

Alphamstone & Lamarsh Parish Council

Chairman: Cllr Mark Brewer

Clerk: Kevin B. Money 7 Roach Vale Colchester Essex CO4 3YN

alphanlampc@gmail.com

<https://wordpress.com/pages/alphamstoneandlamarshparishcouncil.wordpress.com>

Dear Councillors

You are hereby requested to attend the forthcoming meeting of Alphamstone & Lamarsh Parish Council at

Lamarsh Village Hall on FRIDAY 6th. SEPTEMBER 2024 at 7pm

for the purpose of transacting the following business:

KBMoney - Kevin B. Money Parish Clerk / RFO to the Council – 30th. August 2024

FULL COUNCIL MEETING AGENDA

001/2024 Apologies for Absence

002/2024 To confirm the appointment of Mr. Kevin B. Money as Parish Clerk / RFO to Alphamstone & Lamarsh Parish Council

003/2024 Declarations of Interest

To declare any Disclosable Pecuniary, Pecuniary or Non-Pecuniary interest relating to items on the agenda

004/2024 Approval of Minutes

To approve the minutes of the Parish Council meeting held on 28th. June 2024

005/2024 Co-Option

Councillors are requested to receive written applications for the office of Parish Councillor and co-opt candidates to fill the vacancies

The Candidate/s having completed a short application form and confirmed their eligibility for the position of Councillor within the statutory rules (Local Government Act 1972 section 79).

The eligible candidate/s have been invited to attend a meeting with Councillors and speak for a maximum of five minutes. The candidate/s will be asked to introduce themselves, give a resume of their background and experience, and explain why they wish to become a member of the Council.

005/2024 Reports

5.1 Essex County Councillor

5.2 District Councillor

006/2024 Braintree DC Local Plan Review - Sites submitted in Alphamstone and Lamarsh Parish.

A response by the Parish Council was sent to BDC before the deadline of 16th. August 2024

007/2024 Public Forum Opportunity for public participation (15 minutes maximum 3 minutes per person)

a) Councillors to discuss a bin being placed at the bench looking over the valley between the Lamarsh lion and Hewitts

008/2024 National Grid – Bramford to Twinstead Reinforcement

009/2024 Lamarsh Village Hall - To receive an update

010/2024 Planning Applications

24/01613/HH – Magnolia Barn Goulds Road Alphamstone

Remove and block up kitchen external door to north elevation of barn. Remove kitchen window to south elevation of barn. Adjust/Enlarge opening. Provide and install french casement doors/frame

Documents can be found at

<https://publicaccess.braintree.gov.uk/online-applications/applicationDetails.do?activeTab=documents&keyVal=SH6JHCBFK8500>

24/01671/FUL - Magnolia Barn Goulds Road Alphamstone

Proposed vehicular access

Documents can be found at

[https://publicaccess.braintree.gov.uk/online-](https://publicaccess.braintree.gov.uk/online-applications/applicationDetails.do?activeTab=documents&keyVal=SHJ49KBFKDD00)

[applications/applicationDetails.do?activeTab=documents&keyVal=SHJ49KBFKDD00](https://publicaccess.braintree.gov.uk/online-applications/applicationDetails.do?activeTab=documents&keyVal=SHJ49KBFKDD00)

FOR INFORMATION ONLY

24/01713/AGR - Land Opposite Daws Hall Henny Road Lamarsh Essex CO8 5EX

Application for prior notification of agricultural or forestry development - Erection of agricultural building for storage of machinery

BDC has informed A&LPC that an application for a Prior Approval under the General Permitted Development Order 1995 (as amended) has been submitted. Details of the application are displayed on the BDC website. Please note that this is for information only and due to the type of application we don't seek A&LPC comments.

FOR INFORMATION ONLY

Planning appeals

TOWN AND COUNTRY PLANNING ACT 1990 APPEAL UNDER SECTION 78

Site Address: Land Between Hillrise And Stour View Bures Road Lamarsh Essex

Description of Development: Outline planning application with all matters reserved, except access, for the erection of 1 No. detached dwelling.

Planning Application Ref: 23/02970/OUT - Planning Inspectorate Ref: APP/Z1510/W/24/3345927

Appeal Start Date: 23th. July 2024.

An appeal has been made to the Secretary of State following Braintree District Council's refusal of the above application/s.

