

DRAFT MINUTES TO BE AGREED ON 16 JANUARY 2024

Date: Tuesday 19TH December 2023

Present: Ms L Bartley (LB), Mr A Burbridge (AB), Mr P Drummond (PD) (Chairman),
Mr A Jackson (AJ), Mr M Ogden-Meade (MOM), Mr M Watson (MW), Mr T Worrall (TW)

Apologies: Mr H True (HT), Mrs S Winship (SW)

Members of Public: 1

The Chairman opened the meeting at 7.45 pm and welcomed everyone. He explained that the Clerk was unable to attend due to ill health and the meeting would be recorded to aid minute preparation.

1. Apologies for Absence:

Apologies were received and accepted from Mr True and Mrs Winship.

2. Declaration of Members' Interests:

PD declared that he was a good friend of the North Springs applicant.

LB declared that she was also a friend of the North Springs applicant.

AB declared that he was a friend of the Stable Field developer and having reviewed the guidelines, he had no pecuniary interests.

3. Minutes of the Last Meeting:

The Minutes of the meeting held on Tuesday 21st November 2023 were approved as a correct record and signed by the Chairman.

4. Minutes of the Planning Committee Meeting:

The Minutes of the meeting held on Tuesday 5th December 2023 were approved as a correct record and signed by the Chairman.

5. Public Questions:

The member of public was the Stable Field developer. He had no comments at this stage, but the Chairman proposed that he be invited to give any required clarification during the discussion, that was agreed.

6. Finance:

- a. Bank Reconciliation: MW confirmed that he had checked and agreed the bank reconciliation for the Barclays Community Account for the month ending November 2023.

b. Accounts for Payment:

The Payment List for December 2023 was displayed and approved. To be paid on 20th December 2023 unless stated otherwise.

Payments from the Barclays Community Account

Payee	Amount £	Description
Royal British Legion Cheque dated 23.11.23	100.00	Section 137 Payment Donation – Cheque No: 100017
West Sussex County Council	2,044.11	Clerk's salary and oncosts for November
Wetton Cleaning Services Ltd	792.95	Public toilet cleaning contract for November
Thomas Stride Garden Services	111.10	Songhurst Meadow verge grass cutting contract for November
Steve Tilbury Consulting	250.00	Pre application advice training
April Skies Accounting	180.80	Interim Audit for year end March 24
Chichester District Council	324.00	Cost of administering uncontested election in May
	£3,802.96	

Automatic payments for the Barclays Community Account

Date	Amount £	Payee	Description
21.11.23	8.44	IONOS	Auto Card – Monthly website support fee
27.11.23	9.99	HP Instant Ink	Auto Card – Printer ink replacement
04.12.23	19.32	IONOS	Auto Card – Monthly email fee & Annual domain registration
06.12.23	269.12	NEST	Direct Debit – Clerk's Pension
	£306.87		

Payments to the Barclays Community Account

Date	Amount £	From	Description
19.12.23	3,000.00	From Reserve Account	Transfer
	£3,000.00		

A correction to the November's Payment Schedule was noted.

Payment to JWS Landscapes was for £305.00 and not £245 as stated on the schedule. The total was therefore £6,634.93, increased by £60 which was for additional grass cutting around the saplings at Songhurst Meadow.

- c. Monthly Financial Statement: The statement was circulated in advance of the meeting and displayed. There were no further questions.

7. Planning

- a. New Planning Applications: The following planning applications were reviewed. Application details had been circulated in advance of the meeting and were also displayed:

Application Number	Application Details
WR/23/02645/TCA - Case Officer: Henry Whitby	William Reynolds Upfield's Stores School Road Wisborough Green Notification of intention to crown reduce by 1.5m on 1 no. Hawthorn tree (quoted as T1), 1 no. Bay tree (quoted as T2), 2 no. Crab Apple trees (quoted as T4 and T5) and 1 no. Beech tree (quoted as T6). Crown reduce by 2m on 1 no. Maple tree (quoted as T3) and 1 no. Eucalyptus tree (quoted as T7). O.S. Grid O.S. Grid Ref. 505041/126009 <u>No Objection</u>
WR/23/02754/DOM Case Officer: Miruna Turland	Mr Chris Chessell Crossways Cottage Petworth Road Wisborough Green New wall mounted railing to top of existing masonry wall. O.S. Grid Ref. 504940/125899 <u>No Objection</u>

WR/23/02755/LBC - Case Officer: Miruna Turland	Mr Chris Chessell Crossways Cottage Petworth Road Wisborough Green New wall mounted railing to top of existing masonry wall. <u>No Objection</u>
SDNP/23/04983/HOUS Case Officer: Jenna Frankland	Mr Richard Haythornthwaite North Springs Horsebridge Hill Wisborough Green RH20 1JP New walled garden with 1 no. walk through green house and 2 no. fruit cages <u>No Objection</u>

8. Report on on-going matters:

a. Stable Field Open Space Agreement:

The Open Space agreement had been prepared by the developer's solicitor and reviewed by the Parish Council's solicitor. The Terms of Reference and solicitor's comments had been circulated to all and were reviewed. The following was agreed. The developer was consulted as required.

