

Eglingham Parish Council

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MINUTES

of the meeting of Eglingham Parish Council held on

23 February 2022 at Eglingham Village Hall

Present: Councillors D Biesterfield (DB - Chair), R Faulkner (RF), J Hamilton (JH), J Lawson (JLa), J Logan (JL),

In Attendance: Clerk – Angela Meek; Lorna Turner, Michael Stafford – South Charlton Village Hall; 2 Residents

11/22	Public Participation – no comments received.
12/22	Apologies for Absence – Aaron Blackmore, Wendy Pattison
13/22	Minutes of the meeting held on 12 January 2022 – the minutes were agreed as an accurate record.
14/22	Declarations of Interest – none declared.
15/22	Matters Arising – none raised.
16/22	Adoption of NALC National Model Standing Orders and Financial Regulations – the item was deferred. Action: Clerk to re-circulate.
17/22	Reports received:
1	Suggestion Boxes: no suggestions had been received.
2	Eglingham Parish County Councillor Report: February's report was noted.
3	Co-option of Parish Council Members: the Parish Council RESOLVED to co-opt to the PC Alyson McGarrigle, Nicky Dickinson and Paul Davies. The Clerk would arrange to send the appropriate forms for completion. Action: Clerk
4	Eglingham Neighbourhood Plan: the PC noted that NCC's comments on the latest draft of the plan had been received by the Steering Group, and a meeting was planned for 7 March. The SEA was awaited, and the statutory consultation period ended on 14 February. AECOM had begun the SEA assessment subject to further response through that consultation. The process was scheduled to be completed by mid-March.
5	PC Projects Spreadsheet: the PC noted and accepted the spreadsheet which was to be completed in relation to all Community Foundation awards by those preparing applications.
6	Local History Project: The PC noted that the Village Boards' project team had met MGH Consultants on 24 January, and provided the information they had collected. A visit was made to each site. All three villages have now submitted their information in digital format. The initial focus will be to agree a concept for the Old Coach House, Eglingham from which a "house style" for all other boards will follow.

Signed CHAIR

Date.....

	<p>The Church Boards' project is progressing according to plan. The new Vicar had recently given her full support for the exhibition in the Ogle Chapel.</p>
7	<p>Biodiversity Project: The PC noted that EcoNorth had reported the surveys of Red Burn, Black Burn, and Washing Pool Burn had been completed. The habitat mapping and write-up was also progressing. There was to be a week's delay due to the bad weather.</p>
8	<p>Broadband Project: The PC noted that following enquiries JL had found that most people he contacted were reasonably happy with their broadband. He would place a paragraph in Hearabouts offering support to any remotely located residents struggling to obtain adequate broadband.</p>
9	<p>Storm Arwen Review by NCC: The PC had received a request from NCC Chairman of the Communities and Place Overview and Scrutiny Committee requesting submissions on the PC's experiences during the storm and the multi-agency response to it. The PC RESOLVED that JL would draft a response and circulate to PC members. Submissions were due to be returned in March. Action: JL</p>
10	<p>Storm Malik: The PC noted the damage caused to a tree on the Community Field during Storm Malik and the emergency action taken by DB and Malcolm Angus. An insurance claim had been made for the work by a tree surgeon (totalling £750) with the PC only liable for the excess of £125. The PC RATIFIED the actions taken by DB.</p>
11	<p>Finger Posts, Footpath Infrastructure & Associated Information: the PC received information about ECA's plans to work with NCC to improve footpath infrastructure and viewpoint seating; and a proposal for ECA to apply for £2000 grant funding for grass cutting on the Community Field, general maintenance work and grant management fee. A proposal was also submitted for the PC to apply for CF funding to refurbish the bus shelter in Eglington.</p> <p>JH requested an item on the next agenda for considering the development of the Community Field via grant funding with the assistance of a consultant as previously raised by the PC in 2019. The PC RESOLVED that DB would request Malcolm Angus to defer the grant application by ECA if it had not already been submitted. Action: DB</p> <p>The PC noted the responses to the consultation with residents about the refurbishment of the bus shelter and the relocation of the litter bin, a clear majority being in favour of relocating the bin. The PC was keen to suggest a solution that sought to address the concerns of those who took a different view and proposed that the narrow panel that used to semi-enclose the shelter be reinstated and the bin be set within its frontage. The bin's aperture would be outside the shelter but accessible for those using it. The PC, by a vote of 4 to 1, RESOLVED to approve the refurbishment of the bus shelter and relocation of the litter bin and authorised DB to make the requisite Community Foundation application for funding (expected to be under £2,000).</p>
12	<p>Viewpoint Seating – discussed under item 17/22/11.</p>

