeown would liaise with SSDC Planning to obtain a copy of the original planning consent for the 'change of use' to residential dwelling and setting out the Conditions thereto, in order to obtain definitive proof that maintenance of the burial areas lay solely with the owner(s) of Chapel House. It was reiterated that CMPC had neither responsibility for maintaining the grave areas nor any right of access over private land for such purposes. Once the legal position had been clarified, both the current owner(s) of the Chapel House and the Pope's Cross relatives of the deceased would be notified.

1658. Village Hall Lease Renewal.

- 1. Indemnity Covered by Trust Deed and Review of Draft Lease.** Rachel Saltonstall (SSDC Solicitor) had clarified several points per her email of June 27th; - there was no requirement for leases to run back to back, and there was no requirement for signatures on the lease to be dated, completion date being considered self-explanatory as evidenced by the date on the front cover of the lease. Change of Clerk, and associated correspondence address, had been incorporated. It was agreed that Rachel's suggestion of using the hall address for correspondence was inappropriate. Rachel's concerns regarding enforceability of the Trust Deed's indemnity were noted to pertain to a sudden dissolution (as had occurred in June 2015) of the Hall Committee (as Managing Trustee) rather than to any financial or legal liability reverting to the Council (as Custodian Trustee) due to mismanagement or malfeasance on the part of the Hall Committee. Mr Townrow noted the April 18th advice of Robert Horn (Community Council for Somerset) that, in such circumstances of failure by the Managing Trustee, then the Charity Commission (responsible for compliance by registered charities) had invited the local Community Council to intervene to redress and re-constitute the Hall Committee.
- 2. Implementation of Independent Survey.** Mr Allard proposed that the independent survey should be commissioned after the new lease had been finalised and signed. Members agreed unanimously. Mr Allard would make contact with local surveyors in preparation.
- 3. Amended Trust Deed; legal perspective.** Rachel Saltonstall's e:mail had stated she lacked the resources to look through the new Trust Deed in sufficient detail to ensure consistency of its clauses with those enshrined in the lease. Mr Townrow proposed approaching Robert Horn to peruse the document on the Council's behalf. Members unanimously agreed to this course of action.

1659. Village Play Area Project.

- 1. Progress towards Ground Plan, Risk Assessments and Road Safety Measures.** Mr Townrow had completed a ground plan, setting out the exact locations of the equipment, for incorporation in the Lease documentation. A scaled down version would also be placed in the next edition of the parish Newsletter. Mr Beck agreed to liaise with John Matravers of Isle Moor Engineering Ltd. to determine whether he could fabricate a suitable gate, with rising hinges, to address the required safety measures. Mr Allard agreed to obtain risk assessment templates suitable to the hall & play area circumstance. The Clerk would contact BHIB (insurers), the Council's broker, to determine their conditions for insuring the play area/equipment for fire, theft, accidental damage, public liability and personal injury, and to obtain a conceptual quote.

2. **Authorise order placement with Play UK (Playgrounds) Ltd.** Mr Townrow proposed approval in principle of monies up to the sum of £2,000, to Play UK (Playground) Ltd, for the installation of equipment and purchase of matting (as per March 30th e:mailed quotation, min. 1613.2 refers, total cost now £1,814 plus VAT). Members agreed unanimously.
3. **Authorise order placement with Jaams Design.** Mr Townrow proposed approval in principle of monies up to the sum of £3,750, to Jaams Design, for the purchase and carriage of basket swing, 'Big Foot' array and stepping stones (as per quote January 22nd 2018, min. 1546 refers, total cost now £3,672 plus VAT). Members agreed unanimously.
4. **S106 Grant Monies for Play Area Project.** Rob Parr had advised Mr McKeown that orders could now be placed; he would require copies of invoices, once issued, in order to release the £7,333 s106 monies. SSDC would need to be advised of the Council's bank account details to effect the transfer. Mr Allard recommended that consent be obtained from the Duchy Land Steward (Sarah Bird) prior to placing orders, as well as her confirmation for the depositing of excavated spoil along the line of the boundary fence.

1660. Footpaths and Rights of Way Updates.

1. The Stud Farm farmer had cut the grass verges for the Public Right of Way (from bridge on L8/9 to first pedestrian gate nearest Headwell). A letter of thanks would be sent to Mr Osborne for his efforts.
2. A work party of volunteers would be gathered in August to clear the residual stretches of path L8/9 (*done*).
3. The Fivehead resident's request for clearance of path L8/26 along Morrells Lane was noted; as this path was peripheral to Curry Mallet residents' usage and volunteer resources were limited the request had been declined.

1661. Planning. None.

1662. Finance.

The following were approved, and cheques were raised accordingly:

SALC Training Fee (Essential Clerk – Part 2)	£30.00 (no VAT)	chq. 598
Mrs S L Dowell (Clerk's net salary for June 2018)	£117.61 (no VAT)	chq. 599
Mrs S L Dowell (Clerk's net salary for July 2018)	£117.61 (no VAT)	chq. 602
Grant to 'Love Musgrove MRI' (matching community donations)	£100.00 (no VAT)	chq. 600
Mr Peter McKeown (VAT element omitted in error from cheque 589 amount)	£3.04 (VAT only)	chq.601

Dedicated CMPC email address via PC COMMS. Mr McKeown advised the £45.60 per annum cost of setting up and maintaining a dedicated email address for the Council, in order to comply with the new GDPR legislation and for providing continuity for key contacts when changes in Clerk occurred. Mr McKeown proposed instituting this dedicated email address facility via PC Comms, and all other members were in agreement with this proposal.

1663. Annual Return. All relevant paperwork now pinned up on both Noticeboards, and uploaded onto the Curry Mallet Parish website, in order to comply with the legislative requirements of the Transparency Code and the scrutiny of the external Auditor (PKF Littlejohn). The 30 day 'Public Notice' period had commenced on June 25th.

1664. Agree attendance by Councillors to forthcoming meetings & report on meetings attended.

Mr Townrow attended the National Neighbourhood Watch Association's regional meeting, and the SSDC Area North Parishes' meeting in June; Mr McKeown reported that Fibre Optic Broadband was to be installed throughout the parish, "from cabinet to gate", at some date in the future.

Derek Davies (SSDC Assistant Highway Manager) would meet with Mr Townrow, Mr McKeown and the Clerk, on August 8th, to undertake a tour of Curry Mallet and to review outstanding issues of potential import to the parish.

1665. Items of report from members.

As private use of drones had become more prevalent, policies for governing their use on public land, eg. the playing field and the hall grounds, should be formulated. Clerk would investigate with other SLCC members.

Mr Beck reported a deep pot hole on the south side of Headwell Hill, just west of the L8/23 footpath entrance. South Somerset Area Highways would be notified.

Mr Allard reported that ground shrinkage due to the extreme weather conditions had caused large cracks to appear on the school playing field; occurrence had been noted in the Inspection Log Book.

The next meeting of the Parish Council will be held on Monday 10th September, 2018, in the Village Hall at 7.30pm.

SLD / 24/07/18.