

**Minutes of the Fremington Parish Council Parks and Playing Fields Committee
held on Thursday 25th July 2019 at 10.00am
at the Parish Council Offices, 12 Higher Road, Fremington.**

- Present:** Cllrs S Adams (Chairman)
Cllrs J Cann, I Capon, I Crawford, C McCormack-Hole and J Bell.
Mrs K Graddock, Acting Parish Clerk.
2 members of the public.
Cllrs S Kingdom and A Rennles were also in attendance.
- 1907/21 **Apologies for Absence**
No apologies for absence were received.
- 1907/22 **Declarations of interests**
None received.
- 1907/23 **To agree the agenda as published**
Agreed.
- 1907/24 **Chairman's Announcements**
No announcements were made.
- 1907/25 **Public Participation Period**
The Chairman of the Allotment Association spoke on the Muddlebridge Allotments. They indicated that a member of their organisation had inspected the Parish Council's accounts and found that Muddlebridge allotments was contributing towards the upkeep of Babbages allotments and asked whether Babbages could contribute towards the possible Muddlebridge rental increase.
- The Secretary of the Allotment Association spoke on the Muddlebridge Allotments. Their representation is attached to the Agenda as Appendix 1.
- Cllr Rennles asked the Committee to consider drafting Local Green Spaces and Infrastructure and Biodiversity and Wildlife Protection Policies for the Neighbourhood Plan. He requested that this be completed in the next 6-8 weeks.
- 1907/26 **Minutes**
RESOLVED that the minutes of the meeting held on 27th June 2019 are approved and signed as a correct record.
(5.1abs)
- 1907/27 **Ellerslie Road Play Area**
Members were informed that a NCS (National Citizens Service) Group had completed a project at Ellerslie Road Play Area. They had sited two new benches, two tyres with plants, repainted the seated area and the fence. The Clerk had expressed that the fence was not to be painted however, she will contact them to request that the painting is completed or made good.
- RESOLVED:** that a letter of thanks is sent to the NCS Group and ask them to consider Fremington Parish Council in the future for further projects.
(NC)

1907/28

Litter

Members were circulated pictures received from Cllr Groves in relation to litter in the Parish, particularly around the Old Bideford Road area. His request was to write to two local establishments however, members felt that these worked hard to tackle litter and environmental aspects in the community and it was incorrect to write to them separately regarding the issue. Members felt that the individuals needed to take responsibility for their own litter and it was

RESOLVED: that Cllr Groves is informed of work that one of the businesses carries out in relation to environmental responsibilities and no further action is taken.

(NC)

1907/29

Climate Emergency

Members were asked to consider a future Working Party meeting following the motion to declare a Climate Emergency. The Clerk informed members that she had received at least 12 interested parties who would like to join the group.

Cllr Rennles suggested looking at the Neighbourhood Plan as there are policies within that which could help with this issue.

There was a discussion on the wildflower areas and the possible locations. Cllr Bell informed members that he was due to meet Cllr Groves in relation to this and will report back.

RESOLVED:

1. That the Climate Change Working Party and Wildflower issues remain with Full Council.
2. That the interested parties are invited to a meeting in September to discuss the way forward in developing a Climate Emergency Action Plan.

(NC)

1907/30

Dog Bins

Members were informed that North Devon Council were having difficulties with emptying the dog waste bin located at Griggs Field by the entrance to the Nature Reserve due to their own internal policies and the vehicles not being able to drive up the lane. There were concerns that the dog waste bin had not been emptied for several days and now North Devon Council were requesting that this dog waste bin is relocated. Members agreed that the dog waste bin needs to be emptied, therefore there was no alternative but to relocate the bin as North Devon Council has now declined to empty this.

Members considered relocating it to the post at the bottom of the lane where the sign for Public Footpath is sited. Cllr Adams felt that a second dog waste bin needed to be moved, from Beechfield to the ramp by the Army Camp.

RESOLVED: that the dog waste bin is moved from Griggs Field to the footpath sign at the bottom of the lane, if consent is given by the landowner and the clerk investigates and actions as necessary the relocation of the dog waste bin by Beechfield entrance.