13	<p>Bins at bottom of Tarry – the PC noted that following a site visit it was intended that the enclosure and bins should be on the opposite side of Tarry, and NCC’s comments were awaited. The initial estimate of costs was £885.39.</p>
14	<p>Logging Routes/Heavy Vehicles – deferred</p>
15	<p>North Charlton Defibrillator – the PC noted that an application to the CF for a defibrillator had been submitted in the sum of £3,308 (including VAT).</p>
16	<p>First Aid/Defibrillator Courses – the PC AGREED to combined courses on the use of the AED and general first aid being arranged by JL, who would submit a CF application for £1248. Action: JL</p>
17	<p>Insurance and SCVH Lease - Lorna Turner and Michael Stafford attended the meeting to provide an update on behalf of SCVH on the arrangements for the renewal of the SCVH lease and insurance arrangements and presented their report.</p> <p>This was in the context of the following concerns (which had been conveyed to SCVH over several months): 1. The current lease and the prospective, new lease of the SCVH both require the PC to be the insured; 2. In any event, the protection of the risks assumed by the PC under both leases make it essential that the PC is at least one of the insured in terms of those risks (specialist insurance advice has confirmed that the noting of the PC’s interest on the policy in no way covers the PC’s risk exposure); 3. The PC cannot be expected to sign a lease the terms of which do not protect its interests as Custodian Trustee; 4. That being so, it made no sense for SCVH to exclude the PC from the process of negotiating the new lease terms; and 5. Insofar as SCVH may expect the PC to rely on advice of solicitors appointed by SCVH, those solicitors would have to accept a duty of care to the PC (otherwise the PC could not prudently rely on that advice).</p> <p>LT advised that SCVH agreed the need for partnership working and, while the lease was between the Landlord and the PC, SCVH needed to understand the terms of the lease and its own responsibilities. LT had arranged a meeting with SCVH’s solicitor for 24 February and SCVH requested the PC to agree to give further time to complete investigations so that by the next PC meeting it should be able to move forward in meeting the PC’s concerns. LT stated that should the PC be unwilling to sign a lease which met the landlord’s demands but did not meet the PC’s concerns, then one option would be for SCVH to incorporate enabling it (the registered charity) to itself be the tenant.</p> <p>Discussion took place about the need for insurance to be in the joint names of the PC and SCVH, and for the Lease to take account of the PC’s requirements. The PC indicated that it would have no objection were SCVH to incorporate, if SCVH took the new lease directly from the landlord. However, progress, one way or the other, needed to be fast because the PC’s risk exposure remained unaddressed.</p> <p>The PC agreed by a majority vote that it had both a contractual obligation to insure SCVH and that insuring the risks to which it was exposed was, in any event, essential. It was pointed out to LT and MS that the current lease declares</p>

that the PC holds it in trust for the VH, instructs the PC to insure, and SCVH under the terms of the Schedule was obliged to pay the cost of the insurance. It also set out the terms that govern the relationship between the PC and SCVH. The draft of the new lease still obliged the PC to insure but contained no declaration of trust nor did it set out the terms between the PC and SCVH.

In terms of insurance, the PC had been advised by two reputable insurance brokers that the options were either 1) the PC was added, as an insured party, to the SCVH insurance for property risk, or 2) SCVH removed property risk from its insurance and passed it to the PC to arrange insurance for that risk, which the PC would be happy to arrange in the joint names of the PC and SCVH.

Concerns were repeated that the PC continued to remain uninsured for the property risks and felt it was an urgent imperative that the PC be (at least one of) the insured in terms of those risks.

