Fen Ditton Parish Council

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All members of the Council are summoned to attend the Monthly Meeting of Fen Ditton Parish Council on Wednesday, 06th November 2024 at 7.30 p.m. **Marleigh Parish Office** for the purposes of considering and resolving the business to be transacted at the meeting as set out in the agenda below.

Members of the public are invited to address the meeting between 7.30 p.m. and 7.45 p.m.

Indira Hui Raha
Clerk & RFO
1st Floor, The Hanger Building,
Jubilee Sq, Valiant Lane,
CB5 8BX

A G E N D A

LGA 1972 s12 10(2)(b) states that business must be specified on the agenda; therefore the Council cannot lawfully agree any matter that is not on the agenda. * indicates an agenda item for reporting only

2024/45 To receive apologies
2024/46 To elect new Vice Chairman & sign the declaration
2024/47 Open forum for members of the public
2024/48 To approve the Minutes of the meeting held on September 3rd, 2024
2024/49 To approve the Minutes of the meeting held on October 1st, 2024
2024/50 To receive declarations from Councillors as to the disclosable pecuniary and non-pecuniary interests in relation to any items on the agenda
2024/51 To receive reports from and questions to:
- i. County Councillor/s
- ii. District Councillors

2024/52 Clerk's report and matters arising from the Minutes.
- i. Update on new accounting system- SCRIBE
- ii. Update on Bank account Status.
- iii. Update on Play area repair update.
- iv. Update on Grass Cutting, going ahead with tender process.
- v. Update on Cemetery.
- vi. Update on VAT Return.
- vii. Update on Budget.
- viii. Update on Bank reconciliation.
- ix. Tree maintenance plan, 5 years rolling plan.
- x. No electronic copies of minutes up to 2017 available.
- xi. Update on Solar Farm meeting.
- xii. Remove Ivy's from Church Street wall in progress, roots are well established.
- xiii. Over grown tree in Plough Hill cut by the resident.
- xiv. Clerk leave updates 2025.
- xv. NALC has published an advice note on local government services pay agreement 2024-25.
- xvi. Defibrillator S/N DFS4K-22-6046 may have been used on 19/10/2024.
- xvii. Update on 3 Green End issues.
- xviii. Leaflet drop for new Councillors completed.

2024/53 To approve payments made during the month and accounts for payment and note payments made:

Clerk Salary	Sep 2024	£1178.66
Clerk Salary	Oct 2024	£1178.66
Commercial Play (Play area repair remaining 70%)		£1680.00
MC Garden Maintenance	Sep 2024	£1182.00
Transferred to Equal's Money Card	16/10/24	£1000.00
Transferred to Equal's Money Card	7/10/24	£200.00
Lodge & Sons (builders) Limited	Repairs churchyard wall (Remaining)	£1309.10
SCRIBE	Monthly	TBA

Hayden Woodruff		Cleaning Bus shelter	TBA
Red Shoes		Payroll	TBA
Cleanliness		Office Cleaning	£55.00
CAPALC		Training	TBA
HMRC		PayE	£64.82