(NC)

1907/31

Boundary of Beechfield

Members were circulated an email received regarding the boundaries of Beechfield and that a house owner had requested nets and a possible

S.4

replacement fence, due to footballs from the field entering their garden. There were also concerns raised that they had found strangers in their garden retrieving balls.

Members felt that netting was not an option that the Parish Council could facilitate and it was

RESOLVED: that the Clerk contact the Football Club to inform them of the situation and investigate and action a sign to be placed in the area asking users of the field to be mindful of neighbouring properties and not to enter private properties.

(NC)

1907/32

Beechfield Centre

The Clerk reported that The Beechfield Centre is due to be completed on 23rd August and that an Opening event is planned for Friday, 13th September.

Members wished to see a garden fete or community event however, the Clerk suggested that this be held at a different time than the opening event.

Part B – Exclusion of Press and Public

RESOLVED that under Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960 that the public and press be excluded from the meeting for the following items as they involve likely disclosure of confidential information.

(NC)

1907/33

Muddlebridge Allotments

The Clerk gave a verbal update on the progress to date in relation to the lease of the land and possible rental costs and it was


RESOLVED:

1. To note the report and the Clerk continue negotiations with the land agent and ask for just the allotment land to be included.

1907/34

Close

There being no further business the meeting closed at 11.10am.

Signed.......... Dated..... 26-09-18.....

- 1) The main grumble among plot holders is the rent they pay, has to cover the area of ground north of Gypsy lane, which has no beneficial value to anyone.
- 2) The question is - Why was this unusable piece of woodland and saltmarsh included in the area of land the parish now rent. Minutes of the P & P September 2008 reveal that it was the Parish's initial aim was to look at the Fishleigh Quay area & the benefits of its recreational use - the allotments were an after-thought. ref
- 3) The Parish Council say the extra land was imposed on them and it was let as a package - take it or leave it. There is no evidence in the Parish minutes or in letters from the land agent in 2009 that this was the case. It was only in 2016 that the Parish were informed that "the area would have to be let as a whole due to the liability it would impose on the Landowner" 1
- 4) Also the land agent, in response to an email from the Parish, 29 Sept.2015, asking if they could only rent the allotment ground , replied "The original lease was done to include the woodland area to the side of the River as thus was requested by your PCC as they wished to be able to control it and improve it for public use/access" 2
- 5) The Parish Council have suggested that the initials PCC did not mean the Parish Council but meant the Parish Church Council. I have checked with St Peter's Church and confirmed to me they have found no evidence that they were involved with any negotiations with the leasing of the Muddlebridge site.
- 6) If the Parish had not wanted to rent the whole area - Why within 6 months of taking on the site, did this Committee, (on 29th October 2009, under item 0910/66 Survey - Muddlebridge [Cllr Silver]) record " It was resolved to recommend that the Environment Group commission a survey, as it could apply for funding" 3
- 7) The reason - the land was seen, by some councillors associated with the Environment Group, as having the potential to be the 3rd Frem. Nature Reserve. The survey entitled a " Biodiversity Survey of Muddlebridge Wood, Saltmarsh & Pond" was done in June and July 2010. 4
As it had found nothing of importance, the whole ideal was gradually forgotten.
- 8) What if it had been a success ? Would the Church turn round to the Parish and say "Now you have developed the area we want to treble your rent" this in essence is what the Land Agent told the Parish in 2015 about Muddlebridge Allotments. Would the Parish again load the cost of success on to the plot holders? 5
- 9) I would ask this committee, when looking at Muddlebridge Allotment rents, to accept some responsibility for the inclusion of Muddlebridge Wood and Saltmarsh. As you were able to find £1260 for maintenance of Babbages (£411 of it came from rents paid Muddlebridge plot holders) I would ask you to consider finding extra money to cover any increase in Church rent, so the Muddlebridge rent levels can remain static. 6

ITEM.6

Kate Graddock

From:
Sent:
To:
Subject:

Dear Mrs Graddock

Thank you for your reply and information therein

I take it from your reply that netting is not considered necessary to stop the footballs from coming over which is fine although with the new seasons training having started I myself have had in excess of 10 balls already in the garden