LT advised that while there was no objection to a joint policy, SCVH's priority was to finalise the Lease and, so far, it had been advised that joint insurance was not the way to proceed.

The PC agreed to give LT additional time to make enquiries. The PC agreed to accept her offer to arrange, at her 24 February meeting with SCVH's solicitor, for a meeting between the solicitor, LT, DB and JH. The advice provided during the meeting was to be provided under a duty of care to the PC.

LT agreed to provide the Lease to the next PC meeting. All agreed that the PC required legal advice from proficient solicitors owing it a duty of care, prior to signing the Lease.

DB invited LT to join discussions he would be happy to arrange with an insurance broker. LT/MS would consult SCVH and advise DB.

- 18 Tree Project** – the original intention was to plant 60 trees donated by the Woodland Trust on the Community Field (Plan A). The Woodland Trust has confirmed in writing that the trees may be planted anywhere accessible to the public. Due to concerns about the number of trees being too great for the Community Field and possible damage to drainage, an alternative proposal to Plan A had been put forward and the PC received details of three planting sites and a planting scheme (Plan B). Concerns were expressed by two members that the original consultation was not being adhered to with one of them, however, stating that, in his opinion, 60 trees was too many for the Community Field to accommodate.

The PC **RESOLVED** by a majority vote to accept Plan B.

- 19 Second Speed Camera Eglington** – the results of the informal consultation were in favour of a second camera and the PC **RESOLVED** that the application to the Community Foundation should proceed. **Action: JL**

- 20 Section 50 Vehicle Activate Sign – Application Form** – noted that the PC had signed and returned to NCC a form accepting responsibility for the repair and

	<p>maintenance of the speed sign which is installed at the North West end of Eglington.</p>
21	<p>Finances – The monthly Finance report was noted, and the following invoices approved for payment: Clerk’s Salary January £194.70 Clerk’s mileage and expenses £26.88 Unstumpable Tree Services £750.00 (insurance claim for £625, the balance being the insurance excess) Andrew S Gary Design – domain name fee £50.47 Defibrillator costs at SCVH – not approved for payment (the PC had not been informed of the proposed expenditure nor approved it). The Clerk was requested to investigate responsibility for maintenance and report to the next meeting. Action: Clerk</p>
22	<p>Planning Matters – the PC noted the following:</p>
a)	<p>21/03689/FUL – Proposed construction of tourist accommodation – land west of staff accommodation Charlton Hall – PERMISSION granted</p>
b)	<p>21/04693/COU - Middlemoor Narrow Boats Chathill Northumberland NE67 5HP: NCC had proposed two conditions relating to landscaping and extent of the site, as suggested by the PC, which the PC accepted as satisfactory. The Clerk was therefore instructed to withdraw the PC’s objections. Action: Clerk to confirm to NCC</p>
18/22	<p>Charitable Donations under S137 Local Government Act 1972 – deferred</p>
19/22	<p>Other Correspondence: previously circulated – noted for information:</p> <ul style="list-style-type: none"> - Age UK Groups & Classes - circulated to residents and EVHSC & SCVH - Library Briefing 25 January - circulated to residents - Healthwatch Northumberland – GP Access Survey – circulated to residents - Northumberland Local Plan – Inspector’s Report – for information
20/22	<p>Any Other Urgent Issues</p>
1	<p>Consultations: the PC discussed and affirmed its view that it was not possible to consult on all issues. In practical terms, that would be disproportionate and impractical, and the PC lacked the resources to do so.</p>
2	<p>Funding for CF applications: it was suggested that the CF might be willing to fund an admin post for completing CF applications. To be placed on the next agenda for discussion.</p>
3	<p>Gateway signs had been installed in North Charlton. They were the wrong type, but residents had agreed to keep them. County Councillor Pattison was thanked for funding them from her allowance.</p>
21/22	<p>Date and Time of the Next Meeting Wednesday 6 April 2022 at 7.30pm – South Charlton Village Hall Future Meetings: Wednesday 11 May 2022 at 7.30pm – Eglington Village Hall</p>