



FRESHWATER PARISH COUNCIL
Parish Office 01983 752000

**MINUTES OF A MEETING OF THE FRESHWATER PARISH COUNCIL HELD ON
TUESDAY 5th APRIL 2022 AT 7.17 PM IN THE COUNCIL CHAMBER,
MEMORIAL HALL, FRESHWATER**

PRESENT: Councillors: D James (Chairman) A Bamford, C Bray, G Cameron, E Cox, B Hobbs, C Jarman (until 9.31pm), J Medland (until 9.31pm), D Hicklin, L Becker, G Kennett, and N Thomas

Members of the public: 7 including Cllr P Spink

Clerk: H Rowell

1. APOLOGIES

Councillors B Hinton MBE and K Fosbury.

**2. TO AGREE THE MINUTES OF THE FRESHWATER PARISH COUNCIL
MEETING HELD ON THE 1st MARCH 2022**

The minutes of the meeting held on 1st March (having been circulated) were agreed GC/EC).

**3. TO INVITE COUNCILLORS TO DECLARE AN INTEREST IN MATTERS ON
THE AGENDA**

Councillors Kennett and Cameron declared an interest in Item 19 as Trustees of West Wight Sports and Community Centre. Councillors Bamford, Cox and Thomas declared an interest in Item 19 as members of West Wight Sports and Community Centre.

**4. TO RECEIVE QUESTIONS ON THE AGENDA FROM MEMBERS OF THE
PUBLIC (UP TO 15 MINUTES)**

Members of the public had questions in respect of Item 16. The Chairman agreed these questions could be raised when the item was discussed.

**5. TO ACCEPT WRITTEN REPORTS FROM FRESHWATER WARD
COUNCILLORS.**

Reports received see Appendix 1. Cllr Spink sent his apologies for the meeting.

6. CLERK'S REPORT (CIRCULATED TO COUNCILLORS)

The use of Weed Killer

Please see email response below.

“Dear Councillors,

I have exchanged emails with Cllr Jeffries over recent weeks concerning the use of Glyphosate on the Island and as I know Ventnor Town Council have a motion before them this evening, I wanted to convey certain information to you to help in your deliberations. I am sorry I cannot attend in person as I am also at St Helens Parish Council meeting this evening.

To explain the situation we are facing, I must draw your attention to the existing Highways PFI contract which has been in place since 2013. It is one of only 23 PFI Highways PFI schemes in the UK. The contractual obligations are extensive and far reaching and include the total responsibility for condition and safety of the Highways Network to be managed by the contractor, Island Roads Services Ltd. That obligation comes at the cost to the contractor in general terms and in the context of the contractual agreement between the contractor and the Isle of Wight Council.

The contractual arrangement in place for PFI contracts, generally, are hugely more complicated than those 300+ local authorities (of the approx. 333 in total) that retain the Highways responsibilities ‘in house’ and therefore take the risks, safety and condition of their Networks directly. For the PFI contract local authorities that is not the case. The responsibility is passed, by legal contract, to the contractor who manages the Networks on behalf of the local authorities.

This means that many decisions are set out in the contract and are not simple decisions Highways Authorities can just take. The contractual agreement informs much of that.

The purpose of this communication is not to try and provide you with a lengthy and complex resume of the contractual clauses and obligations of both parties – that would require a lengthy tome and legal comment as well as redacted information considered ‘commercially sensitive’ at the time the contract was ‘struck’.

For the purpose of your considerations tonight it is important that you are aware that *the contract designates the use of weed killer as part of the contractual obligation to manage the safety and condition of the Highways Network*. Indeed, it has been used throughout the life of the contract, since April 2013, until Island Roads unilaterally trialled a manual removal approach in 2020.

That trial proved unsuccessful and mounting complaints and penalty impositions – which can be extremely costly to the contractor – indicated that a return to the contractual method was the only sustainable approach to take for the contractor. To be clear, the period that IR did not use weed killer was not agreed by the Isle of Wight Council, no contractual changes took place, and it was regarded as best intent to find a suitable and operationally sustainable, alternative solution. That proved impossible under the terms of the contract in place as standards were not being met by the alternative, manual approach method and potential costs of fines and penalties mounting for the contractor.

