



ATTLEBOROUGH TOWN COUNCIL

Town Hall, Queens Square, Attleborough, Norfolk, NR17 2AF
Tel: 01953 456194 – Email: enquiries@attleboroughtc.org.uk

**Councillors are summoned to an Extraordinary Meeting of Attleborough Town Council
To be held on Monday 11th March 2024 at 6.00pm**

This meeting will be held at the Town Hall and a recording will be uploaded to YouTube.
(the YouTube link will be posted on www.attleboroughtc.org.uk)

Sharon Smyth

5th March 2024
Town Clerk

AGENDA

To transact the undermentioned business; to receive the following reports and to make such orders or give such directions as necessary: -

- 1 **Apologies for Absence**
To receive and accept apologies for absence.
- 2 **Declarations of Interest**
 - a) **To receive and consider declarations of interest in items below:**
(Members are no longer required to declare personal or prejudicial interests but are to declare any new Disclosable Pecuniary Interests that are not currently included in the Register of Interests. Members are reminded that under the Code of Conduct they are not to participate and must leave the room for the whole of an agenda item to which they have a Disclosable Pecuniary Interest. Members may disclose any other interests they may have in the interests of transparency)
 - b) **To receive and consider dispensations in respect of Disclosable Pecuniary Interests.**
- 3 **Public Participation (10 Minutes)**
- 4 **Neighbourhood Plan – Agree Scope** - for consideration and resolution
- 5 **New Cemetery Land - Agree Scope** - for consideration and resolution
- 6 **Church Wall Options** - for consideration and resolution
- 7 **Caretaker Role** - for consideration and resolution
- 8 **To Approve Payment of Invoice** - for consideration and resolution

- 9 Book Sale – Volunteers - for consideration and resolution
- 10 ALMK Temporary Agreement - for consideration and resolution
- 11 Public Participation (10 Minutes)
- 12 Exclusion of Press & Public
Meeting closed to the press and public due to the nature of the business to be discussed as commercially sensitive. (Public Bodies Admission Act 1960)
- 13 To Consider Matters Relating to Scouts Lease - for consideration and resolution.

Expected Meeting Length is 1 hour.

Attleborough Neighbourhood Plan Review Brief

Attleborough Town Council (ATC) is seeking to appoint a consultant to assist in the updating and review of the Attleborough Neighbourhood Plan (ANP).

Consultants suitably experienced in spatial planning, planning policy preparation, community engagement and with a good working knowledge of neighbourhood planning, are required to assist the ATC with the project.

The existing ANP was adopted in 2017 and runs until 2026. In updating and reviewing the ANP, ATC would like to investigate whether it has the number of themes and policies required to address the development of the growth of the town, the development of the Sustainable Urban Extension (SUE) and the vision of current Attleborough residents, and whether existing policies are prescriptive enough to be effective.

The review must also note and take into consideration the development of the Breckland Local Plan and any significant strategy and policy changes that may be considered.

The Neighbourhood Plan area will cover the parish of Attleborough, located in Breckland District. However, as Attleborough is designated as one of the five Market Towns within Breckland, the review should consider the views and needs of neighbouring parishes, residents and businesses which Attleborough serves.

A ANP Working Group will be established to oversee the Neighbourhood Plan review. The Working Group will be made up of town councillors, the Attleborough Development Partnership (ADP), local community groups and residents, and business representatives.

The working group will meet on a regular basis for the duration of the commission and will be responsible for managing the overall direction and progress of the assignment, ensuring that the commission is executed in accordance with the brief and that key deliverables are produced to the required quality and within the agreed timescale. It is expected that representatives of the consultant team will service these meetings.

The consultant will be expected to:

1. Attend meetings of the ANP Working Group.
2. Liaison with the Town Clerk to agree agendas in accordance with meeting schedules.
3. Liaison with the Town Clerk outside of meetings to agree and assign action points.
4. Undertake any necessary updating and review of the evidence base preparation in relation to local, regional and national strategy and policy changes since adoption in 2017, including engagement with the local community, to support the ANP review.
5. Undertake community and stakeholder engagement to inform the update and review of the evidence base and ANP topic themes, and significant project proposals, that emerge resulting in the establishment of any update in Vision and set of Objectives of the ANP.