011/2024 Finance

11.1 To receive the latest finance reports (if available)

11.2 Cheques to be approved for payment – See Finance report

11.3 Monies Received – For Information

012/2024 Budget 2025/2026. Councillors to discuss draft budget

013/2024 Failure of March 2020 drainage works to cure flooding in Alphamstone Road, Lamarsh, Lamarsh Road. Alphamstone and bottom of Dark Lane, Lamarsh

014/2024 County Broadband - Wayleave across Village Green

015/2024 Speed Limits on Road from Middleton Via Henny Street and Lamarsh to Bures Hamlet

016/2024 To discuss options for vehicular access signs (VAS) in Lamarsh

017/2024 Date of Next Meeting - To set the date for next meeting

ALPHAMSTONE AND LAMARSH PARISH COUNCIL

CONTRACT OF EMPLOYMENT

BETWEEN

ALPHAMSTONE AND LAMARSH PARISH COUNCIL

AND

KEVIN B. MONEY

JOB TITLE

CLERK AND RESPONSIBLE FINANCIAL OFFICER TO THE COUNCIL

1. Introduction.

- 1.1. This statement sets out particulars of your terms and conditions of employment with Alphamstone and Lamarsh Parish Council, which are required to be given to you by law.
- 1.2. Your employment commenced on 1st. July 2024
- 1.3. For all new employees confirmation of the appointment will be subject to satisfactory completion of a period of probationary service of not less than 13 weeks. During any such period of service you would be expected to establish your suitability for the post.

2. Previous Service.

Your employment with any other public employer will be considered as part of a continuous period of employment with the Council for the purposes of your contract of employment.

3. Job Title.

The title of the job for which you are employed is Clerk and Responsible Financial Officer to Alphamstone and Lamarsh Parish Council. The Council has employed you from 27th. June 2015 under the provisions of section 112 (1) and (2) of the Local Government Act 1972. The duties of the post are set out in the job description previously agreed by Council. See Appendix 1

The Council may from time to time wish to amend your job description and you may at any time be requested to undertake additional or other duties as necessary to meet the requirements of the Council.

4. Declaration of Other Employment.

It is a condition of this Contract of Employment that you inform the Council of any alternative employment you undertake, in order to ensure that no tax or insurance liabilities will accrue to the Council. The Council also reserves the right to require that any other employment that you undertake does not conflict with the role or standards required to be undertaken or met in the public office of the Clerk/Responsible Financial Officer to the Council.

5. Place of Work.

Your usual place of work is your home address; 7 Roach Vale, Colchester, Essex. CO4 3YN

- 10.4. The Council will provide a laptop computer and printer to the Clerk/Responsible Financial Officer to the Council.
- 10.5. The Council will pay for all necessary computer software or upgrades required for the Clerk/Responsible Financial Officer to the Council to fulfil the duties required by the Council.
- 10.6. The Council agrees to fully indemnify the Clerk/Responsible Financial Officer to the Council for both Employers and Public Liability Insurance for working from their own premises or any additional premium required by the Clerk/Responsible Financial Officer to the Council's own insurance.
- 10.7. You will make yourself available to members of the public during agreed hours at the designated address or alternatively at other accessible premises designated by the council.

11. Appraisal.

You will receive an annual Appraisal/Development Review. Should there be any concern about your performance, other than matters of a disciplinary nature, the Council undertakes to work with you to seek to ensure that necessary training, mentoring and support is provided to ensure that agreed standards of performance are reached in a reasonable agreed time frame.

12. Hours of Work.

- 12.1. Your hours of work are 18 hours per calendar month.
- 12.2. In accordance with the Flexible Time Working Regulations (Employment Act 2002) you may apply, in writing, for flexible working time conditions on the grounds that you have a child of an age that meets the provisions of the Act. The Council retains the right to refuse this application on reasonable objective business grounds. If so, the Council must provide you with reasons in writing.
- 12.3. In accordance with the Works and Families Act 2006 you may apply, in writing for flexible working time conditions on the grounds that you are a carer of an adult who meets the provisions of the Act. The Council retains the right to refuse this application on reasonable objective business grounds. If so, the Council must provide you with reasons in writing.
- 12.4. If you are required to work more than your normal working hours (up to 22 per calendar month) servicing the Council and its committees or external events, you will be reimbursed at your normal agreed rate for these hours in the month you have worked them or you may take time off in lieu at a time agreed between you and the Council.
- 12.5. Exceptional additional hours (in excess of 22 per calendar month) required to be worked must be approved by the Chairman in advance of the work and may be taken as time off in lieu at a time agreed between you and the Council.

