

# ALVAH AND FORGLEN COMMUNITY COUNCIL MEETING

TUESDAY 30 JANUARY 2024 AT ALVAH HALL

## MINUTES

Website: [www.alvahforglencc.wordpress.com](http://www.alvahforglencc.wordpress.com)

Facebook: <https://www.facebook.com/AlvahForglenCC/>

### **1. Present.**

Carol Cox (Chairman), Doug Hill (Vice Chair) Barbara Foad (Secretary), Mike Dewhurst (Treasurer), James Bayne, Peter Dow, Carol Rewston, Caroline Jones, Jemima Chillingworth, and

In attendance: Andrew Webster

### **2. Apologies**

Apologies were received from: Helen Bayne, Rhoda Burns, John Burns and Jacky Player

### **3. Minutes of Previous Meeting.**

The minutes of the meeting held on 19 December 2023 were previously approved online.

### **4. Matters Arising**

a) **Bogton Noticeboard:** Ongoing

b) **APP/2023/2216 Mains of Carnousie, Bogton:**

The S75 for APP/2016/2115 is now on the planning portal for that application. I have attached it for your reference.

The S75 does address and cover the Restoration Works Programme, under Clauses 11 and 12 on pages 14-17. There is further reference to the Restoration Site under the Schedule on page 20 and the accompanying Restoration Plan annexed to the document which was circulated by email prior to the meeting. (most relevant pages at Appendix 1)

c) **Amenity and Garden Fund:** The archaeology Officer has advised that due to the risk of disturbing human bones if we plant bulbs at Forglen Cemetery this will not be allowed except in the car park. It was decided that we will not apply to the garden fund at this time.

d) **EE Broadband Router at Alvah Hall:** It is understood that if there is not a good enough 4G signal in the hall/ car park as suggested by the current 4G map, there is no way to use a Broadband Router in the Hall without at the very least drilling through the wall and installing a lead so that the 4G signal in the car park could be utilised. Doug Hill will check the speed and signal strength on EE in the car park and report back. Jemima Chillingworth will speak to Alison Bolger to encourage the hall committee to seriously consider installing Broadband in the Hall. The community council might be willing to consider contributing to the annual cost in order to be able to allow meeting attendance via internet for participants and the public. We also understand that young people would like to set up a 'coding' club in the hall if an internet w fi signal were available.

### **5. Community Police.**

The Police were unable to attend due to prior commitments.

## **6. Rural Broadband. AND Digital Voice**

### **Information from Aberdeenshire Council Digital Engagement Team about Alvah and Forglen**

The information coming from Alvah & Forglen Community Council is not incorrect however, because properties in the area are a mix of situations. Properties connected to the Turriff Exchange are included in 2026 build plans. Other properties, connected to the Banff, Portsoy & Eden telephone exchanges, are scheduled later in 2027. Properties in the area connected to the Aberchirder Exchange will see connections happen sooner in 2025. Because Openreach still works to telephone exchange model, the build plans target an exchange area at a time, hence the different timescales. Additionally, there are a sizeable number of premises which are not included in any upgrade plans. Because Alvah & Forglen Community Council is a rural area, with properties connected to various exchanges, and in various situations, it means there is not a single plan for the community council area as a whole.

With regards to the move to Digital Voice. BT, as all other telecoms providers, need to be able to offer a solution that allows you to make emergency calls in the event of a power cut. The battery solution will only last 3 hours with continuous use. As with all battery-operated equipment, if the system is not being used, except for in an emergency, the battery will last a lot longer than 3 hours. Regarding the charge for this, BT can charge residents for this system, however, Ofcom regulation and guidance states that providers need to offer resilience solutions (i.e. the battery pack) free of charge to residents who are dependent on the landline and cannot get a mobile phone signal inside the house. Therefore, to have the charge waived, you need to inform BT that you are dependent on the landline and cannot get a mobile signal in the house.. It is best to reference the lengthy power outages that have hit the area in the past few years, along with the fact that although you may live in an area with adequate mobile phone coverage, that coverage also disappears in an extended power cut, meaning you are reliant on a resilient landline for emergency purposes. For more information, you can read Ofcom's guidance on Protecting Emergency Access in a Power Cut here: [https://www.ofcom.org.uk/data/assets/pdf\\_file/0016/123118/guidance-emergency-access-power-cut.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0016/123118/guidance-emergency-access-power-cut.pdf).

