

# Halwill Parish Council

## AGENDA

**September, 2023**

To members of Halwill Parish Council You are hereby summoned to attend a **Meeting of Halwill Parish Council** which will be held on **14<sup>th</sup> September, 2023 at 7.30 p.m.** at the Parish Hall for the purpose of transacting the following business:

2023/Sep/1 Apologies: To receive apologies for absence

2023/Sep/2 Declarations of Interest

Deferment of business for Public Question Time. Time allowed at the discretion of the chairman. The public are invited to give their views and ask questions about items on this agenda. They may also raise issues for future consideration which may be made agenda items for a future meeting. Answers may be given in writing.

2023/Sep/3 Clerk's & Councillors' announcements

2023/Sep/4 To confirm Minutes for the July 2023 Parish Council Meeting

2023/Sep/5 Finances

- i. To consider using a public sector accounting package
- ii. Bills for payment (see attached list)
- iii. Request form the Halwill Football Club for the Parish Council to underwrite the football club's grant applicant contribution
- iv. Section 106 payments – why have we not received any s106 grant money for the swings

2023/Sep/6 Action List / Matters Arising from the minutes including

- Memorial benches
- Community garden
- Gazebo

2023/Sep/7 Estates:

- Incursion onto Parish Council land behind the Old Garage
- Boundary fence behind the Old Garage and the rest of Station road
- Boundary fence behind changing rooms/broken gate post
- Car park light not switching off/ overgrown ash tree by toilets
- "Abandoned" vehicles and trailers/caravans in the car park
- Pump track maintenance
- Ash dieback
- Village planters – who is going to keep them tidy and planted?
- Plans to replace the temporary changing rooms
- Measures identified in the Hall disability audit:
  1. Contrasting paint for the edges of the steps to the playing field.
  2. Disabled parking signs need repainting
- Can any of these things be funded by the s106 money

2023/Sep/8 Policy document review

1. Scheme of delegation
2. Financial risk assessment
3. Register of interests

2023/Sep/9 "The Man in the Woods" is there anything the Parish Council can or should do

# Halwill Parish Council

2023/Sep/10 Planning

## **N2023/21 - Consultation on New Street Name for the site East of Chilla Road**

Any planning applications that the Parish Council is asked to comment on after this agenda has been published will be discussed here though a formal decision cannot be made at this meeting.

2023/Sep/11 Correspondence –

1. Email regarding street lighting from the Chadstock eco group
2. “Teams around the School” email

2023/Sep/12 Matters to be raised for information only

2023/Sep/13 To confirm October 12<sup>th</sup> as the date of the next meeting

Signed – Don Osborne

# HALWILL PARISH COUNCIL

Don Osborne. Clerk. PO Box 16, Beaworthy, EX21 5ZG  
halwill.parish.clerk@hotmail.com

## **MINUTES OF THE PARISH COUNCIL MEETING HELD ON September 14<sup>th</sup> 2023 At 7.30pm – In the Parish Hall**

	<p>The meeting started at 19:30</p> <p>Present: Cllrs J Wilson (Chair), R Cristofoli(RC), R Livermore(RL),J Lawlor(JL) &amp; B Mason-Walshaw (B M-W), In Attendance: Ward Councillor P Hackett (PH), 6 members of the public (MoP) &amp; clerk</p>	
2023/Sep/1	<p><b>To receive apologies for absence -</b> Apologies were received from Councillors R Grocock</p>	
2023/Sep/2	<p><b>Declarations of Interest - None</b></p> <p><b>Standing orders were suspended to allow the public to speak</b> Most of the members of the public wished to discuss Item 9. A gentleman with learning difficulties is walking in the Cookworthy Forrest and playing in the Parish Council's play area. The gentleman is being escorted by his carers but has none the less acted in a threatening manner to MoP's and is reported to have physically attacked one lady. At the chairman's discretion Item 9 was discussed in open session. Ward Councillor P Hackett was invited to speak as he is familiar with the case and is a member of the Police and Crime Committee. PH informed the meeting that this is not really a matter for the Parish Council notwithstanding that the Parish Council has a duty of care to users of its playing fields. PH cautioned those present not to use inflammatory language on social media or at the meeting. He informed those present that a discussion was being held between the police and the care providers about this case which should resolve the issue. If there are further problems then he, Councillor Hackett, should be informed. As far as the police are aware there has only been one incident. Several at the meeting thought this not to be the case as they had personally reported incidents. PH asked to be provided with crime numbers after the meeting so he could follow it up. There was no further discussion of this topic. A member of the public informed the meeting of their intention to ask residents near Pine View Terrace whether they would object to them using the grass areas at Pine View Terrace as a memorial/community garden and placing a memorial bench to Anne Russell there. <b>Standing orders were reinstated</b></p>	Clerk
2023/Sep/3	<p><b>Clerk's &amp; Councillors' announcements - None of those</b></p>	
2023/Sep/4	<p><b>To confirm minutes for the July 2023 Parish Council Meeting.</b> The minutes were signed as a correct record by Cllr J Wilson</p>	

