

# BELCHAMP WALTER PARISH COUNCIL

The Parish Council meeting was held on Wednesday 4<sup>th</sup> September 2024 at 7:30pm.

## **Present:**

Cllr J Walker (Chair), Cllr A Hogsbjerg, Cllr P Scott, Cllr R Teverson, Cllr M. Winter, Ms J Munro (Parish Clerk)

## **Apologies**

Cllr C Krelle, Cllr E Poels, Dist Cllr I Parker, County Cllr P. Schwier

### **1) To confirm the minutes**

The minutes of the of regular meeting held 26<sup>th</sup> June and the extraordinary meetings held on 22<sup>nd</sup> July and 7<sup>th</sup> August were approved as a correct record.

### **2) Matters Arising**

The Council noted comments received from Cllr Krelle with regards to the minutes of the extraordinary meeting held on 7<sup>th</sup> August. Cllr Krelle had asked that the following comments be included under matters arising:

“1. Under Chair’s Opening Remarks, Councillor Winter stated that it was unhelpful to receive an email relating to the meeting a few hours before the meeting and should be received at least a day in advance. The purpose of the meeting was to discuss the Local Plan in relation to land on Soft Road. The meeting was set on the very day that Braintree District Council released an interactive map showing the exact size and location of the land identified in the Local Plan. Without knowing this information, it would have been impossible to comment on the Local Plan and, therefore, not possible to have sent an email the previous day.

2. Under consideration of the Local Plan, Councillor Winter stated that he thought that members of the Planning Advisory Committee should know the boundary of the village envelope. It is not important that a member of the Planning Advisory Committee knows the precise location of the boundary, but whether, in fact, every planning application in Belchamp Walter under consideration is actually inside or outside the boundary. This indeed was the fact being ascertained.

3. Under Village Hall Lease, the reference to part of Councillor Krelle’s email resulted in his comments potentially being taken out of context. When discussing his email, it should have also included the fact that Councillor Krelle has, as a member of the Village Hall Committee, helped raise considerable funds, which have been used in the maintenance and upkeep of the Village Hall and that he supports the Village Hall Committee continuing this in the future. Without this context it reads that the expectation that all the funding for the maintenance and upkeep of the Village Hall is raised by increasing the precept of the Council Tax. This is not the case.

Councillor Winter disagreed with this approach noting the majority of residents in the village do not use, and have no interest in, the Village Hall and would likely object to such an approach. I object to

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many of the taxes raised by the government and District Council and don't use all the services, but still pay them. As a Parish Councillor, I believe that all parishioners have a responsibility in assisting with the upkeep and maintenance of the Village Hall, which is a village asset."

- 3) **Members to review or present declarations of interest of items on the agenda.**  
Cllr Teverson declared an interest in the Local Plan as it related to the land adjacent to Wait's Farm.
- 4) **County and District Reports**  
Reports received had been circulated to the Council.
- 5) **Opportunity for Parishioners to make statements.**  
None
- 6) **Matters arising:**
  - a) **Village Hall lease (please see Heads of Terms paper)**  
Cllr Walker reported that the Village Hall Committee (VHC) had discussed the Heads of Terms to lease the hall from the Parish Council. She reported that all VHC members understand and support the need for a lease. Cllr Scott had been asked to attend the VHC meeting as, being the drafter of the Heads of Terms, he would be able to address questions the VHC had on the drafting of the document. She noted that VHC members now understand that under the terms of the VHC governing document, the VHC has responsibility for insuring and maintaining the hall. She noted that it was somewhat difficult as there could be a conflict of interest as there are three members of the VHC who are also on the Parish Council.  
  
Cllr Walker stated that one of the concerns of VHC members was whether the lease would change individual VHC members' liability as trustees of the charity. Can the lease contract out the liability as individuals? Ms Munro noted that was a legal question and cautioned Parish Council members from providing an opinion. It was suggested if this continued to be a concern of VHC members, the VHC should seek legal advice.  
  
Cllr Walker stated that another concern of VHC members was whether individuals could be held personally liable for repairs to the building. For example if the roof was damaged in a storm and that was not covered by insurance would VHC members be personally liable? It was noted that if that was a concern the VHC should review the insurance policy to ensure there was adequate insurance coverage.  
  
Cllr Walker reported that the VHC felt a break clause might be appropriate, for example if there weren't enough members of the VHC to continue or if there was no will from villagers to turn up to events to make them viable. Should it be made explicit in the lease that under such a scenario the responsibility for the building would revert to the Parish Council. The Council discussed the matter noting that if the VHC ceased to exist the lease would automatically be terminated and the responsibility would revert to the Council. It also agreed that there would likely be no harm if this was explicit in the lease, should the VHC wish to draft suitable language.