WORKING DRAFT BRIEF

6. Production of all necessary materials, leaflets/questionnaires etc for consultation.
7. Draft a set of robust policies for the ANP themes that are confirmed drawing upon work carried out.
8. Liaise with the Local Planning Authority to ensure adherence of the ANP to the basic conditions.
9. Arrange for publication and feedback in accordance with Regulation 14 of The Neighbourhood Planning (General) Regulations 2012.
10. Draft the Review of the ANP and the statutory required supporting documents.
11. Submit to the Local Planning Authority the completed document in readiness for Regulation 16 of The Neighbourhood Planning (General) Regulations 2012
12. Works to be completed within and XXXX month timeframe, to be set by the consultant, to ensure that there is no gap between the expiry of the existing plan and adoption of the new.

Draft policies will need to draw upon the key findings from the evidence base which have helped to shape and inform future development issues which are important to local people and businesses. The policies will also need to demonstrate how they will help to achieve the vision and objectives. It is important that the plan is easy to read, written in plain English and is accessible when uploaded onto the internet. The plan should be a useful and useable document and understood by local residents, businesses and organisations.

Consultants will be required to provide a named project manager to lead and act as the point of contact throughout the duration of this project. The project manager should have sufficient and applicable experience to manage this type of project and be available for discussions and work with the client as required.

The fee for the project and all management associated with the study will be determined, agreed and fixed. This fee will be inclusive of all costs associated with staffing, research, printing, despatch, telephone, travel and any other costs incurred by the contracted consultant. It is proposed that payment will be phased upon completion of key stages of work (to be agreed) in accordance with the specification.

Our Ref: ACW/4048
Your Ref:

29 November 2023

Attleborough Town Council
Town Hall
Queen's Square
Attleborough
Norfolk
NR17 2AF

For the attention of Sharon Smyth – Town Clerk

Dear Sirs,

Damage to boundary wall – St Mary's Church

We refer to your instructions to report on damage to the boundary wall of St Mary's church and our findings are presented below.

Cracking is present in a curved section of the wall at the corner of Surrogate Street and Church Street at the junction with the end of Norwich Road as highlighted below. The damage is indicative of the effects of lateral pressure exerted by the growth of the root ball of a tree located in the church ground in close proximity to the inside of the curve of the wall. We understand the tree is a Lime.



The resultant damage includes cracking and lateral displacement of the wall and damage to the overlying wrought iron railings which have become detached. The movement has clearly been ongoing gradually for a considerable period of time on account of replacement paving in the adjoining public footway being cut to the distorted profile of the wall. It is also noted that the degree of distortion is such that the wall is unlikely to be in a state of impending failure with the associated risk to the public passing by.

Notwithstanding this, the damage is not going to get any better and will gradually worsen over time as the tree grows further. It would appear prudent therefore to effect repairs sooner rather than later and before the wall reaches a dangerous condition.

We have met with the Tree Officer from Breckland Council who has unsurprisingly indicated he would be reluctant to agree to removal of the offending tree in mitigation given its stature and imposing position and we are inclined to agree noting that such an action would also doubtless meet resistance from the public. An engineering solution is therefore required. We discussed various options with the Tree Officer in relation to likely effects on the tree and he was broadly supportive of our proposals.

The first and simplest option would be to take down the damaged section of wall and reconstruct it on the same alignment in a matching form. This would be the cheapest option but does not address the underlying cause and would therefore be vulnerable to further and continuing movement as the tree continues to exert pressure. This solution will therefore have a limited lifespan.

The second option would entail similar reconstruction of the wall in a matching form but additionally include measures to mitigate the pressure from the tree. Our suggestion is that the ground between the curvature of the wall and the tree is carefully excavated to minimise damage to the root mass and allow the insertion of a layer of compressible material to absorb future growth. The compressible material could either take the form of expanded polystyrene or similar following a similar format to the use of anti-heave measures in foundation construction whereby the swelling of clay soils following vegetation removal is required.

This option is probably the riskiest in terms of potential detriment to the tree and require undertaking very carefully. Th Tree Officer has however confirmed agreement in principle subject to maintaining a 'watching brief' during implementation.

The third option is more radical and expensive but could present a viable solution if it proves that the second option above is found to be not viable. It would involve taking down the damaged wall and constructing a new foundation which would allow this the tree roots to continue growing beneath the wall without exerting pressure. This would entail installing lightweight screw piles at intervals along the wall alignment and forming a shallow reinforced concrete foundation spanning between the pile heads, upon which the wall would be reconstructed in a form which otherwise outwardly matches that existing.

On this basis the void beneath the shallow foundation and between the piles would allow the tree roots to grow unimpeded and without imposing undue pressure on the foundation. There is a small risk of differential movement between the reconstructed wall thus relatively solidly founded and the remaining traditionally founded sections which are free to move slightly with seasonal variations. This can be mitigated however by the careful use of movement joints.