During 2021, the Isle of Wight Council circulated a call out through Local Authority networks to other UK Councils asking for their approach and methods on weed killer which resulted in many replies and confirmation of their approach. In all cases that replied, Councils had either trialled some or all alternative methods available; manual, burning, hot jet wash, brushing, organic solutions, manual and so on, and had returned to using weed killer because not one of the trialled alternatives were sustainable or effective. We know that over 300 local authorities are using weed killer currently with around 30 only partially (or not at all) using it. I am unaware of any local authority with a Highways PFI contract that is not using weed killer. This is also important because of the difference in responsibility for Highways Authorities who hold a PFI contract and those (nearly all), that do not.

The issue, therefore, is not one of a choice whether to use weed killer or not, it is a question of a contractual agreement which would require all parties to agree for any change could be made. A deed of variation.

Currently, because there is no effective sustainable alternative, the contractor will not agree to changes to the contract that would remove the use of weed killer because of the contractual obligation they hold to maintain safety and condition of the Network, which weeds, like it or not, impact negatively. The financial costs to the contractor (and/or Council) would run to millions of pounds and would require a fundamental change to the contract scope (not just weed killer use) which beats at the heart of the purpose of PFI contracts. Namely that the responsibility for the Highways Network is passed, through contract, to a third-party contractor who takes on the costs of that responsibility. To relinquish that contractual responsibility would in effect change the whole meaning of the entire PFI contract.

That is why this is a complicated contractual matter and not a binary choice of weed killer use for the Isle of Wight Council nor for the contractor.

To be clear, because of this fact, any local choice you may wish to take with regards to 'banning' use of weed killer cannot be delivered by the Isle of Wight Council under the current PFI contractual agreement in place and the use of weed killer will have to continue until an acceptable, sustainable and effective alternative method is found and agreed by both parties, or until the product is banned from being used by Government.

I am mindful that you are at risk of raising expectations in the minds of the public in this issue of weed killer which will not be satisfied because of the complicated contractual arrangement in place.

We continue to discuss this matter and we are actively seeking sustainable alternative methods which could be agreed by both parties without impacting overall responsibility for the Highway. Additionally, we are demanding a more sympathetic approach, for example, not spraying close to wall lizards in Ventnor and we are insisting on only targeted spraying of weeds on roads and pavements. We are not tolerating the spraying of verges whatsoever. We are mindful that there may have been a hurried approach to weed spraying in the past which is not how we envisage the control method should be.

We expect a better delivery on this contractual obligation and are watching closely undertakings to deliver in a direct, targeted way, for roads and pavements only and in a sympathetic approach to areas and circumstances.

As I said, it would require a detailed understanding of the complexities of the PFI contract to understand why the contractual changes needed cannot be delivered currently but I do want you all to understand this is not about the binary choice of using weed killer, it is about a contractual agreement that both parties are signed up to and for which there is no easy route, if at all, to change.

Best Regards,

Cllr Phil Jordan, Cabinet Member for Transport & Infrastructure”

Boat Park Benches

Three will be replaced on the existing concrete bases before Easter. The remaining benches need concrete bases which will be done as soon as the weather allows.

Community Resilience

The Clerk attended a meeting at the Riverside Centre exploring the ways a community can respond to local incidents, how we can build capacity locally to support a response. We were able to share the learning from the Covid Response in the West Wight which is feeding into national research.

Village Flower Troughs

Kate Tudor who has voluntarily planted up and looked after the flower troughs in the village the last year is unable to continue due to her other commitments. The Parish Council have written and thanked her for her hard work in keeping the village looking beautiful. Idverde have taken on this responsibility as part of the land management contract.

Land Management Contracts

The contract with Idverde commenced on the 1st April and they are about to commence the grass cutting programme. When 2 cuts have been completed, they will meet with the Assistant Clerk and Cllr Bray to discuss how things are going.

Business Credit Card

A business credit card has been applied for which will make it easier to manage petty cash and online purchases.

7. CORRESPONDENCE

Noted.

8. TO AGREE ACCOUNTS FOR PAYMENT -LIST CIRCULATED TO COUNCILLORS FOR INFORMATION

Payments (having been circulated) were agreed (CB/GC)– see appendix 2.

9. END OF YEAR FINANCE REPORT – CLLR BAMFORD

The end of year accounts balance and are being finalised in preparation for the annual audit.