2023/Sep/5

## Finances

- i. To consider using a public sector accounting package**  
It was agreed NCD to subscribe to Scribe Accounting for Parish Council accounts
- ii. Bills for payment (see attached list)**  
It was **resolved** to pay the following bills
- iii. Request form the Halwill Football Club for the Parish Council to underwrite the football club's grant applicant contribution**  
There are 2 grants being applied for by the Halwill AFC, one capital for new lawn care equipment and one revenue of pitch maintenance; both require an element of match funding. The Football Association will provide 75% in both cases. It may be that there is s106 money that can be used for the match funding if the Parish Council cannot or will not help.
- iv. Section 106 payments – why have we not received any s106 grant money for the swings**  
Torrige District Council gave the following reason for not awarding the grant for the swings from s106 money.  
“We consider that Halwill Parish Council has enough money to fund new swings without a grant of s106 money”

Torrige have agreed to look again at their decision.

Date	Company	Amount inc VAT	For what
07/09/23	D C Osborne	£804.00	Salary 2 months
07/09/23	D C Osborne	£26.00	Expenses, telephone, 2 months Land Registry search
02/08/23	Pidsignz	£57.60	4 x “Keep Out” Signs
31/07/23	SJ Bowden	£327.60	Digger and dump trailer
24/08/23	Halwill Cleaning Services	£45.00	Bus shelter cleaning
29/07/23	Tree Fella Southwest	£750.00	Felling dangerous ash tree
05/09/23	R A Jones	£30.00	Temporary fencing
31/07/23	GDL Garden Services	£360.00	Parish Warden July
29/28/23	GDL Garden Services	£280.00	Parish Warden August

Current Account Total For month inc VAT: £2680.20  
Current Account Total for month ex VAT £2491.00  
VAT for month: £189.20  
Clerks total: £830.00