My and my neighbours main concerns are the damage to the fences and consider that these should be repaired at someone else's cost and not ours as we have not caused any of the damage ourselves. This is an ongoing issue and we have kept quiet for a couple of years now and been making temporary repairs as we have gone along but the damage now is quite excessive in places and should now be repaired

One of the houses is up for sale and that have been told from feedback from viewings about concerns re the rear fence damage and I and my immediate neighbour have been told it may effect our house value and as I intend selling within the next year or so I am concerned greatly that if left eventually there will be no rear fence left at all owing to the continued damage caused

We would appreciate that you discuss the fencing at your next meeting and not just the netting

I look forward to your reply on the issue

Kind regards

From: Kate Graddock <clerk@fremingtonparishcouncil.gov.uk>
Sent: 09 September 2019 08:25
To:
Subject: RE: Fencing and netting Beechfield Road playing field

Following your email, the matter was taken to the Parks and Playing Fields Committee and members felt that netting was not an option that the Parish Council could facilitate and it was **RESOLVED:** that the Clerk contact the Football Club to inform them of the situation and investigate and action a sign to be placed in the area asking users of the field to be mindful of neighbouring properties and not to enter private properties.

Kind regards
Kate

Mrs Kate Graddock BA (Hons) FiLCM
Acting Clerk and RFO
Fremington Parish Council



Fremington Parish Council

The Beechfield Centre, Beechfield Road, Fremington, EX31 3DD

Tel: 01271 321063

Email: admin@fremingtonparishcouncil.gov.uk

Web: www.fremingtonparishcouncil.gov.uk



CONDITIONS OF HIRE FOR THE BEECHFIELD CENTRE

Important information

- All bookings will be invoiced prior to the event taking place.
- Any enquiries by telephone or in person will not be regarded as an application for booking. An application form must be completed and confirmed by the Council.
- All bookings need to be made prior to the use of the room, under no circumstances are the rooms to be used without a booking form being provided prior to the date of the event.
- Wi-fi is available

Hire conditions

- The hirer must ensure that under no circumstance that fellow occupiers are interrupted or disturbed during their sessions, whilst using The Beechfield Centre.
- The hirer must ensure that the number of persons present in the building does not exceed the maximum number of 50 in the main hall.
- Catering and catering supplies are not provided by Fremington Parish Council, this does include tea and coffee. Facilities for making tea and coffee are provided. If the hirer wishes to provide catering, they must do so from an external source.
- The hirer must ensure their contractors comply with the hire conditions set out in this document and this includes insurance and electrical equipment testing requirements.
- In the event of a fire or other emergencies during your hire, it will be your responsibility to ensure appropriate action is taken to evacuate the premises, following the instructions displayed in the building.
- Smoking including e-cigarettes, are prohibited in any part of any of the building and immediate grounds surrounding The Beechfield Centre and the hirer will ensure that this is enforced.
- The Hirer will be responsible for the behaviour of all persons using the premises during the period of hire.
- The Hirer shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the premises or any insurance policies in respect of the premises.
- The Hirer is responsible for checking that all lights, heaters and electrical appliances are switched off.
- Any Hirer working with children or young people will ensure that the Hirer and all members of staff and volunteers are police checked, that all staff and

volunteers have appropriate training for the purpose of hire and that all statutory obligations in relation to the purpose of hire are met. Copies of such certificates will be submitted to the Parish Council before the period of hire.