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Cllr Walker reported the VHC had wondered whether the Parish Council would consider giving a regular annual amount to the VHC to help with the necessary work to the building. The VHC had discussed £500 or £1,000 per year as a regular donation. The Council discussed this noting that it had made regular annual donations to both the VHC and the PCC. It had, however, concluded several years ago that rather than making regular annual donations of smaller amounts it preferred to build up funds so that it could make a more substantial donation for a specific project. The Council agreed that this position remained appropriate.

Cllr Walker said that she would take the matters back to the VHC so that they could sign off on a Heads of Terms they were comfortable with.

It was noted that once the Heads of terms were agreed the document will go to a solicitor to have a lease drafted. Any further discussion on the matter would only relate to any legal issues that might arise from the drafting.

### **b) Planning Advisory Committee**

Ms Munro reported that she and Cllr Walker had discussed the working of the Planning Advisory Committee (PAC) to consider whether any amendments should be made to the PAC terms of reference. She noted that under the terms of reference the role and purpose of the PAC is to provide advice to the Council. The terms of reference also call for the PAC:

- To communicate its views on each application to the Council via email
- If it believes that a matter should be discussed by the Council to provide views on why it should be discussed.

Ms Munro noted that this hadn't been happening. It was suggested that the PAC might operate better if it had a chair and presented a written report at each meeting addressing any planning applications received. This report would form part of the Council minutes.

It was agreed that the PAC Terms of Reference should be changed to reflect this revised approach. Cllr Scott was unanimously voted as chair (proposed Cllr Walker, seconded Cllr Winter).

### **c) Planning – Mission Hut and Local Plan**

The Council noted that the Planning Application for development of the Mission Hut site had been withdrawn. It was noted that the applicant's intent is to reapply once issues have been addressed.

The Council discussed the Local Plan for 2041. As part of the review of the Local Plan Braintree District Council undertook a "Call for Sites" Developers, landowners, residents, businesses, parish councils and other stakeholders were invited to put forward suggested sites which might be suitable for many uses including housing. There is one site in Belchamp Walter – land adjacent to Wait's Farm.

The Council discussed the proposed site, with Cllr Teverson recusing himself from the discussion. It was agreed that it was not appropriate to comment on the site without knowing the density of any proposed development. Given the site has not even been accepted for development at this stage, it was agreed the matter should be monitored to determine whether a comment was appropriate in the future.

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d) **Overhanging Vegetation**

Ms Munro reported that she had investigated the overgrown leylandi on Bells Road. She had arranged for the owner of the land to be informed that trees needed to be trimmed as they were encroaching on the road.

It was noted there are other hedges that needed to be trimmed. It was agreed that the major landowner in the area should be reminded about this responsibility.

*Action: Ms Munro*

e) **Signage**

Signage for footpaths and children playing has been received and would be installed.

It was agreed a quote should be obtained for a sign on Temple End. It was agreed the sign should be placed just before the turn off to Belchamp Walter Road. The sign should say "Road floods ahead, if concerned, turn here."

*Action: Ms Munro*

f) **Pond Cleaning**

Ms Munro noted that the reeds in the village pond now covered about 50% of the pond surface and, if not addressed, there would be less clear water next year. She said she had obtained a reasonable quotation to remove as many of the reeds as possible. Depending upon the time it takes the total cost would be £300-400. This amount was significantly less than the quotations that had been received a few years ago. The Council agreed the work should commence.

g) **Playing Field Fence**

Ms Munro reported that the playing field fence had been repaired. It had costs more than the original quote as two more uprights were failing and needed to be repaired.

h) **Church Insurance cost**

Ms Munro reported on a letter of thanks that had been received from the PCC for the donation towards the insurance cost.

i) **Other**

Ms Munro noted that there were two Commonwealth War Graves at St Mary's. One is in the churchyard, administered by the PCC, the other in the cemetery, administered by the Parish Council. The Commonwealth War Graves Commission contacted the PCC to see if they want a sign for the cemetery War Grave. Ideally there should be a sign "War Graves" as opposed to "War Grave." The PCC has a process to approve the sign, which includes obtaining permission from the diocese. For a cemetery the process is simpler and only required Parish Council approval.

The Parish Council unanimously agreed there should be a sign for the war graves. It was noted the sign could be either on the gate or by the walkway up to the church. Both areas are in the cemetery and, therefore, the location of the sign would be at the discretion of the PCC.

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- 7) **Finance.**
- |    |                           |                           |        |
|----|---------------------------|---------------------------|--------|
| i) | Bank Balances. @ 28/08/24 | Community Account         | £903   |
|    |                           | Reserves Account (BPA)    | 11,843 |
|    |                           | Above includes restricted | 122    |
- 8) **Items for next meeting**
- Village hall lease
  - Planning
  - Overgrown hedges