13. Annual Leave.

- 13.1. The calculation of your annual leave commences from your first day of employment given in clause 1.2 above. You are entitled, in addition to the normal bank and public holidays, to twenty one working days' leave in each leave year (pro rata to the standard working week of 37.5 hours). The leave year runs from 1st April to 31st March.
- 13.2. Your leave entitlement will increase to twenty-five working days per year (pro rata to the standard working week of 37.5 hours) when you have completed not less than five years of continuous service immediately prior to the commencement of the leave year.
- 13.3. In addition to normal bank and public holidays, you will be entitled to two extra statutory days (pro rata to the standard working week of 37.5 hours) (the timing of these extra-statutory holidays will be by mutual arrangement and must be taken at times convenient

during 2nd - year of service	2 months full pay and 2 months half pay.
during 3rd - year of service	4 months full pay and 4 months half pay.
during 4th & 5th - year of service	5 months full pay and 5 months half pay.
after 5-years' service	6 months full pay and 6 months half pay.

N.B. For the purposes of calculating "half" pay, the rate of pay for the agreed salary month will be used.

16. Maternity/Paternity/Adoption Leave.

Under the provisions of the Employment Rights Act 1996 (as amended by the Employment Act 2002 and regulations there under) you will be entitled to apply for Maternity/Paternity/Adoption leave.

17. Injury or Assault.

In the event of death or permanent disablement arising from a violent or criminal assault suffered in the course of employment then all insurance payments will be made in accordance with paragraph 7 of Part 3 of the Green Book Terms and Conditions.

18. Pensions.

18.1. Pension.

You are entitled to join the Local Government Pension Scheme, but you may opt-out if you do not want to participate. Mr. Kevin B. Money was offered to join a Pension scheme but declined the offer.

18.2. Death in Service.

In the event of your death in service any pension payments will be paid to your next of kin. Any pension benefits will be paid to your nominated beneficiary, spouse or children in accordance with the provisions of the Local Government Pension Scheme.

19. Notice of Termination of Employment, during probationary period.

19.1. Either party may terminate the contract of employment by giving 1 months' notice in writing.

20. Notice of Termination of Employment After completion of probationary period.

20.1. The length of notice which you are obliged to give to the Council to terminate your employment is 1 months' in writing.

20.2. The length of notice which you are entitled to receive from the Council to terminate your employment is four weeks in writing until you have been continuously employed for four years and thereafter such notice entitlement increases by one week for each year of continuous service until you have completed twelve years of continuous employment after which time you will be entitled to twelve weeks' notice.

20.3. Upon or within one week of written termination of your employment (whether that be during or after any probationary period) you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

21. Grievance and Discipline – Dispute Resolution.

21.1. Conciliation and Mediation.

Before resorting to formal procedures from the employee or from the Council it is the policy of the Council that discussions between both parties should be entered into with the express purpose of resolving the matter through a process of mediation seeking conciliation. Where necessary the Council will seek the services of an external expert to forward this process to reach a conclusion satisfactory to both parties in the dispute.

ALPHAMSTONE AND LAMARSH PARISH COUNCIL

JOB DESCRIPTION - CLERK TO THE COUNCIL

Overall Responsibilities

1. The Clerk of Alphamstone and Lamarsh Parish Council will be the Proper Officer of the Council and as such is under a statutory duty to carry out all the functions, and in particular to serve or issue all the notifications required by law of a local authority's Proper Officer.
2. The Clerk will be responsible for ensuring that the instructions of the Council in connection with its function as a Local Authority are carried out.
3. The Clerk will be responsible for effective communications within the Council & the local community & for ensuring the aims & objectives of the Council are advanced.
4. The Clerk is expected to advise the Council on, and assist in the formation of, overall policies to be followed in respect of the Authority's activities and in particular to produce all the information required for making effective decisions and to implement constructively all decisions. The person appointed will be accountable to the Council for the effective management of all its resources and will report to them as and when required.
5. The Clerk will be the Responsible Financial Officer and responsible for all financial records of the Council and the careful administration of its finances.