- The hirer agrees to pay the Council the full costs of making good any damage or losses caused by the hirer, to the floors, walls, doors, furniture, fittings, keys or any other part of the premises.
- The Council does not accept liability for any loss of or damage to any property belonging to the hirer.
- The hire is permitted entirely at the hirers own risk. The Council will not be liable for any personal injury, or consequential loss to the hirer, otherwise than as a result of a defective condition of the building or its equipment or the negligence of the Council.
- The hirer will indemnify the Council against all claims for infringement of copyright, or breach of legal licencing conditions.
- Parking is available on site, however, this is not a condition of hire.
- The hirer must ensure that all rooms within The Beechfield Centre are used for no longer than the length of time stated on the booking form. 30 minutes prior to the booking time and 30 minutes immediately preceding the finish time is allocated for setting up and packing up.
- The hirer must not fix any decorations/posters or displays to the walls of the rooms and remove any decorations following the hire. If any are left in the Centre, the Council will dispose of these and charge the hirer if there is a disposal cost to the Council.
- The hirer must ensure that no disturbance is caused to residents, passers-by, the occupants of adjacent buildings or fellow occupants.
- The hirer or a representative of the hirer must be on the premises at all times during the period of hire.
- The premises must be left in a clean and tidy condition. ALL rubbish must be removed from the site and crockery and cutlery washed and put away. The Council will charge the hirer the full cost of any cleaning or remedial work caused by failure to adhere to this condition.
- All entrances and exits must be kept clear at all times.
- If a fire occurs, the Hirer is to ensure the safe exit of all users. The fire brigade should be called to any outbreak of fire, however slight. If a fire occurs and there is no immediate danger attempts should be made to switch off all electrical and gas appliances.
- Highly flammable substances shall not be brought into or used in any part of the premises.
- The Hirer must comply with the instructions for the operation of the heaters. No unauthorised heating appliances shall be used on the premises.
- The Centre must not be used for a purpose other than that specified on the booking form.
- The sale of alcohol is not permitted inside or outside the Centre except where the appropriate licences have been obtained and permission is granted from Fremington Parish Council, following receipt and confirmation of such licence.
- A community notice board is available to hirers events at the discretion of the Council. Advertising material must be provided by the hirers in hard copy format. Events can also be advertised on the Council's website and social media.

Cancellation policy

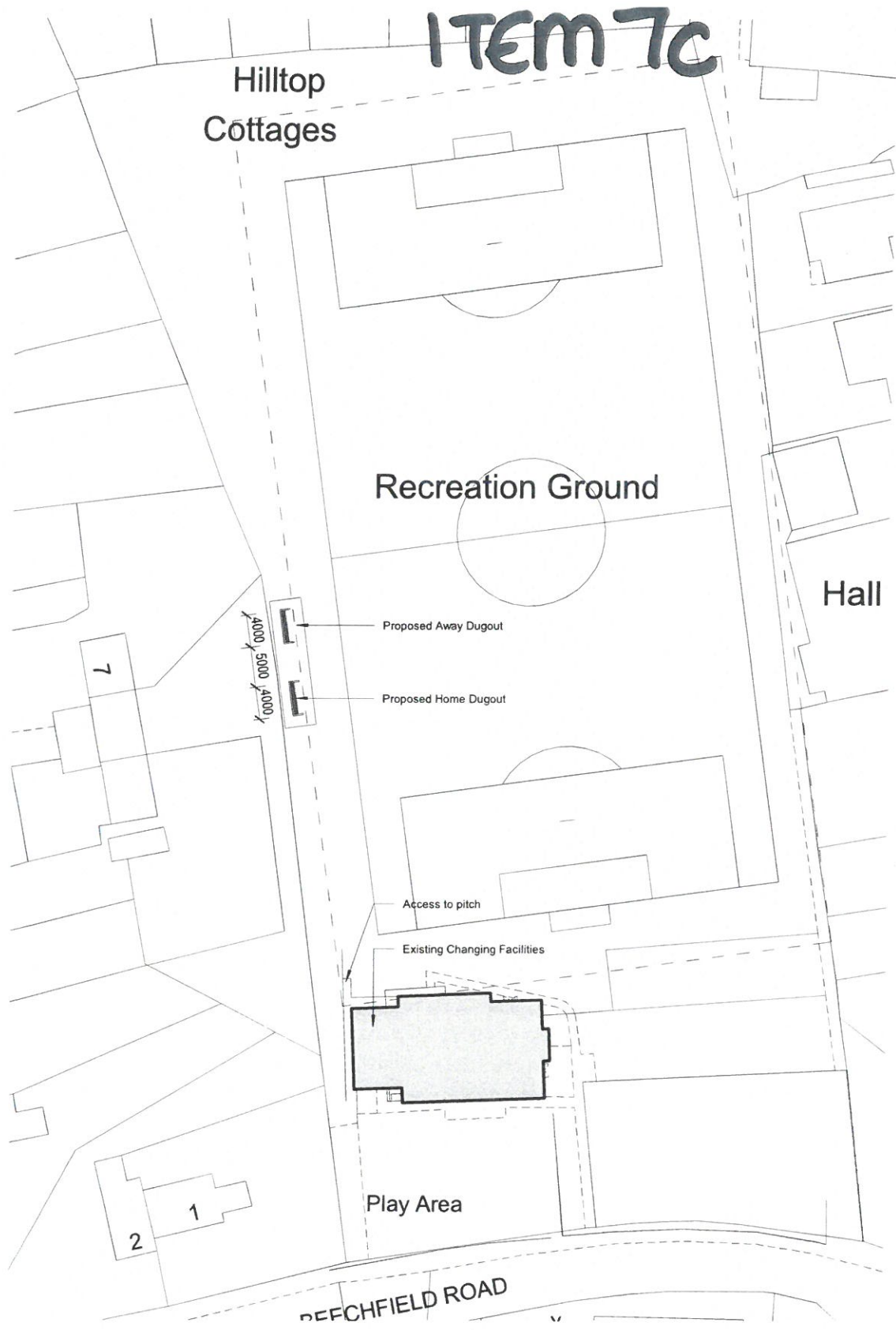
- The hirer may cancel a booking providing there is 48 hours notice during the working week (Monday – Friday), prior to the start of the booking. A full refund will be given.
- Cancellations made less than 48 hours notice will forfeit the hire fee.
- The Council reserves the right to cancel a booking during or prior to its occurrence if, in the opinion of the Council, it is likely to cause public alarm, distress or offence.
- The Council reserves the right to cancel a booking due to damage, power failure or similar unforeseen circumstances.
- The Council will refund the total hire fee in the case of cancelling a booking due to damage, power failure or similar unforeseen circumstance occurring but will not accept any other liability for compensation.
- Please be mindful of the Parish Council offices located in The Beechfield Centre.

