

CAM PARISH COUNCIL

MINUTES OF A MEETING OF THE DEVELOPMENT & PREMISES COMMITTEE HELD WEDNESDAY 28TH APRIL 2010 AT 6.30pm IN THE COUNCIL SHOP

PRESENT: D Andrewartha (Chairman), M Clifton, B Whatling, J Sherman, J Daniel, J Fowles, K Pearce (part meeting)

APOLOGIES: M Nolder, N Ledoux

IN ATTENDANCE: S Hanman (Clerk)

DP.10.1. To receive apologies for absence

Apologies as listed above were received and accepted

DP.10.2. To receive Declarations of Interest

Cllrs Fowles and Andrewartha – Personal Interest – Members of Stroud District Council

DP.10.3. To accept Minutes of the meeting of 24th March as a correct record

It was RESOLVED that the Minutes be accepted as a correct record and signed by the Chairman.

DP.10.4. To receive any questions, statements or submissions from members of the public in attendance or from any Councillor in respect of any agenda item in which he/she has a Prejudicial Interest

None received.

DP.10.5. To receive report of Working Party re. design and specification of building, discuss implications for cafe with the Preferred Operators and confirm instruction to Architect

The report was received as follows:

“The Working Party met with the Architect on Tuesday 20th April, when initial revised plans for the building were received. Amendments to previous plans included changing the arch over the cafe entrance to a gable (matching that at the Office end of the building), removing the decorative ‘fins’ from the external elevations, simplifying the entrance to the offices and changing the internal layout of the cafe. It was hoped that it might be possible to agree these changes via a Minor Amendment to the existing Planning Permission, rather than having to submit a new application. It was confirmed that the specification for the building would be for a timber frame with thermal cladding and render on the external walls, thick floors and a thermally efficient roof, all of which would contribute to a very energy efficient building. Some further minor amendments to the internal layout were also discussed, including an enlarged reception desk, door between the two Council offices and arrangements for access to the roof space above the offices. It was noted that the meeting room, reception area and cafe would all be full height areas, giving an impression of space and improving air circulation etc. Regulations regarding the layout of the cafe and any need for emergency exits would be checked before finalising the plans. There was some discussion on the possibility of some kind of artistic feature on the end walls, perhaps a mosaic, possibly working with the community and local schools to design and create this. This would need to work around the full height window on the west elevation, with the small window on the east elevation to be moved to a higher position.

Now that the revisions to the plans had been completed, the technical team would work on the details for heating etc and the detailed specification for the building. With regard to heating, it was still felt that a gas boiler would be the most efficient and cost effective method, although it was possible that solar PV panels could be used to pre-heat water. Use of PV panels would be dependent upon being able to access grants for the cost of providing them and being able to sell surplus electricity generated to the National Grid. In any case, it was likely that either PV or solar panels would be used for water heating, especially in the cafe. There was some discussion about the form that the heating should take, with under floor heating felt to probably be the most efficient. However, there were some issues with this, in that it is not the most instantly responsive method. Normal room radiators were also discussed, noting implications regarding wall space and control to ensure they do not become too hot in a public area, and skirting board heaters, although these were felt to be inefficient. It was anticipated that there would be separate utility supplies for the office area and the cafe and probably low energy external heating. “

It was agreed that the detail of the cafe layout would need to be discussed with the Preferred Operators, but unfortunately they had been unable to attend this meeting. Committee would also need to confirm with them that previous agreements as to the operation of the cafe still stand. Financial arrangements, including any initial ‘rent holiday’ would also need to be confirmed and would impact upon both the funding of the project and the Business Plan.

It was agreed that appropriate signage would be needed for the building, to make its function clear, and that it would be best if this could be incorporated into the design for the building. It would be necessary to take into account the view of the building from various directions when designing the signage – this aspect would be discussed at the next meeting with Architects.

DP.10.6. To consider financial implications of the proposed development of the Community Resource Centre including availability of grants

It was confirmed that, currently, the total budget for the project is £450,000, spread over 2 years, made up as follows:

263,000 from Development Reserve
29,000 allocated from General Reserve
141,000 proposed loan
15,000 retained in Development Reserve for final payment in 2011/12
2,000 to be allocated from 2011 budget for final payment in 2011/12

It was noted that, if the final cost that emerges from a tender process is greater than this, borrowing might need to be increased, unless grants can be accessed to cover the balance. A new borrowing approval will be needed, which will have to be sanctioned by Full Council and which cannot be applied for until cost are confirmed. It was also stressed that, should costs come in significantly higher than the agreed budget, it would be necessary to re-evaluate the affordability of the project.

It was noted that the current Medium Term Financial Plan includes a sum for 2011 onwards for loan repayments of £11048 – as an indication, the current interest rate of 4.64% would result in the following:

Loan Amount	Annual Repayment
141,000	9,588
175,000	11,900
200,000	13,600

It was also noted that the current year’s budget provides for one half-yearly loan repayment which, dependent upon the start date, might not be necessary, as the first payment will not become due until 6 months after the loan is drawn down. Drawing down the loan could be delayed until later in the project, as Council already has sufficient funds to meet early costs, and/or could be done in phases so that the full repayment cost is delayed. However, there are indications that PWLB interest rates are likely to rise, which could make it more prudent

overall to draw down the full amount as early as possible. Some interest would then be earned on these funds until they need to be used.