2023/Sep/6

## Action List / Matters arising for the Minutes

- **Memorial bench**

Carried over. Also see public time

<p>2023/Sep/7</p>	<ul style="list-style-type: none"> <li>• <b>Community Garden</b></li> </ul> <p>See public time</p> <ul style="list-style-type: none"> <li>• <b>Gazebo</b></li> </ul> <p><b>Estates:</b></p> <ul style="list-style-type: none"> <li>• <b>Incursion onto Parish Council land behind the Old Garage</b> The dilapidated boundary fence between the Old Garage and the parish council's land has been removed and soil from the site pushed onto Parish Council land. It is unlikely to be fruitful trying to get the owners of the Old Garage site to remove their soil and restore the boundary. Attempts have been made to contact the owner and get them to restore the boundary.</li> <li>• <b>Boundary fence behind the Old Garage and the rest of Station road</b> It was <b>resolved</b> that the fence should be replaced along the line of previously existing fence. If the cost is less than £500 the Clerk was authorised to commission the work otherwise quotes should be obtained.</li> <li>• <b>Boundary fence behind changing rooms/broken gate post</b> See above</li> <li>• <b>Car park light not switching off/ overgrown ash tree by toilets</b> The Parish Warden will attempt to cut back the branches which are the possible cause of the light being triggered.</li> <li>• <b>“Abandoned” vehicles and trailers/caravans in the car park</b> Torrige District Council have the power to act but not the will, the Parish Council has the will to act but not the power.</li> <li>• <b>Pump track maintenance</b> We are on the waiting list for railway ties (sleepers).</li> <li>• <b>Ash dieback</b> The tree surgeons identified 2 other ash trees that may be a hazard. It was agreed to have them felled.</li> <li>• <b>Village planters – who is going to keep them tidy and planted?</b> The village planters are being maintained by the Halwill Garden Club.</li> <li>• <b>Plans to replace the temporary changing rooms</b> Carried over</li> <li>• <b>Measures identified in the Hall disability audit:</b> <ol style="list-style-type: none"> <li>1. <b>Contrasting paint for the edges of the steps to the playing field.</b></li> <li>2. <b>Disabled parking signs need repainting</b></li> </ol> </li> </ul> <p>Step nosings and disabled parking signs can be sourced and installed by volunteers.</p> <ul style="list-style-type: none"> <li>• <b>Can any of these things be funded by the s106 money</b> The changing rooms could potentially be funded from a s106 grant</li> </ul>	
<p>2023/Sep/8</p>	<p>Policy document review</p> <ol style="list-style-type: none"> <li>1. Scheme of delegation</li> <li>2. Financial risk assessment</li> <li>3. Register of interests – All now done</li> </ol>	
<p>2023/Sep/9</p>	<p><b>“The Man in the Woods” is there anything the Parish Council can or should do</b></p> <p>See Public time</p>	

2023/Sep/10	<p><b>Planning/Consultations</b>  <b>N2023/21 - Consultation on New Street Name for the site East of Chilla Road</b>  No agreement could be reached. A MoP wished to put forward an idea to Torrige District Council, the Parish Council has no objection to this</p>	
2023/Sep/11	<p><b>Correspondence -</b>  1. Email regarding street lighting from the Chadstock eco group  It was agreed to put a poll on Facebook to gage public opinion on what time street lamps should be turned off; 10pm or 12pm or not at all.  2. "Teams around the School" email</p>	
2023/Sep/12	<p><b>Matters to be raised for information only - None</b></p>	
2023/Sep/13	<p><b>To confirm October 12th as the date of the next meeting</b>  The next ordinary meeting will be on October 12<sup>th</sup> 2023 at 19:30 in the Parish Hall</p>	
Close	<p>The meeting ended at 21:00</p>	

Andrew Moores  
**Halwill FC**  
4 Manor Gardens  
Halwill Junction  
Beaworthy  
Devon  
EX21 5US

25/08/2023



## Offer Letter

Ref: G-220137

Dear Andrew Moores,

### **Halwill FC: Grass Pitch Maintenance Fund (HALWILL JUNCTION PLAYING FIELD) - Football**

I am delighted to inform you that your application to the Football Foundation for a grant has been successful. We have agreed to award you a six-year revenue grant of **66.66%** of a total project cost of **£16,000.00** subject to a maximum payment of **£10,666.00** to Halwill FC. This funding is to be used towards the enhanced grass pitch maintenance works, as set out within your PitchPower Report.

For the purposes of this offer letter, this is known as the "Project". The details, aims, objectives and targets of the Project are as set out in your Application.

### **Terms and Conditions**

The grant is to be used specifically for the delivery of the Project and is subject to our Grass Pitch Maintenance Fund Terms and Conditions which you'll be able to review through your online account.

These T&Cs set out your formal agreement with the Foundation, including your grant acceptance, payment and monitoring requirements as well as other key information. Please take the time to read these carefully.

Your grant is also subject to the following specific condition(s):

### **Pre-Claim**

- That a minimum of two representatives from the Organisation complete a Grounds Management Association Level 1 Football Groundsmanship course (ONLINE) and evidence of completion is provided to the Foundation, before any payments are released.