Keys and alarms

- Keys and alarm fobs to The Beechfield Centre are held in the Parish Council's reception.
- It is the hirers responsibility to pick up the key and alarm fob prior to the booking, but no more than 24 hours beforehand.
- The hirer, at no point, is allowed to have copies of keys.
- The hirer must ensure the building's fire exits are shut, the building is alarmed and locked and the Centre is secure.
- Keys and alarm fobs must be returned to the Parish Council Offices immediately following the hire. They can be left in the black post box located at the side of the building.

Any breach of these conditions, or failure to pay the hire and other costs prior to the hire may result in the refusal of any further bookings.

ITEM 7c



Hilltop Cottages

Recreation Ground

Hall

Proposed Away Dugout

Proposed Home Dugout

Access to pitch

Existing Changing Facilities

Play Area

BEECHFIELD ROAD



Rev. Description (By / Check / Appr'd) Date

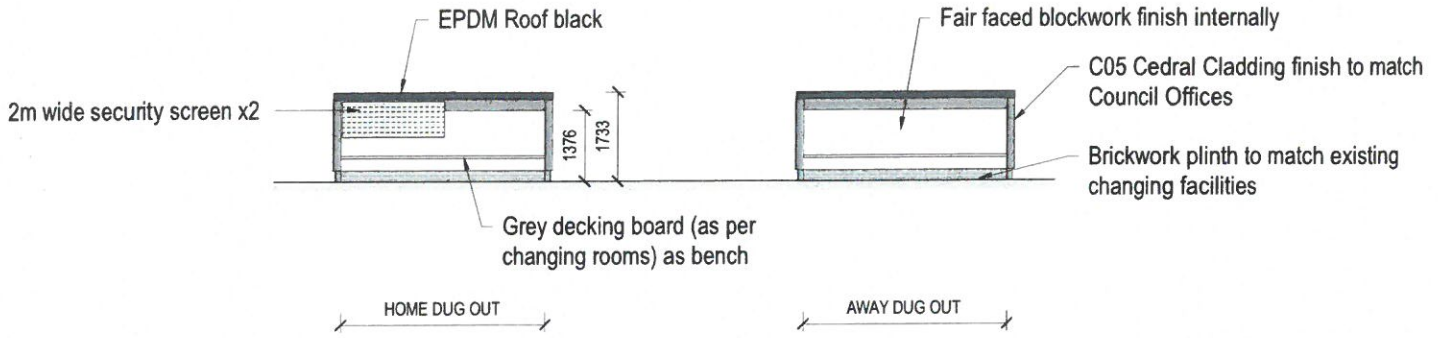
Proposed New Community Building, Parish Hall and Changing Facilities
 the
Dugouts Site Plan
 Land off Beechfield Football Pitch
 Beechfield Road
 Fremington
 N. Devon