10. TREES – CLLR BRAY

The preferred contractor for the tree work has abruptly ceased trading for personal reasons. This means that much of the planned work hasn't been completed yet. We have contacted the tree surveyor for advice. The Assistant Clerk is exploring alternative providers.

11. LIBRARY BADGER REPORT – CLLR BRAY

The badgers have returned to the library grounds, and a report has been received from the Badger Action Group with recommendations. It was agreed to apply for a licence to get the work done as recommended in the report.

12. LETTER RE MEMORIAL HALL – CLLR JAMES

A letter has been received from the Chairman Totland Parish Council asking Freshwater Parish Council if they would be interested in taking on the 3rd of the Memorial Hall currently owned by Totland Parish Council. It was agreed to thank Totland Parish Council for their letter and to research the original agreement for future discussion.

13. COLWELL BUOYS – CLLR JAMES

Three options have been proposed and costed by B W Mooring Services Ltd. Cllr Hicklin has been in conversation with The Hut who are considering sponsorship for this project. It was agreed that Cllr Hicklin would share the costed options with The Hut and request their sponsorship for Option 2. Alternatively, if sponsorship is unavailable then Option 1 could still be delivered this year within the budget.

14. CRICKET PAVILION JUBILEE FIELD – CLLR JAMES

The Isle of Wight Cricket Board would like to fundraise for a pavilion on Jubilee Field, so discussions are taking place. It was agreed that all parties involved who use the field will continue discussions and bring any proposals to the Parish Council.

15. YHAC REPORT – CLLR BAMFORD

The report was received.

16. WEST WIGHT HERITAGE CENTRE – CLLR MEDLAND

Cllr Medland proposed that this item was discussed following item 4 on the agenda for the benefit of members of the public present.

The original 2-year proposal was reviewed in light of the impact of COVID 19. A request has been made by the Heritage Centre for ongoing financial support to enable the move towards sustainability of the Centre. It was proposed, seconded and agreed that the West Wight Heritage Centre became incorporated as an organisation, and presented a business plan to the next Parish Meeting. Cllr Jarman offered to assist with the development of the business plan.

17. LADY OF SHALOTT – CLLR JAMES

The Sculpture is now completed, and Island Roads are amenable to it being placed on the grass verge as previously discussed. A planning application is required, and a concrete base is needed to secure it in position. Cllr James has offered to undertake the planning application 'pro bono' and agreed to explore fundraising opportunities for the installation costs and contact the sculptor for a written agreement and insurance valuation. The proposal was agreed, with 2 councillors voting against and one abstention.

18. TO AGREE PROPOSED FUTURE AGENDA ITEMS FROM COUNCILLORS

- Terms of Reference for the Strategy Group – Cllr Hicklin
- West Wight Support for Ukrainian Refugees – Cllr Jarman
- Cllr Cox proposed a review of all policies and procedures. It was agreed that Cllr Cox will lead on this process working with the Clerk.

That under the Public Bodies (Admission to Meetings) Act 1960, the public and representatives of the press and broadcast media be excluded from the meeting during the consideration of the following items of business as publicity would be prejudicial to the public interest because of the confidential nature of the business to be transacted.

19. MEETING WITH CLARE GRIFFIN AT WEST WIGHT SPORTS AND COMMUNITY CENTRE – CLLR JAMES

Cllr James reported back on the meeting with West Wight Sports and Community Centre that he attended with the Clerk where the current Parish Council financial position was

explained. The purpose of the meeting was to explore future Parish Council funding, and the application and reporting process for large grants.

The meeting closed at 9.52 pm.

DRAFT



Freshwater Parish Council

Transaction Detail by Account

March 2022

ACCOUNT	AMOUNT
Administration Expenses	
Admin, Training & Office Costs	£320
Other Administration Expenses	£180
Staff Salaries	£8,063
Total for Administration Expenses	£8,563
Bad debts	£627
Grants & Projects	
Current Projects	£ -210
Grants	£7,975
Total for Grants & Projects	£7,765
Memorial Hall Expenses	£70
Services Expenses	
Allotments	£14
Land Management & Trees	£1,280
Library	£2,055
Motor vehicle Expenditure	£12
Old Ambulance Station	£ -65
Parish Facilities Officer	£990
Public Toilets	£404
Seats, Bridges & Woodwork	£21
Stroud Coppice	£ -80
Total for Services Expenses	£4,630
Youth Expenses	£ -20