The following had been identified as possible sources of grants, which would need to be further investigated:

Big Lottery

Biffa

SWRDA Rural Development Fund

Trusthouse Charitable Trust

DTI Low Carbon Buildings Programme

Scottish Power Green Energy Trust

SDF Green Energy Fund

Eon Sustainability Fund

It was also reported that the contractor working on the development of the new hospital had enquired about other local projects which it might assist with – they would be contacted with details of this projects.

(Cllr Pearce joined the meeting at this point)

With regard to the possibility of Council acquiring further land on the site, it was noted that this also would be likely to need additional borrowing – the repayment costs above were thus an indication of the cost of this. However, a decision on this aspect would be delayed until the legal agreement for the transfer of the agreed section of the site has been completed. It would then be necessary to look at the Medium Term Financial Plan to fully understand the commitment that would be necessary, before any decision is made. Once the Medium Term Financial Plan has been updated, it would be available at all meetings of this Committee, in order that Members can assess the financial implications of any decisions.

DP.10.7. To refine Business Plan for the Community Resource Centre

It was agreed that the previously confirmed Business Plan would need to be updated to reflect current circumstances. Copies would be circulated electronically and the Working Party would meet on Thursday 3rd June at 6.30pm to begin work on updating.

DP.10.8. To consider Heads of Terms for legal agreement with Stroud District Council for the transfer of land at Chapel Street

Draft HOT had now been received from the District Council – Comments were agreed as per the following table (developed from that received from the District Council):

Date	23rd April 2010	Parish Council Comment
Parties details		
VENDOR		
Name	Stroud District Council – ‘SDC’	
Address	Ebley Mill, Westward Rd, Stroud, GLOS, GL5 4UB	
Contact	Abigail Marshall MRICS, Estates Surveyor (Alison Fisk MRICS, Head of Asset Management)	
Telephone	01453 754437	
Email	abigail.marshall@stroud.gov.uk	
Vendors solicitor	Stroud District Council Legal Services	
Name	TBC	
Address		
Contact		
Telephone		
Email		
PURCHASER		
Name	Cam Parish Council	
Address	22 High Street, Cam, GL11 5LE	
Contact	Sue Leaney - Clerk	Sue Hanman - Clerk
Telephone	01453 548884	
Email	clerk@camparishcouncil.gov.uk	
Agent	TBC	
Purchasers solicitor	TBC	

Development Agreement	The land will be sold by way of a 'Development Agreement' whereby on completion of the terms and conditions of a development agreement (in particular the completion of the Community building) the freehold interest will transfer to the Parish Council.	More information is needed on exactly what will be included in a 'Development Agreement'. This needs to be approved and confirmed before the 'purchase' of the site can be confirmed.
Terms and conditions		
Site	Land at Chapel Street, Cam, Gloucestershire. GL11 5NX Site to be contained in the development agreement is outlined in red on the attached plan which is for identification purposes only.	
Area	257 sq meters. 0.0635 acres. 0.026 hectares (including the amenity area) (this seems small Parish Council to confirm measurements with SDC)	<p>The area calculation is incorrect. A very crude calculation indicates an area more like 600sqm.</p> <p>An additional 2m to the rear (car park) side of the building was also requested in order to provide access to the rear of the building for future maintenance etc and to facilitate the construction. If this is not to be provided, it is possible that, for health & safety reasons, it might be necessary to close those car parking spaces adjacent to the site during construction of the building.</p> <p>An assurance is sought that the existing landscaping at the boundary of the car park will be removed, or at least significantly reduced in conjunction with the development of the building. This is of particular importance if the additional 2m rear strip is not to be included, as the landscaping would then be hard against the rear wall (and windows) of the building. It might, in any case, be difficult to construct in such close proximity to established trees.</p> <p>The plan should identify the area of land deemed to be the 'amenity area'.</p>
Consideration	£0 (nil value)	
Tenure	Freehold interest with vacant possession on completion of the development subject to the terms of the 'Development Agreement'.	As above – the content of the 'Development Agreement' needs to be agreed
Longstop date	The transfer is subject to the Community building being built (Practical Completion) by the 31 st March 2012.	Provision needs to be made for the extension of this date if matters beyond the control of the Parish Council make it