Further information on the Grounds Management Association Level 1 Football Groundsmanship course (ONLINE) can be found at <https://www.thegma.org.uk/learning/training>

## Ongoing

- That the Organisation provides the Foundation with Monitoring information in respect of the condition of each of the grass pitches at your site for the period of claw-back. Pitch assessment data must be submitted at least twice per year using the PitchPower tool <https://footballfoundation.org.uk/pitchpower> within the following window (1) 1st November – 31st March (essential) and within at least one of these windows; (2) 1st April – 30th June or (3) 1st July – 31st October.

Whenever pitch assessment data is submitted, it is important that there is at least one month between the readings. On receipt of the data, the Pitch Advisory Service will provide a PitchPower Report from which the recommendations identified are to be undertaken in order to improve and maintain the grass pitches at your site to at least the Pitch Quality Standard (PQS) of 'Good'. Visit the GMA website for information on the Grounds Management Framework and to see what 'Good' means <https://thegma.org.uk/GMF>

The payment schedule for your grant is as follows:

	Year 1 / Claim 1	Year 2 / Claim 2	Year 3 / Claim 3	Year 4 / Claim 4	Year 5 / Claim 5	Year 6 / Claim 6	Total
<b>Cost</b>	£2,666	£2,666	£2,666	£2,666	£2,666	£2,666	<b>£16,000</b>
<b>Foundation Grant</b>	£2,666	£2,666	£1,778	£1,778	£888	£888	<b>£10,666</b>
<b>Applicant contribution</b>	£0	£0	£888	£888	£1,778	£1,778	<b>£5,334</b>

## What happens next?

First of all, you need to formally accept your grant offer! You can do this easily via your Football Foundation Account. Please note that, in line with our General Terms and Conditions, you have **one month** from the date of this letter to accept your grant offer.

Once you have accepted your grant, and discharged any pre-claim conditions that may apply, you will need to complete our online claim form to claim your year 1 project costs. This is paid upfront to help cover your maintenance costs for the year.

A few essential pointers here:

- You will need to provide a bank statement in the Organisation name as shown on your Offer Letter.
- The works should be procured by the Organisation named on the award Offer Letter, this should be the name shown on any invoices.

A guide on how to complete and submit your claim is available here: <https://footballfoundation.org.uk/support-with-claims>

Once this has been checked and approved by our Grant Assessment Team, your year 1 payment will be paid and you will then be able to start your Project.

For subsequent claims in the following years, the Organisation will be required to evidence the total spend for works completed at the site. The total cost of the works is outlined in your Payment Schedule.

If you have any questions about this stage and what happens next, please contact [enquiries@footballfoundation.org.uk](mailto:enquiries@footballfoundation.org.uk).

### **What happens then?**

Any works covered by the Project should align to the recommendations in your PitchPower report and be completed by an external contractor/supplier.

Please note funds must not be used for:

- Routine maintenance such as grass cutting or line marking.
- The repair, servicing or maintenance of machinery.
- The payment of in house/internal club grounds team or volunteers.

For further information on the criteria of the Fund and what is eligible, please see: <https://footballfoundation.org.uk/grant/grass-pitch-maintenance-fund>


### **Publicity**

We imagine you're as keen as us to shout about your funding success. Once you've formally accepted your grant offer, you'll be sent an email with a link to our Funding Publicity Portal. Here, you'll find the resources and guidance you need to share the good news.

If you have any questions around grant publicity, please don't hesitate to get in contact using the [Contact Us](#) page on our website.

Congratulations on your funding success and best of luck with your Project!

With best wishes,

A handwritten signature in black ink, appearing to read "Dean Potter". The signature is fluid and cursive, with the first name "Dean" and the last name "Potter" clearly distinguishable.

**Dean Potter**

**Director of Grant Management**

# Plan details & pricing

Navigating a council's administrative responsibilities often feels overwhelming with outdated systems and paperwork. Now, overcome these challenges effortlessly. Join over 1,000 councils using Scribe's products, which are specifically designed to streamline council management and improve operational efficiency.