We have appended outline sketch details of the second and third option with a view to providing further clarity.

We trust the aforementioned points are self-explanatory and meet with your immediate requirements, however please do not hesitate to contact the undersigned if we can be of any further assistance in preparing a detailed schedule of works.

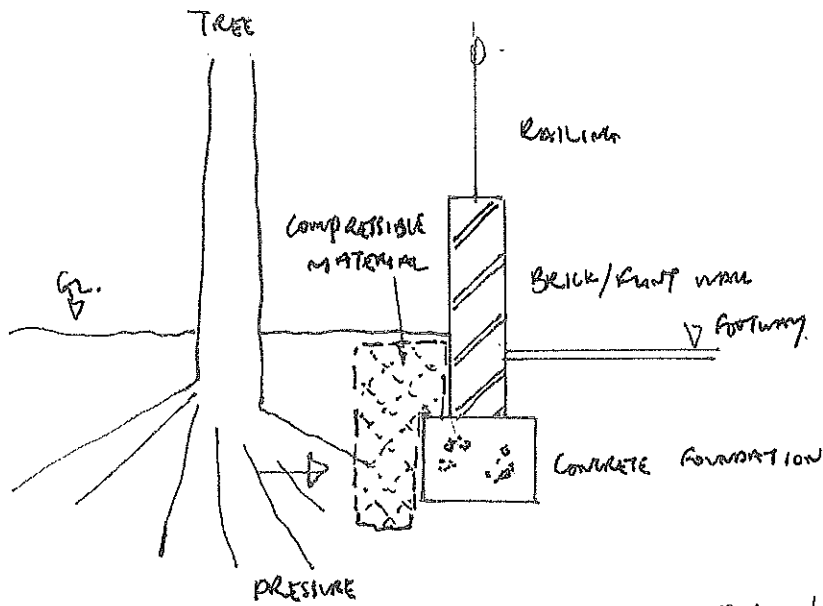
Yours sincerely

For and on behalf of BHA Consulting Ltd.

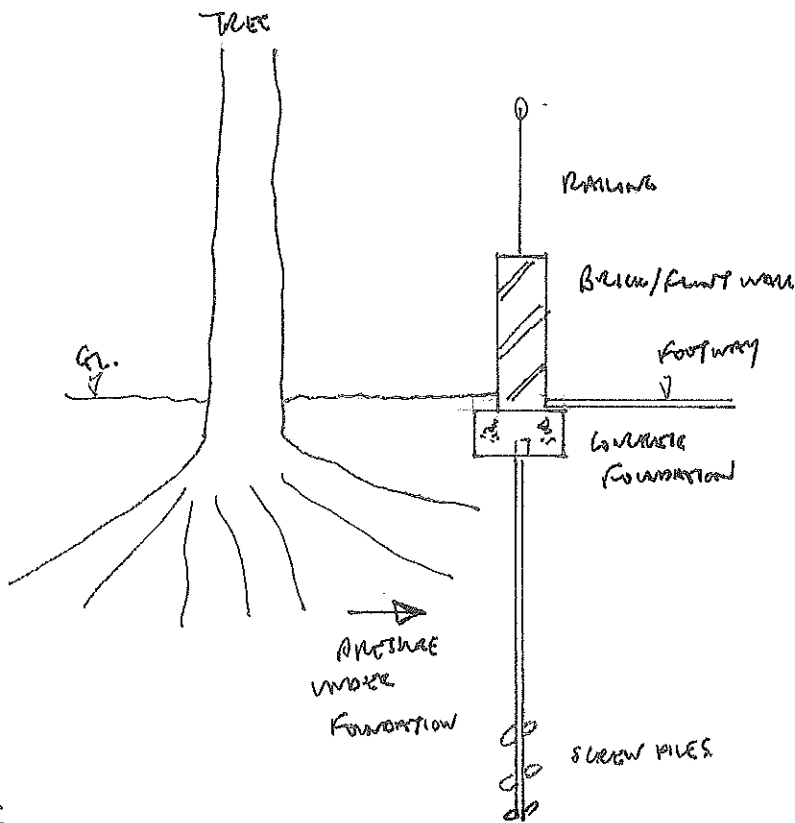
A handwritten signature in black ink, appearing to read 'Andrew Westby', written in a cursive style.