		impossible to reach practical completion by this date, including delays in the legal process, which could delay the start of the construction (e.g. it has taken 7 weeks from the Cabinet decision for this first draft of Heads of Terms for a Legal Agreement to be received).
Use	The site will be used for a community building (Parish Council Offices, a community resource centre , café and ancillary facilities) and amenity area	There is concern about the implication of this clause should the precise use of the building change over time. For example, would the freehold be lost if the cafe proves unviable and this part of the building has to be used for another purpose or sold on? Does the wording in brackets need to be included – is not a definition as a ‘community building’ sufficient?
Planning	The land will be developed in accordance with Planning Consent S.07/2265/REM. Any variations to this will be subject to the approval of SDC, such approval not to be unreasonably withheld.	Variations to be approved by whom – planners or estates?
Planning costs	Costs relating to any planning obligations or consents will be the responsibility of the purchaser.	OK
Pedestrian Access	Pedestrian access only from SDC’s Car Park (situated to the west of the site) and across its retained land to the east (hatched black/ green). This route may be varied by SDC at any time.	There is serious concern about the statement that the route of the pedestrian access may be varied by SDC at any time. Potentially, this could mean that SDC could re-route this anywhere, including through the community building! There is no objection to a pedestrian access, but the route of this across the Parish Council’s site needs to be confirmed from the outset. A possible future route variation would fetter the Parish Council’s use of its site. If the route across the Parish Council site is for pedestrian access only, why does it need to be 3m in width?
Vehicular access/ parking provisions	Vehicular access during development will be across the Council’s retained land to the east. A licence will be granted to allow vehicular access to the site. (The provision of permanent parking/vehicular access to be discussed, but SDC is concerned not to unduly fetter either its car park or the retained development site)	The Parish Council understands the District Council’s concerns about the implications for the existing car park, but would welcome further discussion on the possibility of including a physical means of vehicular access to its site, not necessarily an access that would be in regular use. This would then make it possible for a vehicle to access the site if needed, for example to facilitate maintenance to the building or for deliveries. It is not envisaged that vehicular access across the retained land will be necessary after the construction is complete.

Restrictive covenants	<ol style="list-style-type: none"> 1. Use as a Community building as specified above. 2. SDC undertakes not to build upon the 2m width strip of land shown hatched black on the Plan 3. Stroud District Council retains a 'Right of Way' across land to be disposed of (undeveloped section) –coloured green and hatched black on the Plan 4. The site is sold subject to those existing restrictive covenants, a copy of the Land Registry Office Copies has been included for information but the purchaser should make their own enquiries. 	<ol style="list-style-type: none"> 1. It is felt that, as an open ended Restrictive Covenant, this is unreasonable, as it makes no provision for possible changes in need over time. It is quite possible that, in the longer term, the nature of local government and/or service delivery will change, so that the building is no longer suitable. This Covenant would make it very difficult for the building to be used for another purpose or to be sold to facilitate a move to more suitable accommodation. Possibly a time limitation would address this issue. 2. OK 3. What is the definition of 'Right of Way'? the previous clause indicates that this would be a pedestrian access only, to which there would be no objection, but this clause would seem to indicate that it could be a more general right of way, which would thus permit SDC or its successors in title to gain access across the site by any means, including vehicular rights, which would fetter the Parish Council's use of its site and is considered unreasonable. 4. The existing restrictive covenants will be checked by the parish council's solicitor, but appear to be as previously understood.
Services to the site	The purchaser to make its own enquiries as to the cost for the supply and connection of services to the site. All utilities are to be located underground and should not jeopardise the potential development of the 'retained land'. Wayleaves need to be secured for any services or connections to be situated under Stroud District Councils land.	This should state that the purchaser will make its own arrangements for the supply and connection of services – the cost is a matter for the purchaser. Underground services are fine. The process for securing any necessary wayleaves will need to be explored.
Rights to be retained	SDC retains rights to connect and to use any existing cable conduits, wires, pipes, drains, sewers and other conducting media on the property. Also to lay services to its retained land across any undeveloped parts of the property, subject to satisfactory reinstatement of the land.	No objection in principle, subject to location of connections.
Boundaries	The purchaser will be responsible for the boundaries marked with a 'T' on the attached plan.	OK

Alienation	The purchaser may not assign the benefit of its interest in the 'development agreement' other than for the purpose of financing the development.	OK
Indemnity	The site is being offered in its current condition and subject to any existing rights / wayleaves and any Tree Preservation Orders. SDC offers no warranty that the site can be used or developed in any particular way or for any particular purpose/s. SDC will not be liable if the site cannot for any reason whatsoever be used or developed. The purchaser must make and rely entirely on their own enquiries and investigations.	OK
Other	Stroud District Council reserves the right to include additional terms and conditions that the Councils Legal Services considers appropriate to a transaction of this nature.	This is unacceptable – the parish council must know in advance the content of any agreement which it is expected to enter into.
Legal costs	The purchaser will be responsible for SDC's reasonable legal fees	It is emphasised that costs must be <u>reasonable</u>
Professional fees	The purchaser will be responsible for the payment of SDC's reasonable surveyor's fees.	The parish council will only be responsible for surveyor's fees which relate to the land to be transferred.

A copy of the site conditions etc contained in the Land Registry Title had also been received, which were felt to be in order but which would be referred to the Council's Solicitor for confirmation.

DP.10.9. Any other Development or Premises matters for information or referral only
None raised. The meeting was declared closed at 7.50pm.