## **7. Planning Applications.**

None

## **8. Caledonian Windfarm Consultation**

Nothing further to report

## **9. Floral Displays and Public Amenity Areas**

Nothing to report

## **10. Wild Flower Areas.**

We are still waiting for favourable weather to scarify the Forglen Cemetery verge.

## **11. Community Council Insurance.**

Ongoing

## **12. Arts Group.**

A children's Show has been booked for 4 February Circus Berzerkus" A Comedy of Errors in Alvah Hall. Arthur Coates and Kerron Cotterill will be performing Quebeoise Folk music in Forglen Hall on April 28 7.00 pm and The Moira Monologues in Lockdown is in Alvah Hall on 24 May 7.00 pm

### **13. Community Ownership Fund: Community Buildings/derelict land**

Ongoing.

### **14. Community Action Plan.**

#### **Ongoing**

### **16. Updates from Aberdeenshire Councillors.**

Cllrs did not attend at the meeting clashed with the Area Committee Meeting in Banff.

### **17. Any Questions from Members of the Public.**

**Ongoing problems with missed refuse bins following the introduction of three weekly cycles.**

The community is urged to use the MY Aberdeenshire phone App to report missed bins within 24 hours of being missed or contact waste services.

### **18. Any other business**

**Getting best value from the Deuchries Windfarm Community Fund.** The secretary proposed that we ask Liz Gill to become the community representative on this committee. This was agreed. Ms Gill also accepted the post and is now our representative for the next three years.

It was agreed that a subgroup would meet to discuss options for future applications and community developments. Jemima Chillingworth (lead), Peter Dow and Doug Hill (technical consultant). Other volunteers welcome. Secretary to find out the age profile of our residents to inform this.

We were asked whether it is possible to have a young peoples subgroup of the community Council. Secretary to find out.

The secretary advised that Child Poverty and Employment Services Officer for our area had been in touch. If anyone would like to set up a registered Playgroup in Alvah or Forglen Halls there is Funding and support to make this happen.

### **Community Woodland**

Secretary to chase up the offer of 7 acres of woodland for the community.

### **19. Date of next meeting**

Tuesday 27 February 2024 at Forglen Hall

Barbara Foad

Secretary

Alvah and Forglen Community Council

## ACTIONS

Derelict plot in Bogton	John Burns to research funding to purchase derelict land.
Community Benefit Caledonian Windfarm.	ongoing
Bogton Noticeboard	Secretary to send details and maps to the planning department
Proposed Bogton noticeboard. Send details of noticeboard and site to planning department	Secretary
Community Action Planning/Place Planning	Secretary to check access to a recording of online session.
Community Woodland	Secretary to contact the owner
Deuchries Sub Group	Jemima Chillingworth

### Appendix 1

#### **11. RESTORATION WORKS PROGRAMME**

- 11.1 The Proprietors shall implement the Restoration Works in accordance with the Restoration Works Programme detailed in Clause 11.2 and the Phasing of Restoration Works Programme detailed in Clause 12 below.
- 11.2 The Proprietors shall commence the Restoration Works strictly in accordance with the order of priority stipulated in the following schedule of works:
- 11.2.1 Phase One shall comprise (1) such works are as required to bring the Restoration Site to such condition to allow the Restoration Works to commence, which works,

without prejudice to the foregoing generality shall include the undertaking of all internal and external duntaking works and (2) the formation to base level of all access roads leading to the Restoration Site.

11.2.2 Phase Two shall comprise (1) the undertaking of new strip and pad foundation works, (2) the undertaking of internal loadbearing works required to support the roof structure and (3) the provision of a new roof with slated finish and all Velux windows at the Restoration Site.

11.2.3 Phase Three shall comprise of (1) the provision of all concrete ground floors and (2) the provision of new slappings in walls, new build ups and provision of all windows and external doors at the Restoration Site.

11.2.4 Phase Four shall comprise the undertaking of all remaining works as are required to complete the restoration of the Restoration Site.