for
Fremington Parish Council

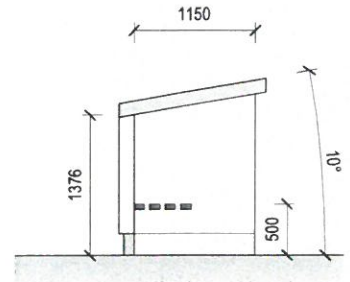
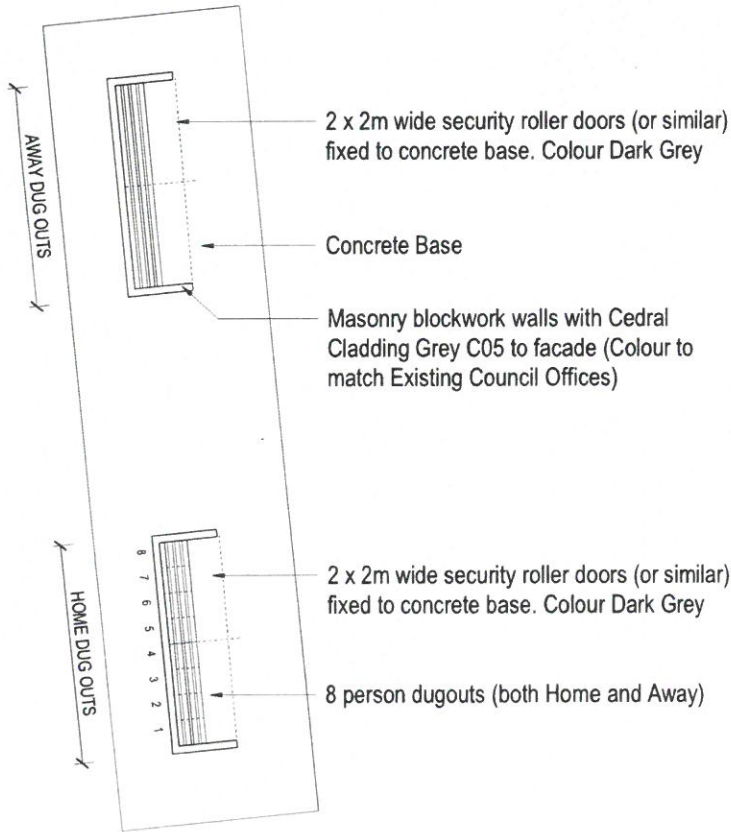
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Contractor must check all dimensions on site. All plan dimensions are to structural faces unless otherwise stated. Only figured dimensions are to be worked from. Discrepancies must be reported immediately to the Architect before proceeding. Drawings supplied for purposes of obtaining planning permission must not be used for construction/tender purposes. © Copyright



Front Elevation Dugouts
1: 100



Section through Dugouts
1: 50



Side Elevation Dugouts
1: 100

Floor Plans Dugouts
1: 100



Proposed New Community Building, Parish Hall and Changing Facilities
Dug Outs Floor Plans and Elevations
Land off Beechfield Football Pitch
Beechfield Road
Fremington
N. Devon

for
Fremington Parish Council

Drawn by: AUL	Checked by: CHRIS	Scale: As indicated	Drawing NUMBER: F139 18	Paper Size: A3
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