	To approve payments made during the month from Equal's money pre-loaded card:-		
	Co-op (Clerk))	23/10/24	£0.85
	Raspberry Pi (Chair)	18/10/24	£187.00
	Co-op (Clerk)	17/10/24	£5.35
	Co-op (Bill Missing- Clerk)	09/10/24	£0.95
	Cloud Next Annual Subscription (Clerk)	07/10/24	£60.00
2024/54	To note money received – None		
2024/55	To consider following planning applications and tree works applications For info only		
	20/02569/COND21B	Land North Of Newmarket Road Fen Ditton Cambridge South Cambridgeshire CB5 8AA	Submission of details required by partial discharge of condition 21 (Road Levels) of reserved matters application 20/02569/REM *Web Link* https://applications.greatercambridgeplanning.org/online-applications/PLAN/20/02569/COND21B
	24/03837/S73	Land North Of Newmarket Road Fen Ditton Cambridge South Cambridgeshire CB5 8AA	S73 to vary conditions 1 (Approved drawings) and 28 (Visitor car parking) and additional condition 30 (pitch flexibility) of planning permission 23/01939/S73 (S73 to vary condition 1 (Approved plans) of reserved matters application 20/02569/REM (Reserved matters application as part of Phase 1B pursuant to condition 5 (Reserved Matters) of outline planning permission S/2682/13/OL dated 30 November 2016 (EIA Development) for detailed access, appearance, landscaping, layout and scale for the creation of 308 new homes, non-residential floor space, laying out of playing fields, open space, allotments, associated infrastructure and internal roads) to replace six two-storey houses (C2 and C3) within phase 1b with three-storey houses and to replace five carports with garages (D4)) to increase the number of visitor car parking spaces that are available to the users of the Plains recreational field. *Web Link* https://applications.greatercambridgeplanning.org/online-applications/PLAN/24/03837/S73
	23/04935/FUL	Marleigh Phase 3 Land North Of Newmarket Road Cambridge	Construction of a community garden and store room with associated landscape features, street furniture, planters and boundary treatments including pedestrian and cycle connection between the Marleigh development and Jack Warren Green. https://applications.greatercambridgeplanning.org/online-applications/PLAN/23/04935/FUL
2024/56	Proposal to plant two trees in replacement of Ditton lane tree (which had to be taken down because of the road work).		
2024/57	Propose to approve donation amount for wreath to be laid at the war memorial on the remembrance day, and also finalise the volunteer.		
2024/58	Propose to approve the grant of £400 to Marleigh Resident Association Group's start-up cost, subject to application form.		
2024/59	Propose to approve the MOU draft for Marleigh Residents Association. See Appendix 2		
2024/60	Propose to decide the amount to be spent on Christmas tree decoration, also finalize the volunteers.		
2024/61	Propose to approve Calendar of meetings date coming year 2025.		
2024/62	To receive correspondence		
2024/63	Propose to sign the unity bank mandate, amendment is Indira –V/S Vince – V/A Charles and Graham – VSA (remains same).Two signatures are necessary to process the payment.		

2024/64	Propose to sign the mandate of Nationwide to change contact person name and address in bank account.
2024/65	Propose to sign the Nest pension scheme direct debit form.
2024/66	Proposing to evaluate the quotation received from a new landscaping contractor to consider it for backlog jobs.
2024/67	Propose to set a trust meeting date.
2024/68	Propose to accept an offer for a new bench from a villager to commemorate her husband who died recently.
2024/69	Proposal of weekly grass cutting in the recreation ground cricket outfield from mid of March till mid of Sep every year subject to weather and January budget process.
2024/70	Ongoing proposal to purchase remaining IT equipment. New model PC's available mid November.
2024/71	To accept notices and matters for the next agenda It should be noted that no decisions can lawfully be made under this item. LGA 1972 s12 10(2)(b) states that business must be specified, therefore the Council cannot lawfully agree any matter that is not on the agenda.

The next meeting of the Council will be held on 3rd December 2024.

Appendix 1 - Fen Ditton Parish Council

i. Proposal for Nov 2024 meeting:

2024 Pay Scales

NALC have now received details of the Local Government Services Pay Agreement for 2024/25 and have confirmed the pay-scales.

Please have a look at the news story on the NALC website - [NALC publishes local government services pay agreement 2024/25](**https://a40el.r.a.d.sendibm1.com/mk/cl/f/sh/6rqJfgq8dINmOPtXKOXjxfAz6Y9/rtU1GCL9zFXp** "This external link will open in a new window") and link to the NALC advice containing the payscales - [Local government services pay agreement 2024/25 (nalc.gov.uk)] (**https://a40el.r.a.d.sendibm1.com/mk/cl/f/sh/6rqJfgq8dlPRQsBgohxHtGlujrB/8fo70WNCFZAU** "This external link will open in a new window")

Defibrillator

We wanted to let you know that your defibrillator may have been used on 19/10/2024 and your defibrillator record was updated by the East of England Ambulance Service. The record for the defibrillator listed below still shows that it is not emergency ready on The Circuit.

Recycling Point Recreation Ground
Green End
Fen Ditton
CB5 8UP

Gable end of pavilion opposite the cemetery
This means that the ambulance service has recorded that someone was sent to fetch the defibrillator in an emergency, but this does not always mean that the defibrillator was used. In some cases, a defibrillator is brought to the scene of the emergency but not used and then returned. In other cases, the defibrillator brought to the scene is used to help save a life while waiting for the ambulance services to arrive.