Name	Price	Quantity	Subtotal
<b>Monthly Subscription</b>			
Accounts subscription fee per month (billed annually)	£23	12 months	£276
<b>Onboarding</b>			
One-off onboarding fee	£177	1	£177
<b>Additional Services</b>			
Support via phone and email	FREE	Unlimited	£0
Access to training via Scribe Academy™	FREE	Unlimited	£0
Additional Users	FREE	Unlimited	£0
Data Back-ups	FREE	Daily	£0
Accounting support	FREE	Unlimited	£0
Integrations (MTD, Stripe etc..)	FREE	Unlimited	£0
<b>TOTAL (excl VAT)</b>			<b>£453</b>

*This proposal is valid for 60 days from 24/07/2023*

## What are Section 106 Agreements?

Planning obligations, also known as Section 106 Agreements, are legal agreements made between local authorities and developers and can be attached to planning permission to make acceptable development, which would otherwise be unacceptable in planning terms. The land itself, rather than the person or organisation that develops the land, is bound by a Section 106 Agreement.

Contributions can be sought from developers towards the costs of providing community and social infrastructure, the need for which has arisen as a result of a new development taking place. This funding is commonly known as 'Section 106'.

## Section 106 Grant Funding

It is important to note that S106 monies may therefore only be spent on facilities where the new development has, at least in part, contributed to the need for the facilities. S106 funding is generally only available for capital projects only and revenue funding towards on-going running costs is not generally available.

The District Council is the accountable body for the spending of S106 monies and therefore must ensure that:

- The funding is spent on facilities that can be demonstrated to be required because of the new development taking place
- The process is transparent and fair to all
- Projects supported are necessary, viable, will deliver the required social and community benefits, and will be well managed.

The District Councils S106 grant scheme is open to all community based organisations that operate on a not-for-profit basis in Torrington District. Such Community based organisations can apply for the funding which has not been allocated internally to Capital Projects by the District Council.

Torrington allocates most of the s106 monies directly, it is not available for community groups to claim. Torrington will directly pay to schools or health facilities for example.

Community groups can claim where the funding is allocated to the following categories:

- Recreational and Play Facilities
- Open spaces
- Sports facilities
- Public art
- Community facilities
- Tourism and regeneration of Westward Ho!
- Town centre improvement and public realm

Not all of these would be available to Halwill; for example nothing we do will help Westward Ho!

## What funding have we had in the past?

The only time we had any money from a development was from the Halwill Meadow development. Money from that paid for the 4 bus shelters and the swings that have just been replaced. Having just read that agreement there was nothing specific about play equipment but I seem to remember there was a subsidiary agreement because the developers didn't want to provide their own play space or bus stop (sensible people – no ongoing maintenance costs) so gave money to the PC instead.

## What funding is currently available?

Planning No	Site	Sum Received	Section 106 Category	Specific Intended Use	Balance	To be Repaid if not applied?	By When?
1/0948/2019/FUL	Holy Lane Farm, Halwill Junction	£23,751.43	Open space contribution, Child's play space, Sports and Rec., Youth play space	Including Child Play Space (£1,210.40) at QEII Playing Field, Sports and Recreation (£9,308.70) towards new facilities (MUGA and/or provision of outdoor exercise equipment) at QEII Playing Field and Youth Play Space (£1,210.40) towards new facilities (MUGA and/or provision of outdoor exercise facilities inc. maintenance of QEII playing fields (all amounts indexed)	£23,751.43	10 years from receipt	2032

The only sum currently available to us is listed above. The complete list for Torridge is attached below. The most recent list is published on TDC's website here [Section 106 Grant Funding | Torridge District Council](#).

## What funding do we expect to be available in future?

We expect there to be funding available from the 32 houses off Chilla Road and the 4 houses in Halwill Town. We will not be informed when this money is available, it's up to us to keep an eye on the list.