- 11.3 The Proprietors undertake to inform the Council of any delays to the Restoration Works Programme.
- 11.4 The Restoration Works shall be carried out in the phases detailed in Clause 11.2 or as otherwise agreed between the Proprietors and the Council, both parties acting reasonably. The Proprietors shall instruct a certificate from a relevant certified professional at their own cost regarding the completion of the relevant phase of the Restoration Works, which shall be copied to the Council, and which request shall refer to the relevant phase of the Restoration Works which have been completed in accordance with the Restoration Works Programme.
- 11.5 All the Restoration Works must be completed and certified by a relevant certified professional. Any dispute whatsoever as to whether the Restoration Works in the relevant Phase have been carried out to the reasonable satisfaction of the Council shall be resolved by reference to Clause 7 of this Agreement. The Council and the Proprietors shall act reasonably at all times throughout this process.
- 11.6 At any time on written demand by the Council, the Proprietors shall exhibit to the Council within the seven (7) calendar days of said written demand, all documentation, receipts and invoices relating to the Restoration Works that the Council may reasonably require.
- 11.7 The Restoration Site Proprietors consent to the carrying out of the Restoration Works by the Proprietors.
- 11.8 At any reasonable time and on receipt of a written demand by the Council the Proprietors shall grant access to the Council's Officers or those appointed by the Council to inspect the Listed Building to view the progress of the Restoration Works (this shall in no way limit the Council's statutory rights of access and inspection).

## **12. PHASING OF RESTORATION WORKS PROGRAMME**

12.1 The Proprietors shall commence the Restoration Works Programme in the following phases:

12.1.1 Phase 1 of the Restoration Works Programme shall commence following the Completion Date in respect of the Housing Unit on the third (3<sup>rd</sup>) Building Plot forming part of the Development Site. Phase 1 shall be completed to the satisfaction of the Council as the Planning Authority, acting reasonably, not later than the date falling six (6) months after the Completion Date of the Housing Unit on the seventh (7<sup>th</sup>) Building Plot forming part of the Development Site.

12.1.2 Phase 2 of the Restoration Works Programme shall commence following the Completion Date in respect of the Housing Unit on the seventh (7<sup>th</sup>) Building Plot forming part of the Development Site. Phase 2 shall be completed to the satisfaction of the Council as the Planning Authority, acting reasonably, not later than the date falling six (6) months after the Completion Date of the Housing Unit on the ninth (9<sup>th</sup>) Building Plot forming part of the Development Site.

12.1.3 Phase 3 of the Restoration Works Programme shall commence following the Completion Date in respect of the Housing Unit on the ninth (9<sup>th</sup>) Building Plot forming part of the Development Site. Phase 3 shall be completed to the satisfaction of the Council as the Planning Authority, acting reasonably, not later than the date falling six (6) months after the Completion Date of the Housing Unit on the twelfth (12<sup>th</sup>) Building Plot forming part of the Development Site.

12.1.4 Phase 4 of the Restoration Works Programme shall commence following the Completion Date in respect of the Housing Unit on the thirteenth (13<sup>th</sup>) Building Plot forming part of the Development Site. Phase 4 shall be completed to the satisfaction of the Council as the Planning Authority, acting reasonably, not later than the date falling six (6) months after the Completion Date of the Housing Unit on the fifteenth (15<sup>th</sup>) Building Plot forming part of the Development Site at which point the Development on the Development Site shall be completed.

12.2 Not later than the date occurring FOURTEEN (14) days before the anticipated date of Commencement of each of the Phases of the Restoration Works Programme and no later than the date falling FOURTEEN (14) days after the date of completion of each of the Phases of the Restoration Works Programme, the Proprietors shall give written notice concerning each anticipated date of Commencement and each date of completion to both the Council's Legal & People Service.

12.3 In the event of any of the Phases of the Restoration Works Programme aforementioned not being completed within the respective periods specified in Clause 12.1 none of the Housing Units to be constructed on the Development Site (but excluding such Housing Units (or plots sold privately) which have been occupied or sold prior to the end of any period by which a given Phase requires to be completed) shall be occupied until such time