Please check your defibrillator and if it was used, replace the pads and other consumables, and check the battery. If you are unsure of how to check your defibrillator after it has been used, please Click here [https://www.bhf.org.uk/how-you-can-help/how-to-save-a-life/defibrillators/how-to-look-after-a-defibrillator].

Potential plant for location 1 & 2 - "Pyrus calleryana 'Chanticleer', it is a very popular ornamental pear tree with an upright, conical flame shape. Masses of white spring flowers are very popular with pollinators and foliage turns a vivid shade of red in autumn. Tolerant of pollution, wind exposure, and drought once established".
2024/56 Proposal to plant two trees in replacement of ditton lane tree (which had to be taken down because of the road work) potential locations are:-

Location 1- S side of High Street near War Memorial – 1 tree,
Location 2- E side of Rec playground – 2 trees,
Location 3- County land at back of SCDC car park – 1 tree – replacement Oak.

Appendix 2

Fen Ditton Parish Council

DRAFT - Memorandum of Understanding (MOU) v1.0

Assistance provided by the Parish Council to Fen Ditton Residents community group

Memorandum of Understanding

This memorandum of understanding is dated xxxxx (date) between the following parties:-

(a) Fen Ditton Parish Council (**the council**), whose registered office is Unit 1,The Hangar Building, 2 Jubilee Square, Marleigh Ave, Cambridge CB (1): authorised representative: Indira (parish clerk)
And

(b) Marleigh Residents association (**the community group**), a company limited by guarantee (company number xxxx) and registered charity (registration number xxxxx) whose mailing address is xxxx (address): authorised representative: xxxx (name and title)

Whereas

(1) The principal activity of the Parish Council is the local government representing the residents of Fen Ditton, which is made up of two wards, West (the original village) and East (including Marleigh).
(2) The principal activity of **the residents community group** is representing the residents of the development know as Marleigh.
(3) The parties agree to work in co-operation to implement a common system of representing all local residents, which may include the provision of a meeting space (office), representation to the developers, District Council planners, other local organisations, and assisting with media communications.

1. Introduction

1.1. In this Memorandum of Understanding, the following expressions have the following meanings:

1.1.1.”MOU”	This Memorandum of Understanding
1.1.2. “Services”	The services provided by the parties to the MOU
1.1.3. “Date of Commencement”	shall mean xxxx (date when agreement starts)
1.1.4. “Clients”	Residents of Marleigh
1.1.5. “Confidential Information”	shall mean any and all information, whether in writing or otherwise, that is disclosed by any party before, on or after the commencement date including, but not limited to, financial information, marketing data, procedures, business plans, lists of funders, personnel data, business relationships, current products, services and anticipated and services and financial information concerning the disclosing party’s business and all disclosures, howsoever made to the other party, in connection with this MOU.
1.1.6. “the office”	shall mean the (1) office located in the Hangar building
(1.1.7. “Space Restrictions”	*The use of the office is restricted by the terms of the lease to “the use of local authorities only”*
1.1.8 “Access”	*Any use of the office shall be strictly on a “guest of the parish council” basis, and a member of the council shall be present as the host at all times.*
1.1.9 “Funding”	*Funding of the community group may be available through the grant system operated by the council, subject to an application and approval process, designed to ensure all community groups have equal access to funding.* *Grants are available annually and do not automatically renew.*

1.2. The headings in this MOU are for ease of reference only and have no legal effect.
1.3. In this MOU, the singular shall mean the plural and vice versa
1.4. The MOU is a statement of present intent between the parties to work in partnership to implement the Action Plan. It is not considered to be a binding framework and does not create any legal obligations between the parties.
1.5. The purpose of this MOU is to define the role of the parties, including any specific role accorded to a named party; the arrangements for collecting and reporting information between the parties; the procedures by which the parties will work together to achieve the aims of the Action Plan.

2. Scope of the MOU

2.1. The MOU sets out the mutual understanding of the principles underlying the relationship between the parties in matters concerning the planning and delivery of the services described in the Action Plan.
2.2. The MOU is concerned solely with the purposes set out above and may not be extended into other activities in which the parties are involved.