Specific Responsibilities

1. To ensure that statutory and other provisions governing or affecting the running of the Council are observed and updated as necessary.
2. To administer all aspects of financial accounting and reporting of Council business including drafting and monitoring budgets, producing monthly accounts, balancing the Council's accounts and preparing records for audit purposes and VAT.
3. To maintain, develop and control effective security measures and systems for all council records (including computer systems) and assets and to ensure that adequate back-up plans are in place. To ensure that the Council's obligations for Risk Assessment and to ensure are properly documented and met.
4. To prepare, in consultation with appropriate members, agendas for meetings of the Council and Committees. To attend all meetings of the Council and all meetings of its committees and sub-committees and prepare minutes for approval.
5. To manage the assets of the council, ensuring that all equipment is maintained, safe and usable.
6. To receive correspondence and documents on behalf of the Council and to deal with the correspondence or documents or bring such items to the attention of the Council. To issue correspondence as a result of instructions of, or the known policy of the Council.
7. To receive and report on invoices for goods and services to be paid for by the Council and to ensure such accounts are met on time and in accordance with the Council's mandates and procedures. To issue invoices on behalf of the Council for goods and services and to ensure payment is received in accordance with the Council's mandates and procedures.
8. To study reports and other data on activities of the Council and on matters bearing on those activities. Where appropriate, to discuss such matters with administrators and specialists in particular fields and to produce reports for circulation and discussion by the Council.

APPENDIX B

ALPHAMSTONE & LAMARSH PARISH COUNCIL CO-OPTION ELIGIBILITY FORM

1. In order to be eligible for co-option as a Alphasstone & Lamarsh Parish Councillor you must satisfy certain criteria. You must satisfy (a) and (b) below and at least one of the options (c) – (f). Please tick which apply to you:

- a. I am 18 years of age or over; and ☒X
- b. I am a British citizen or a citizen of the Commonwealth or a citizen of any other member state of the European Union; and ☒X
- c. I am registered as a local government elector for the parish; or ☒X
- d. I have, during the whole of the twelve months preceding the date of my co-option occupied, as owner or tenant, land or other premises in the parish; or ☐
- e. My principal or only place of work during those twelve months has been in the parish; or ☐
- f. I have during the whole of those twelve months resided in the parish or within 3 miles of it. ☐

2. Please note that under Section 80 of the Local Government Act 1972 a person is disqualified from being a Parish Councillor if he/she:

- a) Is employed by the Parish Council or holds paid office (other than chairman, vice-chairman or deputy chairman) under the Parish Council (including joint boards or committees);
- b) Is employed by an entity controlled by the Parish Council;
- c) Is the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order or a debt relief restrictions order or an interim debt relief restrictions order; or
- d) Has within five years before the day of co-option, or since his/her co-option, been convicted in the UK, Channel Islands or Isle of Man of any offence and has been sentenced to imprisonment (whether suspended or not) for not less than three months without the option of a fine; or
- e) Is otherwise disqualified under Part III of the Representation of the People Act 1983 (relating to corrupt or illegal electoral practices and offences relating to donations) or the Audit Commission Act 1998.

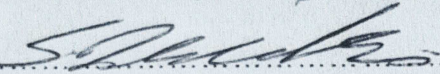
Use of Personal Information

The Parish Council will use the information provided on this form to assess your eligibility to be a Parish Councillor.

Declaration & Consent

I, Steven David Willis..... hereby confirm that I am eligible for the vacancy of Alphamstone & Lamarsh Parish Councillor and I am not disqualified under s80 of the Local Government Act 1972 from being a Parish Councillor and that the information given on this form is true and correct.

I have read the section entitled "Use of Personal Information" and by signing this form I consent to the use and disclosure of my information included in this form.

Signature..... ..... Name Steven David Willis.....

Date..... 04/08/24.....