Planning No	Site	Sum Received	Section 106 Category	Specific Intended Use	Balance	To be Repaid if not applied?	By when?
1/1001/2011/FUL	9/10 Bridgeland Street, Bideford Wetherspoons	£19,556.70	CCTV	Bideford CCTV maintenance - agreed to be used for Skate Park CCTV	£3,943.70	Not specified - assume 5 years	29/05/2018
1/1063/2010/FULM	Strongvox Development, East the Water	£10,000.00	Recreational Facilities in locality of site	Improving Recreation provision in the vicinity of the Strongvox Development - East the Water	£5,760.85	Not specified - assume 5 years	2019
1/0695/2015/FULM	LAND AT COLLEGE PARK EXT - MORETON HOUSE	£10,000.00	Off Site Play Space Contribution	Sec 106 specified Short Close Public Open Space, Londonderry Farm, Bideford	£9,510.00	10 years in Sec 106 agreement	2028
1/1109/2015/FULM	Old School House, Belvoir Road Bideford	£10,824.00	Off Site Play Space Contribution	Off Site Play and Recreational Facilities Contribution towards the provision of new play facilities at Short Close, Londonderry	£10,824.00	Not specified – assume 10 years	2028
1/0336/2008/FUL & 1/0277/2014/SEC106	RYDON FIELDS PHASE V, HOLSWORTHY	£10,161	Off Site Recreation Contribution	Off Site Recreation Contribution	£10,161	Not specified - assume 5 years	2024
1/0880/2015/FULM	DOV-VENN MINES ROAD EAST-THE-WATER	£8,237.87	Off Site Recreation Contribution	Play space contribution at Gammaton Road East the water	£8,237.87	5 years specified in Sec 106 agreement	2023
1/1156/2015/OUT	Land at Chapel Road, Parkham	£5,721.55	Off Site Recreation Contribution	Recreation provision in the vicinity of the site	£5,721.55	Not specified so assume 5 years	2023
1/0586/2016/FULM	Roslyn Gardens, Westward Ho!	£56,276.70	Affordable Housing	AH provision in Westward Ho	£56,276.70	10 years from receipt	2030
1/0586/2016/FULM	Roslyn Gardens, Westward Ho!	£56,276.70	Affordable Housing	AH provision in Westward Ho	£56,276.70	10 years from receipt	2030
1/0586/2016/FULM	Roslyn Gardens, Westward Ho!	£56,295.00	Affordable Housing	AH provision in Westward Ho	£56,295.00	10 years from receipt	2031
1/1050/2020/FUL	Ferndale Limers Hill Torrington	£4,426.77	Amenity & Greenspace Contribution	Towards the improvements of Torrington Commons	£4,426.77	No time specified - assume 10 years from receipt	2031
1/1050/2020/FUL	Ferndale Limers Hill Torrington	£10,651.77	Parks, Sports & Recreation	Towards enhancements and improvements to Calf Street Part, The Old Bowling Green Park and the Great Torrington Heritage Trail.	£10,651.77	No time specified - assume 10 years from receipt	2031
1/1050/2020/FUL	Ferndale Limers Hill Torrington	£967.31	Play Space (child)	Towards improvements to child play space at Trafalgar play area	£967.31	No time specified - assume 10 years from receipt	2031

1/0327/2008/FUL	Cleave Wood, Mines Road, East the Water	£48,611.00	Health contribution & Equipped play facility	Health £8102 Provision of an equipped play facility £40,509 as required as a result of the BID2 allocation	£48,611.00	10 years from receipt	2032
1/0948/2019/FUL	Holly Lane Farm, Halwill Junction	£23,751.43	Open Space contribution; Child Play Space, Sports and Rec, Youth Play Space	Including Child Play Space (£1,210.40) at QEII Playing Field, Sports and Recreation (£9,308.70) towards new facilities (MUGA and/or provision of outdoor exercise equipment) at QEII Playing Field and Youth Play Space (£1,210.40) towards new facilities (MUGA and/or provision of outdoor exercise facilities inc. maintenance of QEII playing fields (all amounts indexed)	£23,751.43	10 Years from receipt	2032
1/0728/2014/OUT	Land Adjacent to Malt Scoop, Merton	£22,781.49	Play Space	Towards the provision and/or improvement of play space facilities payable in accordance with the third schedule	£22,781.49	5 years from receipt	2027
1/0095/2020/FULM	Land to the North of New Street	£47,129.35	Affordable Housing Contribution	Affordable Housing Commuted Sum payable to the Council in lieu of the provision of 0.79 affordable housing units	£47,129.35	10 years from receipt	2032

Updated 23/01/2023 – C Burgin

engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the terms **Occupied, Occupy and Occupier** shall be construed accordingly.