3. Role of the Parties

3.1 Role of the council to provide local council services for the client group; assist in communicating, as required to partner agencies (and/or any third parties); manage the relationship between the parties.
3.2 Marleigh Residents Association (**the community group)**: will correlate the wishes of the residents of the Marleigh Development; gather such statistical information as is agreed between the parties as being necessary for representing the group wishes to third parties, either individually, collectively or directly through elected democratic paths, depending on the individual issues raised by the residents.

3.3 Meeting space provision, (the office) use is subject to availability, no objections by the landlord, attendance of a host member of the council, no annoyance to local residents, removal of any waste, maintaining a clean and tidy space.

4. Status of the Parties

4.1. The relationship between the parties is that of independent organisations. Nothing in this MOU shall create or be deemed to create a partnership of agency, franchise or employment between the parties.
4.2. No party shall enter into any contractual obligations on behalf of another party without the prior express written consent of an authorised signatory of the other party.
4.3. No fee is payable from one party to another in remuneration for any services provided within the scope of this MOU.
4.4. The MOU will automatically lapse if either party withdraws from participation in the activities described within.

5. Review and Termination

5.1. This MOU will commence on the Commencement Date and will remain in force in accordance with clauses 5.2 and 5.3
5.2. Within 6 months of the Commencement date of the MOU, the parties will undertake a review of the working relationship and of the MOU and decide whether to extend the term of the Action Plan and the MOU for a further indefinite period.
5.3. If the parties decide to terminate the Action Plan, the MOU will automatically be terminated.

6. Confidentiality

6.1. Both parties agree that, during the term of this MOU, or at any time thereafter, neither they nor any of their employees, agents (including volunteers) or sub-contractors, shall divulge, furnish or make accessible to anyone any of the confidential information listed at 1.15 above unless:
6.1.1. At the date of this MOU, the confidential information is already in the public domain or subsequently comes into the public domain through no fault of the other party;

6.1.2. the confidential information rightfully becomes available to the other party from sources not bound by obligations of confidentiality
6.1.3.the confidential information was available to the other party on a non-confidential basis prior to its disclosure to such party; and
6.1.4. the other party is required by compulsion of law to disclose
6.2. The parties agree that all discussions and negotiations shall be carried out on a strictly confidential basis and any statements (either written or oral) to be made in relation to the existence of the negotiations between the parties shall be subject always to written agreement by both parties.

7. Limitation of Liability

Each party which is to provide services under this project accepts liability, without limit in the case of death or personal injury to any person, and in the case of any other loss or damage, arising from the act or omission (including negligence) or wilful misconduct of itself or its employees, agents (including volunteers) or sub-contractors and agrees to indemnify the other party against all losses, expenses (including legal fees), damages or liabilities suffered or incurred by the other Party as a result.

The councils does not provide any form of legal advise, and any advise given mush not be considered legal in any form. The community group is solely responsible for obtaining their own legal advice.

8. Notices

8.1. Any notice given under this MOU by either party must be in writing and may be delivered personally, sent by facsimile transmission, sent by e-mail or sent by recorded delivery post. In the case of personal delivery, facsimile transmission or e-mail, the notice will be deemed to have been given on the same day and in the case of post will be deemed to have been given four (4) working days after the date of posting.

8.2. Notices will be delivered or sent to the addresses of the Parties as given at the head of this MOU or to any other address notified in writing by any party to the other parties for the purpose of receiving notices after the commencement date of this MOU.

9. Dispute Resolution

9.1. If any of the parties considers one or more of the parties to be in breach of their duties under this MOU or has a grievance about some aspect of the operation of the MOU, the parties shall use their best endeavours to resolve the issue through joint discussions.

10. General

10.1. The parties to this MOU do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1969 by any person who is not a party to it.

10.1.1. No variation to this MOU shall be effective unless in writing signed by duly authorised representatives of each of the parties.

Signed by, for and on behalf of
Fen Ditton Parish Council

Name ……

Position ……

Signature ……

Date ……

Signed by, for and on behalf of

The Marleigh Residents association

Name ……

Position ……

Signature ……

Date ……