**Andrew Westby BEng (Hons) CEng MICE MStructE
Director**

email: andy.westby@b-h-a-consulting.co.uk



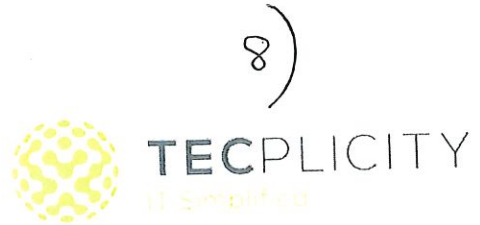
OPTION 2.



OPTION 3.

NOTE
INDICATIVE ONLY.

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TAX INVOICE

Attleborough Town Council
Attleborough Town Council
Town Hall
Queens Square
Attleborough
Norfolk
NR17 2AF
GBR

Invoice Date
1 Mar 2024

Invoice Number
INV-1005

Reference
IT Services

VAT Number
337 4860 79

Tecplcity Limited
The Beeches, The Street
Claxton
Norwich
Norfolk
UNITED KINGDOM

Description	Quantity	Unit Price	VAT	Amount GBP
Onboarding - Professional Services	1.00	480.00	20%	480.00
Pro IT Support	6.00	25.86	20%	155.16
NAS Support	1.00	19.00	20%	19.00
Network Support	1.00	29.00	20%	29.00
Microsoft 365 Business Standard (First Month)	6.00	10.30	20%	61.80
Microsoft Exchange Online (Plan 1)	24.00	3.30	20%	79.20
			Subtotal	824.16
			TOTAL VAT	164.83
			TOTAL GBP	988.99

Due Date: 15 Mar 2024

Bank Details:

Clydesdale Bank
Sort Code: 82-70-18
Account: 80538248

10)

Attleborough Town Council

Temporary Agreement

THIS AGREEMENT made on the [] day of {March} 2024 between Attleborough Town Council of Town Hall, Queens Square, Attleborough, Norfolk, NR17 2AF ('the Council')

and [A Little More Kindness] of [] ('the tenant') by which it is agreed that:

1. The Council shall let to the tenant the welfare container unit situated at [Queens Square Toilet Block with car parking of three disabled spaces] outlined in red for identification purposes only on the plan attached.
2. The Council shall let the Welfare unit to the tenant from {11th} day of {March 2024} and thereafter from month to month unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £1, whether demanded or not, which shall be payable in full on the {11th} day of {March} 2025 and for every year after the first year of the tenancy.
4. During the tenancy, the tenant agrees to:
 - a) not assign the tenancy nor sub-let or part with the possession of any part of the welfare unit.
 - b) not cause a nuisance or annoyance to other nearby establishments.
 - c) not obstruct or permit the obstruction of any of the adjoining paths or roads which provide a means of access to and from the Queens Square
 - d) ensure that food and other equipment are not left unattended on common pathways or other areas nor left in any way which might cause accident or injury and also to ensure that any other equipment are used carefully and with due regard to the safety of others.
 - e) ensure that food and equipment are kept safe and secure when not in use and that the tenant acknowledges that the Council accepts no responsibility for the loss of or damage to such items however caused nor does the Council accept any responsibility for any injury caused by such items however caused.
 - f) be responsible for ensuring that any person present in the welfare unit with or without the tenant's permission does not suffer personal injury or damage to any property.
 - g) not allow children under the age of sixteen into the welfare unit unless accompanied and supervised by a responsible adult.
 - h) keep the welfare unit in a good state of repair.
 - i) not erect any notice or advertisement on the outside of the welfare unit without the prior consent of the Council.
 - j) not fence in the welfare unit without first obtaining the Council's written consent.
 - k) ensure that any waste generated is removed from the welfare unit and disposed of responsibly.
 - l) permit an inspection of the welfare unit at all reasonable times by the Council's employees or agents.
5. In any case of dispute between the tenant and the Council, it shall be referred to the Council whose decision shall be final.
6. The tenant shall inform the Council forthwith of any change of address.
7. The Council may re-enter the welfare unit at any time after giving one months' notice in writing to the tenant on account of it being required for any purpose for which it has been appropriated under any statutory provision.
8. The tenancy shall terminate on the closure of the ALMK group or upon the group being given one month's notice to clear the premises, or ALMK gives one week's notice.
9. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
 - a) the tenant has not observed the rules.
 - b) the tenant breaches any of the preceding clauses; or
 - c) the group becomes bankrupt or compound with his/her creditors, or the group dissolves.
10. On the termination of the tenancy, the tenant shall remove all structures that otherwise were not in place upon commencement.
11. Any written notice required by the tenancy shall be sufficiently served if sent by email, registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Clerk.

Signed _____ by the Proper Officer on behalf on the Council.

Signed _____ Tenant.