**Offsite Sports Contribution**

means the sum of £32,397.99 (thirty two thousand three hundred and ninety seven pounds and ninety nine pence) towards the provision of sports provision in Halwill Junction being calculated and apportioned as follows:

- £29,029.61 (twenty nine thousand and twenty nine pounds and sixty one pence) as the capital contribution; and
- £3,368.38 (three thousand three hundred and sixty eight pounds and thirty eight pence) for the maintenance contribution.

**Offsite Youth Playspace Contribution**

means the sum of £13,192.03 (thirteen thousand one hundred and ninety two pounds and three pence) towards the provision of youth play-space in Halwill Junction being calculated and apportioned as follows:

- £11,029.77 (eleven thousand and twenty nine pounds and seventy seven pence) as the capital contribution; and
- £2,162.26 (two thousand one hundred and sixty two pounds and twenty six pence) for the maintenance contribution.

**Open Market Dwelling(s):**

means the Dwellings other than the Affordable Dwellings (as defined in Schedule 1) to be sold on the open market at Open Market Value and which do not form part of the Affordable Housing as set out in Schedule 1.

**Open Space:**

means the provision of:

- 106.98m<sup>2</sup> of allotment space;
- 50m<sup>2</sup> of children's playspace;
- 2846m<sup>2</sup> of parks and garden recreation space; and
- 1,327m<sup>2</sup> of sports space

to be provided onsite and to be constructed in accordance with the Open Space Specification.

**Open Space Specification:**

means the specification for the Open Space to be agreed with the Council which includes details of the works and features of all parts of the Open Space including its location.

investigations and site survey works, laying out and pegging out operations, the temporary display of site notices or advertisements, the construction of boundary fenceings and hoardings any archaeological investigation or site remediation works and construction of site compounds or sales area and **Commence, Commenced and Commence Development** shall be construed accordingly.

- Development:** means the development on and of the Site pursuant to the Planning Permission.
- Dwelling:** means any dwelling to be constructed pursuant to the Planning Permission.
- Education Secondary School Transport Contribution** means the sum of £2,604 (two thousand six hundred and four pounds) plus Indexation towards additional transport to secondary schools in the vicinity of the Site
- Expert** means a person having appropriate qualifications and local knowledge and experience in the matters in dispute as agreed by the Relevant Parties or failing agreement such person as is nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Relevant Parties.
- Halwill Parish Council** The Parish Council constructing the multi-use games area.
- Indexation** Means the Indexation more particularly referred to in Clause 10 of this Agreement.
- Interest Rate:** means 4% above the Barclays Bank PLC base rate calculated on a day to day basis.
- Occupation:** means occupation for the purposes of residential use permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the terms **Occupied, Occupy** and **Occupier** shall be construed accordingly.
- Off Site Allotment Contribution** Means the sum of £569.28 ( Five hundred and Sixty Nine Pounds and Twenty Eight Pence) subject to Indexation to be used towards the provision of off site allotments in the vicinity of the Site.
- Off Site Play Space Contribution** means the sum of £3,468.22 (Three Thousand Four Hundred and Sixty Eight pounds and Twenty Two Pence) subject to Indexation to be used

for the improvement of child and youth play space in the vicinity of the Site

<b>Off Site Park Sport and Recreation Contribution</b>	means the sum of £13,334.23 (Thirteen Thousand Three hundred and Thirty Four Pounds Twenty Three Pence) subject to Indexation to be used towards the construction of a multi use games area being constructed by Halwill parish council
<b>Off Site Contributions</b>	Means the Off Site Allotment Contribution, Off Site Play Space Contribution and the Off Site Park Sport and Recreation Contribution
<b>Plan 1:</b>	means the plan annexed to this Deed at Appendix 1 showing the Site.
<b>Planning Permission:</b>	means the planning permission to be granted by the Council pursuant to the Application.
<b>Relevant Parties:</b>	means the parties to this Deed or their successors in title and/or assigns who are in dispute.
<b>Section 73 Agreement:</b>	means a Deed made pursuant to section 73 of the 1990 Act required pursuant to an application submitted pursuant to Section 73 or Section 73A of the 1990 Act;
<b>Site:</b>	means the land adjacent to Byways Halwill Devon edged red on Plan 1
<b>Working Days:</b>	means any Monday to Friday (other than bank or public holidays and other than the period from 24 December to 4 January).