TP1 Document

- 9. Gift - £1
- 12. Gate off Green Lane – right of access required. The developer was asked for clarification, and he confirmed that being off the public highway access was permitted. It was not his intention to retain any land around the gate and as such, there was a right of access from the green lane into the field. The developer intended to take the gate away and landscape to create a pedestrian access. It was agreed that removable bollards could be desirable to allow for occasional event parking, if needed, and protect the site from traveller incursions.
- 12.2. Covered by a planning condition.
- 12.3. (a) Developer agreed to maintain path, covered by planning condition. Agreed.
- 12.3 (c) and (d) Site accommodation on the site which would include drainage and water and could be retained after construction. Agreed subject to make good/reinstate definition if not retained: strip, re-lay topsoil and make good including seeding.
- 12.6.1. Agreed with drafting.
- 12.6.6. Agreed with solicitor's interpretation. Include.
- SUDS – confirmed that this was being installed at the northern end of the field. The developer gave explanation to the topography and landscaping. Agreed subject to making good/reinstate definition: strip, re-lay topsoil and make good, including seeding.
- Five Bar Gate – off development access road – confirmed.
- Proposed Transfer Plan –The boundary line was confirmed as correct by the developer. Agreed by the Council. More detail may be required for Land Registry.

Overage Deed

- Overage Period – The 30-year period was agreed. It was agreed that it was not the intention to build on the open space. It was a method by which the PC might bind successors to this arrangement and retaining the Green Gap which was a village characteristic and retained the distinction of the village centre. The overage referred to residential development, and community use, e.g., sports facilities, was excluded.
- Permitted Disposal – agreed.
- Trigger Date / Clause 2 – agreed but solicitor to tighten up as suggested. Solicitor to draft and agree with seller's solicitor – delegated to the solicitor.
- Clause 2.4 / 2.5 – agreed.
- Clause 6 – agreed.

- Land Disputes – to the best of the developer’s knowledge, no disputes or boundary issues. Developer to ask site purchaser to share their searches, otherwise PC to pay for its own searches.
- b. Stable Field Footway Provision: Details had been circulated in advance of the meeting. The Chairman explained that the Parish Council was keen that the different sections, identified on the plan, were provided by the developers, with the section on the village green hopefully being provided by WSCC. As part of the planning consent, the footways would need to be created. The Stable Field developer had been talking to the other developers to contribute to allow use of the section outside Park Lodge, the ownership of which he would retain.

Development along Kirdford Road had been supported by the village with a footway provided for all to use. This was the Parish Council’s primary concern, and it was not the Parish Council’s responsibility to facilitate the Stable Field developer’s commercial negotiations with the other site owners. The ideal would be for the land to be transferred to the Parish Council and for a public highways footway to be installed along the road edge and adopted by WSCC, to ensure it was provided and maintained in perpetuity. However, this was not a current option as the Stable Field developer wished to retain some leverage with the other site owners.

The developer explained that he would be providing the footway, which would be available to all residents to use, but if other schemes came forward, he would like to have a commercial conversation. He would not want to restrict use to residents. As the forerunner for development along Kirdford Road, he had proved through an expensive public enquiry that development on Stable Field was sustainable and would like to have a return on this expense from other developers.

The need for a footway was discussed. The Stable Field developer confirmed that other developers were aware of the situation. Pre-application advice had been sought for the Ansell’s Yard site with a proposal to put a footway on the opposite side of the road. However, the pinch point on the corner was a safety issue. The Tanglewood developers were having the same discussion. Gifting the footway to the Parish Council was not a current option but could certainly be considered in the future.

The Chairman explained that the Parish Council had submitted a technical objection to the Chichester District Council (CDC) Planning Officer pending agreement on the open space and footway issues. CDC proposed that the site be determined under delegated powers and the Officer had emailed to advise that he was unable to hold off issuing consent in the New Year. If the Parish Council’s objection remained, it would be taken to CDC Planning Committee.

Regarding the footpath in front of Park Lodge, the Parish Council had limited grounds for raising an objection particularly as it was not related to the planning consent. Once the open space agreement was signed and the footpath installed, it would be open for all to use. The developer explained that there was leverage within the planning system to provide proof of use by other third-party landowners. There was no Parish Council involvement unless relating to the delivery of the Neighbourhood Plan.

After some further discussions, the following was agreed:

- The open space agreement and terms had been agreed and was coming to a natural conclusion.
- For the footway in front of Park Lodge, the Planning Officer to be asked to amend the condition to include the public at large (words in bold to be added):

*No part of the development hereby permitted shall be first occupied until the footpath shown on plan (insert relevant plans **to specify both footpaths: open space and land in front of Park Lodge**) has been constructed in accordance with details that shall have first been submitted to and approved in writing by the Local Planning Authority. Once approved, the footpath shall be completed in accordance with the submitted details and retained and maintained thereafter.*

*Reason: To accord with the terms of this application and in the interest of the amenities of the future occupiers, **and the public at large**.*

- On this basis, the Parish Council would withdraw its objection.

9. Any Other Matters to Report:

- a. Bat & Ball Public House: AB advised that CDC Environmental Health had contacted the owner as neighbours had complained about the noise and were now taking readings. He was obviously concerned about implications for future events. The Clerk had not provided any notification, so it was assumed that the residents had contacted CDC directly.

10. Date of Next Meeting:

Planning Committee – Tuesday 2nd January 2024 at 8.00 pm (only if required)
Parish Council Meeting – Tuesday 16th January 2024 at 7.45 pm

There being no further business, the meeting closed at 9.03 pm.

Signed by the Chairman: Dated: