EXTRAORDINARY PARISH COUNCIL TO BE HELD IN

THE HUNLOKE HALL

ON

THURSDAY 3rd APRIL 7.30 P.M.

The Press and Members of the Public are welcome to attend.

The Openness of Local Government Bodies Regulations 2014 permits the audio and visual recording and photography of the Council and Committee meetings by the general public and/or media. It would be appreciated if persons wishing to take photographs or to record a meeting, were, wherever possible, notified to the Chairman or Clerk before the meeting concerned.

Public Participation- To hear public comments / questions.

No decisions or arrangements will be raised in this section unless the issue is listed on this Agenda. You will be allowed a maximum of 3 minutes. Maximum of 15 minutes allowed in total.

AGENDA

1. Apologies

To consider apologies.

2. Disclosure(s) of Interest.

To receive any declaration of interest by a member in relation to matters to be considered at this meeting as required by the Code of Conduct.

3. Minutes - Attached

To confirm as a true record the Minutes of the meeting of the Parish Council held on 11th March 2025. The attachments will form part of these main minutes but will not be redistributed with this Agenda.

4. Openreach – Wayleave request WL356065- attached

Approximately 6 metre(s) of underground duct and cables, the maps have been added to the last pages of the attached Wayleave. This agreement offers a one-off payment to the Parish Council of £ 14.16. If agreed the attached Wayleave needs to be signed

5. Date of next Meeting

13th May Annual Meeting

MINUTES OF THE FULL COUNCIL MEETING HELD IN THE VILLAGE HALL TUESDAY 11th MARCH AT 7.30 PM

PRESENT:	Cllr Mike Davis
	Cllr Liz Bissett
	Cllr Chris Dyke
	Cllr Tim Hues
	Cllr Claire Church
	Cllr Reay (Wiltshire Council) (left 20.30)
OFFICER:	Jeannette Young (Clerk)

PUBLIC PARTICIPATION: 10 members of the public were in attendance.

Q. Is any money expected from the Solar Farm?

A. There are currently no known funds expected if it proceeds.

Q. For the Fete in June, we will apply for the same grant as last year for silent disco headphones. Plans were also discussed regarding VE Day on 8th May.

A. The grant application for the Fete in June must be submitted in time to be included in the agenda for the meeting on May 13th (10 days prior). If a grant is to be considered for VE Day, an extraordinary meeting will need to be scheduled.

Q. Great British Spring Clean is happening on 22nd March with equipment being delivered prior to the day.
 A. Thank you for organising.

Q. Parking concerns on the Green.

A. We will address the Green later in the agenda.

Q. I have donations from fireworks event do I have to pay to you? A. No you can pay into the Village Hall. All you need to pay back is any money left over from the initial grant of £750.

Q. Access roads off the Green is in a bad state. Is there anything the Council can do?

A. We will have a look at what has happened before and see if a precedence has been set.

- Q. Can we have a new football net on the Green please?
- A. Members to consider

108/24/25 Apologies

Apologies were received from Cllr Nina Jeffries and Cllr Dan Scott

109/24/25 Declarations of Interest

Cllr Hues made two declarations regarding the planning application for the installation of a solar farm at Townsend Farm. First, Cllr Hues is in a business relationship with the owner of the land and secondly, he owns the fields where the solar company wish to lay cables.

110/24/25 Minutes

It was proposed by Cllr Bissett, seconded by Cllr Church and UNANIMOUSLY RESOLVED to confirm the Minutes of the Extraordinary meeting of the Parish Council held on 14th January 2025 as a true record. The Minutes were duly signed by the Chairman Cllr Davis

111/24/25 Chairmans Announcements

The following announcements were made: -

- The Parish Meeting is due to be held on the 6^{th of} May 2025, please could all updates be emailed to the Clerk before the end of April.
- The Council has today received notice of the Parish and Unitary Elections, which are due to take place on the 1^{st of} May 2025.
- The Chairman highlighted the traffic issues being caused by the part closure of the High Street in Devizes. The temporary one-way system set up due to the fire in the listed building is causing a 10-minute journey into Devizes to take 40 minutes. Drivers are using Poulshot as an alternative route to avoid Devizes and businesses are suffering, meaning some shops have been forced close due to lack of footfall caused by the traffic problems.
- Concern was raised over the state of the road through the Village, which due to the extra traffic using it as an alternative route around Devizes seems to have increased the number of potholes and uneven road surface.
- Broadway Lane has been cleared by Wiltshire Council but there was frustration at the lack of communication from their officers regarding the resurfacing of the Byway.

112/24/25 Police Report

No police report had been received, and no police were in attendance.

113/24/25 Update from Wiltshire Councillor Tamara Reay

Wiltshire Council set its budget for £527m with a large portion of this money going to social care. The Government has removed the rural area funding that Wiltshire Council historically received, however the rise in Council Tax has stayed below the allowed threshold an a balanced budget has been achieved. Elections in Wiltshire are going ahead; WC have put in a bid for Mayoral authority, with Dorest and Somerset, for the formation of a 'Wessex' strategic mayoral authority. This bid could take up to three years to be accepted/implemented.

114/24/25 Planning Applications:

114/24/25.1

14/24/23.1	
Application No: Application Link	PL/2024/11446 https://development.wiltshire.gov.uk/pr/s/plannin g-application/a0iQ300000BS0J3
Application Type:	Full Planning Permission
Proposal:	Change of use of annexe to be used as ancillary accommodation to main house and holiday accommodation.
Site Address:	Cooks Orchard, The Green, Poulshot, Devizes, SN10 1RT
Case Officer	Brook Bishop
Respond by	11 th March 2025
Comments	It was proposed by Cllr Bissett, seconded by Cllr Church and UNANIMOUSLY agreed to resubmit their support of this application stating that it would greatly benefit the village

114/25/25.2

117/23/23.2	
Application Ref: Application Link:	PL/2024/11631 https://development.wiltshire.gov.uk/pr/s/planning- application/a0iQ300000BcJ89IAF/pl202411631?tabset- 8903c=2
Application type:	Full Planning Permission

Proposal: Address:	Installation of a solar farm comprising ground mounted solar PV panels with a generating capacity of up to 13.5 MW and associated infrastructure, including solar panel mounts, substation, inverters, storage containers, underground cabling, fencing, CCTV, internal roads and tracks, landscape and ecological enhancements for a period of 40 years Townsend Farm, Townsend, Poulshot, Devizes,
Case	SN10 1SD Jonathan James
Officer:	Jonathan James
Respond By:	13 th March 2025
Comments	It was proposed by Clir Bissett, seconded by Clir Church and RESOLVED to OBJECT to this proposal, PL/2024/11631 due to the following points Detrimental impact on the environment Using valuable agriculture land No benefit to the immediate local community Increase of traffic through the village and its surrounding neighbours using small country lanes. As well as the following;- Flood Risk and Drainage - the site selection process appears to be contrived including in respect of flood risk. It justifies this site selection on the basis of it being at lower flood risk (EG predominantly Flood Zone 1) at two other alternatives (see site selection report para 4.3.21 and Figure 6), yet this proposal has then chosen to encroach into areas of higher flood risk (Flood Zone 3) (see site selection report para 4.3.22) How can it justify this site selection on the basis of being at lower flood risk? Given the extensive site area surely it should be possible to design the scheme not encroaching into the this area of higher flood risk. A more robust justification for this should be provided or better still, the scheme should be withdrawn and redesigned to avoid this. The Environment Agency objection appears to be recognising this issue. We also understand that the national flood risk mapping is going through a period of review - the submitted FRA does not seem to acknowledge this, additional information should be provided to demonstrate the surface water drainage arising from all aspects of the scheme including various buildings can be properly managed. We cannot understand why Wiltshire Council drainage team have not identified this as a concern. There should be robust evidence to show how surface water will be stored and conveyed to a suitable outfall

1	
	Statement do not appear to add up correctly, additionally the proposed highway widening works at the Bell Hill junction in Seend are not clearly set out. The report implies that improvements are needed without providing appropriate detail including plans clearly showing what is highway land and what land is in 3rd party control, what highway improvement is proposed and that this has been fully assessed and supported
	by appropriate highway design and safety audits. Drawings
	3676 -O1- DO1 and DO2 are inadequate and there is a lack of
	clear delivery commitment.
	3. The proposals imply consideration has been given to some sort of community planning gain without any substantive details about this would or how it would be delivered
	4. The consultation period should be extended due to the
	Landscape and Visual Impact assessment and extensive supporting information not being published initially, and people
	needing more time to review in full.

114/25/25.3

Application No: Application Link:	PL/2025/01332 https://development.wiltshire.gov.uk/pr/s/planning- application/a0iQ300000ChFEb
Application Type:	Householder planning permission
Proposal:	Replacement conservatory windows and roof
Site Address:	51 The Green, Poulshot, Devizes, SN10 1RT
Case officer	Audrey Lo
Respond by	20 th March 2025
	Cllr Bissett, seconded by Cllr Dyke and UNANIMOUSLY as NO OBJECTION to this proposal, PL/2025/01332

114/25/25.4

14/23/23.4	
Application No: Application Link:	PL/2025/02297 https://development.wiltshire.gov.uk/pr/s/planning- application/a0iQ300000DD3On
Application Type:	Notification of proposed works to trees in a conservation area
Proposal:	T1 = Willow Tree - Pollard back to main stem leaving approximately 2 meter monolith stem. T2 = Apple Tree

	Prune old water shoots, no more than 1 meter over entire canopy.
Address	53 THE GREEN, POULSHOT, DEVIZES, SN10 1RT
Case Officer	Julie Kelly
Respond by	27 th March 2025
	Ilr Bissett, seconded by Cllr Dyke and eed that there was NO OBJECTION to this proposal,

114/25/25.5

Application No: Application Link:	PL/2025/02278 https://development.wiltshire.gov.uk/pr/s/plannin g-application/a0iQ30000DCvJB
Application Type:	Notification of proposed works to trees in a conservation area
Proposal:	T1- Robinia- Remove upper major lateral limb on North-west side of crown and reduce remaining major lateral limbs on North-west side of crown by up to 3m and shape to leave in good form. T2- Yew- Reduce height by approximately 2m and shape- To reduce shading of adjacent solar array to be installed.
Address	POULSHOT HOUSE, 73 POULSHOT ROAD, POULSHOT, DEVIZES, SN10 1RX
Case Officer	Julie Kelly
Respond by	27 th March 2025
	Cllr Bissett, seconded by Cllr Dyke and preed that there was NO OBJECTION to this 02278

115/24/25

The following planning decision was noted

Application Ref:	PL/2025/00494
Proposed Works	To Trees in a Conservation
	Area
Address:	11 POULSHOT ROAD,
	POULSHOT, DEVIZES, SN10
	1RJ

Proposal	T1 Field Maple - Overall
	canopy reduction of 2 to 2.5
	meters

116/24/25 Working Group Notes and Recommendations

The Notes from the meeting of Village Maintenance and Highways & Police working group held on the 6th February 2025 were considered and noted.

117/24/25 Wessex Water – Pumping Station Kiosk S16 Request

Further to the recommendation made at the working groups meeting on the 6th February 2025, the S16 form and accompanying map was discussed and several points clarified. Members confirmed that the completion of the form S16 would releases a small area of Village Green land to enable the installation of an above ground kiosk to run the below ground pumping system.

It was therefore proposed by Cllr Dyke, seconded by Cllr Bissett and UNANIMOUSLY RESOLVED for the Chairman Cllr Davis to sign the Planning Inspectorate form S16 to deregister a small area of Village Green land of not more than 1.5m² for the installation of a pumping station kiosk on the condition that there is no cost whatsoever to Poulshot Parish Council.

There then followed a further discussion regarding a late request relating to the proposed underground pumping installation for permission to drill trial holes. to help establish the exact location of existing buried assets along with the borehole (maps will be attached to these minutes). It was therefore proposed by Cllr Davis, seconded by Cllr Bissett and UNANIMOUSLY AGREED to grant permission for Wessex Water to drill trial holes on the 14th to the 16th April and the bore hole on the 17th April, as detailed on the provided maps.

118/24/25 Openreach – Wayleave requests

Both requests, WL356825 (4 metres of underground duct and cables) and WL352066 (6 metres of underground duct and cables) were considered, with concerns raised regarding tree roots and events on the Village Green. It was thus proposed by Cllr Davis, seconded by Cllr Hues and UNANIMOUSLY RESOLVED for the Chairman Cllr Davis, to sign both Wayleaves, WL356825 and WL352066 and claim the one off payments of £9.44 and £14.16 respectively, on condition that Openreach agree not to interfere with the roots of the protected trees and avoid the Cricket match due to take place on the 23rd April 2025.

119/24/25 Village Green and Amenity Field Maintenance

It was explained that even after chasing the third supplier had not produced a quote therefore only 2 quotes had been received. After comparison and deliberation of the 2 provided quotes and what funds were in the budget for

25-26, it was proposed by Cllr Bissett, seconded by Cllr Hues and UNANIMOUSLY resolved to contract supplier A (Idverde)to cut the Village Green, - cut the large areas with the tractor and roller mowers (14 cuts), 1 cut in March, 2 cuts in April, 2 cuts in May, 2 cuts in June, 2 cuts in July, 2 cuts in August, 2 cuts in September, 1 cut in October and to cut smaller areas that the tractor can't get into, tractor and flail the hedges around the nature area once, cut the paths in the wild area once in October or November, leaving the areas around the pond at a cost of £2161.00 + VAT(*This will be 12 equal payments of £180.00* + VAT) and to cut the amenity field once per month March to September using a ride on machine at a cost of £48.00 + VAT per cut.

120/24/25 Village Trust Update

The update was received with an explanation about wildflower planting along Broadway and how the soil needed to be kept clear for two years before the wildflowers could be sown. Members had no objection to this proposal and were happy to hear the landowners had given permission. The received quotes for replacement trees were explained and how it may be more advisable to plant alternative species to the failed Lime trees. It was proposed by Cllr Bissett, seconded by Cllr Church and UNANIMOUSLY AGREED to defer making a decision on tree replacements for the failed Limes at this point, this was due to the tree planting session coming to an end shortly and needing more information on alternative species.

121/24/25 Poulshot Footpath to A361

Following an approval from the Area Board to develop a proposal for a substantive bid, to provide a footpath from the Village out to the A361 at a cost of £4,500.00, (funds to be provided by LHFIG £3,375 and Poulshot Parish Council £1,125). Members felt they needed more information on what the proposal entailed and if they were obligated to go ahead with it. It was requested that the Clerk contact Cllr Reay for more information.

122/24/25 Member updates

Bus Shelter – Cllr Dyke reported he was still chasing for another two quotes. **Speed Indicators** (SIDs) – Cllr Church stated she has not made any progress but hoped to pick it back up again soon.

Broadway Lane -LHFIG – Cllr Church to contact Cllr Reay to help with communication with Wiltshire Council.

Tree Survey – Cllr Davis reported the contractor will be completing the survey once the trees have budded up

Tree Grant – Cllr Bissett Confirmed grant application has been sent. **Playground Cleaning** – All Members agreed the date of 22nd March to tie in with the Great British Spring Clean and the hire of a cleaning machine to remove the moss and to reposition the seat.

123/24/25 Finance Report and Bank Balances

Members received and **NOTED** the report, dated the 4th of March 2025 showing balances of.

Total Funds = $\pounds141,527.30$ Parish Accounts = $\pounds19,930.80$ Community Fund = $\pounds121,596.50$

124/24/25 Financial Expenditure

Members considered the financial expenditure report, and it was proposed by Cllr Bissett, seconded Cllr Davis and **UNANIMOUSLY RESOLVED** to approve the 4th March2025 expenditure report, showing payments of £2931.98

125/24/25 Completion of Accounts for FY 25/26

This was discussed with members agreeing to wait until the new municipal year before deciding.

126/24/25 Confirmation of Next Meeting

13th May 2025

Meeting ended at 21:07

Signed.....Date.....

Wayleave agreement for British Telecommunications plc -

BT reference: WL356065

Notice

- This is an agreement pursuant to Schedule 3A of the Communications Act 2003, otherwise known as the Electronic Communications Code ('the Code'). For more information about the Code, see http://www.legislation.gov.uk/ukpga/2017/30/pdfs/ukpga_20170030_en.pdf
- By signing this agreement, you allow us to place apparatus on your property and keep it there.
- We recommend you keep this agreement with your title deeds.

This agreement is between you,

POULSHOT PARISH COUNCIL

(your name) (your address or registered or main office)

POULSHOT DEVIZES SN10 1RS

and us, **British Telecommunications plc** whose registered office is One Braham, 1 Braham Street, London, E1 8EE. (Registered in England No 1800000)

The term 'us' includes anyone who takes over our business, and our contractors. The term 'you' also refers to any others who are bound by this agreement under the terms of the code.

Property the agreement relates to

O/S 52A THE GREEN, POULSHOT, WILTSHIRE, DEVIZES, SN10 1RT

('your property')

Description of our apparatus

APPROXIMATELY 6 METRE(s) OF UNDERGROUND DUCT AND CABLES

('our apparatus') If there is a plan attached to this agreement, it shows the approximate

position of our apparatus.

Payment

If we are making a payment to you under this agreement, it is set out here.

£ 14.16 (This is a one-off payment).

Your signature:

Please print name

Our signature: Fal

Please print name Paul Fowle

For office use only Date of agreement Wayleave agreement for British Telecommunications plc

1 Our rights

We have the following rights ('our rights').

We may:

- install our apparatus on, under, or over • your property;
- inspect our apparatus; •
- repair or substitute our apparatus;
- remove our apparatus;
- upgrade our apparatus;
- share our apparatus;
- add further cables in existing duct.

We may come on to your property to do any of these things without giving you notice. However, we will try to contact you beforehand if possible. If we need to bring vehicles or heavy machinery onto your property, we will ask you first unless it is an emergency.

2 Our responsibilities and our limits on our liability

We will take reasonable care not to cause damage to your property, including:

- taking all reasonable precautions to avoid obstructions or interference with the use of the Property or any adjoining property;
- maintaining and keeping the Permitted Apparatus in good repair and condition and so as not to be a danger to you, your employees or property, or the tenants or occupiers of the Property;
- carrying out and completing our works and use and operate the Permitted Apparatus in accordance in all respects with all relevant legislation;
- maintaining insurance with a reputable insurance company against public liability and other third party liability in connection with any injury, death, loss or damage to any persons or property belonging to any third party arising out of the exercise by us, our employees, agents or any person under our control of the rights hereby granted, and will provide details of such insurance to you upon reasonable request;

We will use the reasonable skill and care of a competent communications provider in doing any of these things including the location of the apparatus.

If our negligence causes death or personal injury, we accept responsibility and there is no limit to our liability. We also accept responsibility for our fraud, fraudulent statements or any other liability that the law does not allow us to exclude or limit.

In relation to property damage, if we do damage your property, we will accept responsibility for damage to your property and at our option we will either (a) pay you up to £1,000,000.00 in total for all events occurring in a calendar year; or (b), or repair it to your reasonable satisfaction.

We will indemnify (compensate) you up to £5,000,000.00 if someone makes a claim against you because of us installing or keeping our apparatus on your property as long as:

- you did not cause or contribute to the • claim;
- you let us know straight away when you hear about a possible claim;
- you use reasonable endeavours to mitigate any losses, damages or liability;
- you let us take control over any claim if and when we ask; and
- you get our permission in writing before you make any payments or admit liability.

Apart from what we have mentioned above (for anything else) we won't pay you more than £500,000.00 in compensation in a calendar year.

Please note that apart from liability for death or personal injury and fraud, fraudulent statements or other liability that cannot be excluded under law, we're not responsible for and will not indemnify you for any (direct or indirect) loss of profit, revenue, business, goodwill, anticipated savings, wasted expenditure, wasted time, opportunity, contracts or data, nor are we responsible for any special, indirect or consequential loss.

3 Your responsibilities

You must not damage our apparatus or allow anyone else you are responsible for to damage our apparatus.

You must not place or build anything on your property which would make it more difficult for us to get to our apparatus. You must not

Wayleave agreement for British Telecommunications plc

plant a tree or shrub if the roots are likely to interfere with our apparatus, unless you have to do this because of planning law.

4 Notices

The procedure for sending any notices under this agreement and/or the Code is set out in the Code. For all notices relating to this agreement, the 'proper address' of the Company for service shall be the Company's registered address at Companies House as updated from time to time and any such notice shall be marked 'For the attention of Openreach Wayleaves Team'.

5 Who apparatus belongs to

Our apparatus belongs to us at all times.

6 Use of personal data for placement of apparatus

We collect and process the personal data set out in this wayleave for the purposes set out in clause 1 of this Agreement. The lawful basis for the collection and processing of the personal data is to meet our legitimate interests. For information on our obligations and your rights please see our privacy policy available at:

https://www.openreach.com/privacypolicy/

7 Termination

7.1 Subject to the following clauses, this agreement will terminate automatically without notice in the event that we :

7.1.1 remove the Permitted Apparatus; or

7.1.2 cease to be a person to whom the Code is applied.

7.2 We may terminate this agreement by giving you three months' notice.

7.3 Subject always to clause 7.5 you can only terminate this agreement by giving us 18 months' written notice and only if,

a. you intend to redevelop the Property or land neighbouring and cannot reasonably do so unless this agreement comes to an end or

b. the prejudice caused to you by the agreement can no longer be compensated for by money and the public benefit likely to result from this agreement continuing no longer outweighs the prejudice to you

7.4 if we are in substantial breach of the agreement and

a. the breach is incapable of remedy or
b. we have failed to remedy the breach
within 30 days after you have notified us of
the breach;

7.5 your right to terminate this agreement is subject to paragraph 31 of the Electronic Communications Code.

7.6 you shall have the right to require removal of the Permitted Apparatus subject to Part 6 of the Code.

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Wayleave agreement for British Telecommunications plc

Notes (These notes do not form part of the agreement.)

The Electronic Communications Code is set out in Schedule 3A to the Communications Act 2003. The Code sets out our rights and responsibilities when we put apparatus on private property.

Paragraph 11 of the Code says we must get the occupier's written permission to place apparatus on private land.

Paragraph 82 of the Code gives us the right to lop overhanging trees on the roadside that interfere with our apparatus.

Part 15 of the Code sets out the procedures for notices.