BANK RECONCILIATION				
Financial year ending 31.03.25				
Bank Balance as at	30.04.24	31.05.24	30.06.24	31.07.24
NatWest Bank - Current a/c	£ 2,990.07	£ 1,119.63	£ 1,079.81	£ 2,406.41
NatWest Bank - Reserve a/c	£ 1,746.85	£ 3,249.12	£ 3,252.73	£ 1,755.62
Saffron Building Society a/c	£ 2,517.87	£ 2,517.87	£ 2,517.87	£ 2,517.87
Total:	£ 7,254.79	£ 6,886.62	£ 6,850.41	£ 6,679.90
Less Unpresented cheques				£ 232.30
Total of unpresented cheques	£ -	£ -	£ -	£ 232.30
Net Bank Balances as at	£ 7,254.79	£ 6,886.62	£ 6,850.41	£ 6,447.60
CASH BOOK				
Balance as at 01.04.24	£ 4,706.21	£ 4,706.21	£ 4,706.21	£ 4,706.21
Plus Receipts	£ 2,548.58	£ 2,550.85	£ 3,172.06	£ 3,225.35
Total	£ 7,254.79	£ 7,257.06	£ 7,878.27	£ 7,931.56
Less Payments	£ -	£ 370.44	£ 1,027.86	£ 1,483.96
Grand Total	£ 7,254.79	£ 6,886.62	£ 6,850.41	£ 6,447.60
Difference	£ -	£ -	-£ 0.00	£ -
Bank Balance as at	31.08.24	30.09.24	31.10.24	30.11.24
NatWest Bank - Current a/c	£ 2,126.41			
NatWest Bank - Reserve a/c	£ 1,755.62			
Saffron Building Society a/c	£ 2,517.87			
Total:	£ 6,399.90			
Less Unpresented cheques	£ 1,132.30			
Total of unpresented cheques	£ 1,132.30			
Net Bank Balances as at	£ 5,267.60			
CASH BOOK				
Balance as at 01.04.24	£ 4,706.21			
Plus Receipts	£ 3,225.35			
Total	£ 7,931.56			
Less Payments	£ 2,663.96			
Grand Total	£ 5,267.60			
Difference	£ -			
Bank Balance as at				
NatWest Bank - Current a/c				
NatWest Bank - Reserve a/c				
Saffron Building Society a/c				
Total:				
Less Unpresented cheques				
Total of unpresented cheques				
Net Bank Balances as at				
CASH BOOK				
Balance as at 01.04.24				
Plus Receipts				
Total				
Less Payments				
Grand Total				
Difference				

A&LPC ACTUAL AGAINST BUDGET REPORT						
		Agreed 2024/25	Total Income / spend to Sept '24	Left in Budget as at Sept '24	Anticiapted left in budget as at 31.03.25	
Income	Precept	5092	£ 2,546.00			
	Other Income	0	£ -			
	Bank Interest	5	£ 11.35			
	Street Cleaning Grant	618	£ 617.60			
	VAT Refund	40	£ 50.40			
	TOTAL	5755	£ 3,225.35			
Exp.	Salary	2835	£ 1,693.86	£ 1,141.14	-£ 832.26	
	Office expenses	220	£ 77.18	£ 142.82	£ 142.82	
	Audit Fees	130	£ 130.00	£ -	£ -	
	Donations	150	£ 902.00	-£ 752.00	-£ 752.00	
	Street Cleaning	720	£ 180.00	£ 540.00	£ -	
	Fees & Subscriptions	200	£ 157.57	£ 42.43	£ 42.43	
	Insurance	268	£ 267.62	£ 0.38	£ 0.38	
	Alphamstone Village Hall	200	£ 200.00	£ -	£ -	
	Lamarsh Village Hall	200	£ 200.00	£ -	£ -	
	Alphamstone PCC	200	£ -	£ 200.00	£ -	
	Lamarsh PCC	200	£ -	£ 200.00	£ -	
	Training	20	£ -	£ 20.00	£ -	
	Dedham Vale AONB	100	£ -	£ 100.00	£ -	
	Election costs	50	£ -	£ 50.00	£ 50.00	
	Projects / Repairs	100	£ -	£ 100.00	£ -	
	VAT	50	£ -	£ 50.00	£ -	
	Lottery/Defibs	252	£ -	£ 252.00	£ -	
	TOTAL	5895	£ 3,808.23	£ 2,086.77	-£ 1,348.63	
	<u>Outstanding VAT Claim</u>		£ -			
	<u>Total Expenditure</u>		£ 3,808.23			

A&LPC FINANCE SEPTEMBER 2024 PAYMENTS						
Income:						
Expenditure						
Invoice		Payee	Cost	VAT	Total	A&LPC Ref. No.
Chq No.	No.					
		Kevin B. Money - Clerk salary July, August & September '24	£ 986.70	£ -	£ 986.70	1
	17417	EALC - Subscription 2024/25	£ 157.57	£ -	£ 157.57	2
TOTAL:			£ 1,144.27	£ -	£ 1,144.27	