## 2. Interpretation

- 2.1. References to any party shall include the successors in title to that part of the Site and to any party deriving title through or under that party and the expressions the "Council" and the "County Council" shall include the successors to their statutory functions.
- 2.2. Words importing the masculine gender only shall include all other genders and vice versa.
- 2.3. Words importing the singular shall include the plural and vice versa.
- 2.4. Words importing persons shall include companies and corporations and vice versa.
- 2.5. Where any party consists of two or more persons companies or corporations, the covenants and agreements expressed to be made by that party and the conditions and provisions contained in this Deed shall be deemed to have been made jointly and severally by the persons named as that party.
- 2.6. Save where a contrary intention is expressed, a reference herein to a clause or Schedule or Annex or Appendix shall be deemed to be a reference to a clause or Schedule or Annex or Appendix of this Deed and reference to a sub-clause, paragraph or Part shall be deemed to be a reference to a sub-clause, paragraph or Part of the clause or Schedule or Annex or Appendix in which such reference appears.
- 2.7. All references to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations,

**HALWILL PARISH COUNCIL - FINANCIAL SUMMARY**

As at 6<sup>th</sup> September 2023

	£	£		£
<b>CASH AT BANK 6<sup>th</sup> September 2023</b>		9155.76	Deposit A/C	43
		<u>          </u>	Current A/C	9113
<u>Add</u>				
VAT reversal		1713		
Precept second payment		7500		
DCC car park payment		1250		
<u>Less:</u>				
Balance of precept yet to pay	-5071			
P3 ring fenced	-153			
Gazebo	-1000			
Ring fenced for outstanding cheques	-625			
PWLB loan repayment	-1560			
<u>Adjusted total balance carried forward</u>		<u>11211</u>		
Principle remaining on PWLB loan		10924.34		

Capital items 22/23	
Speed sign	2224
Brazier	462
Gazebo	1109
Swings	6363
Total	<u>10158</u>

Sheet2

HALWILL PARISH COUNCIL - BUDGET 2023/24

BUDGET	2023							2024					TOTALS	YET TO	REVISED	VARIANCE	
	ACTUALS												FOR YEAR	PAY	2023-24		
	£	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	2023-24			
Insurance	413		446											446	-	446	33
PO Box	260													-	-	-	-260
DALC	200	229												229	-	229	29
Play inspec	100													-	100	100	0
Accting srvcs	150	72												72	72	144	-6
ico annual fee	40	40												40	-	40	0
Bus Shelters	180			45		45								90	90	180	0
Hall Hire	200			176										176	144	320	120
Clerk	4,824	402	402	402	402	402	402							2,412	2,412	4,824	0
Stationery	100	6			6									12	88	100	0
IT/telephone	200	20	10	10	10	10								70	130	200	0
Maintenance	500				276		351							627	-	627	127
Travel/subsis	50													-	50	50	0
Training	100													-	100	100	0
Warden	1,700	90		570	260		280							1,200	500	1,700	0
Xmas dec	90													-	90	90	0
Grants / RBL	1,000													-	1,000	1,000	0
/ S137 Resves	4,000		460		3,245									3,705	295	4,000	0
Ring fenced for ash di	2,000						625							625	1,375	2,000	0
<b>14107</b>		<b>859</b>	<b>1,318</b>	<b>1,203</b>	<b>4,199</b>	<b>412</b>	<b>1,713</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,079</b>	<b>5,071</b>	<b>14,150</b>	<b>43</b>

checks: 14150