

Minutes of a meeting of the Environmental Sub-Committee of Stanford in the Vale Parish Council held in the Committee Room of Stanford in the Vale Village Hall. Tuesday 13 October, 2015. 19:00

Present: Cllr. M. Isaacs (chair), Cllr. P. Gill, Cllr. A. Bailey, Cllr. T. Jenkins, Cllr. P. Lewis, Cllr. S. Jackson

01-13/10/15 Apologies – Cllr. S. Jackson, Cllr. J. Warren

02-13/10/15 Declarations of Interest - None

03-13/10/15 Questions/Comments from parishioners - None

04-13/10/15

Cllr. Isaacs reported that we had been working on actual lease for a long time - 4 years - this lease is based on the Heads of Terms. Would like to draw committee's attention to specific clauses:

8.7 - Insurance - agreed. (OCC have removed item about taking back site if found to be polluted)

12 - Costs (risks associated noted)

16/17 - Lease cannot be transferred. However, we can under-let the entire site (i.e. through a charity or corporate body) with sub-lease(s) to various clubs/associations as required. This gives the PC a method for the ongoing management of the site.

26.2 - Reinstatement clause - particularly onerous, but despite much discussion with OCC there is no reasonable prospect of this clause being removed. There followed some discussion about the potential risks to the PC of this clause, and Councillors accepted that this was manageable.

Cllr. S. Jackson joined the meeting at 19:30

40.1 - this clause has been significantly amended, and is much more favourable.

40.2 - if the PC is in breach of conditions, then OCC could break the lease altogether. Comments were made that one of the first tasks from the PC would be to build a high level plan, demonstrating key risks/dates and that would be subject to an annual review by the PC to ensure that all key milestones were achieved on time.

Cllr. Isaacs spoke of the possibility of a fund raising company, which seek to achieve grant funds for a large scale project, such as this, for approx 3% of the grants raised.

Cllr. Gill commented of the possibility of involving Earthline in the grounds works, as they are keen to be involved in community projects, and given the proximity of the site, would seem to be ideal partnership.

Discussion took place around clause 24:

24.3 - concerns regarding service media, but none are believed to serve the site itself at the present time

24.2 - around excavation works - agreed that digging a hole for a goal post/similar is not an excavation.

05-13/10/15

There was then general discussion, looking at any specific questions inc. 28.5 - surrounding the planning permission - but agreed this would be dealt with once a lease was signed

06-13/10/15

Cllr. Jackson offered the services of the District Valuation Office to review the rental terms within the lease. All in favour.

07-13/10/15

Cllr. Isaacs proposed that the latest lease is now published on the PC website and invite any comments from the public. All in favour.

08-13/10/15

Cllr. Gill queried the location of the 5 acres within the site. There was discussion as to how the site was expected to be managed as a whole, and the 5 acres was purely a notional boundary for the purposes of different rental charges by the landlord, rather than for differences in use.

09-13/10/15

With regards to questions previously posed to Council surrounding this lease:

NP consultation - would be good to make clear that the lease is available at next NP meeting

Para1 - Committee has already discussed land split, and the current OCC proposal only permits recreational/allotments use, so no option for housing/schooling at present. There was discussion about the possible risk of OCC finding that it was unable to expand the school on the (school's) current site, and it was agreed that if OCC found it was not possible to expand the school on the existing school site, it was envisaged that a future Parish Council give due consideration to any such discussions.

Para 2 - housing not permitted. n/a

Para 3 - comments on potential visual detracting of allotments noted. When/if part of the site is allocated to allotments, this can be looked at in more detail. However, PC has a duty to provide allotments.

- A. Public meeting to be held to decide on land use, once lease signed.
- B. Contam test results published. Clause to take back removed after significant discussions.
- C. Option to purchase - OCC not willing
- D. -
- E. Already discussed/agreed that this will be done

10-13/10/15

Cllr. Isaacs spoke of costs and time to maintain and manage the site (inc. hedgerows) and others commented on necessity to secure the entrances and safeguard the site from "other" uses whilst the site is being prepared. Noted.

11-13/10/15

Cllr. Jenkins queried whether the PC could/should have a break clause - specifically with regards to potential future liabilities arising from 23.2 if/in the unlikely event that a future PC felt it could not continue with the lease. Cllr. Isaacs to investigate.

12-13/10/15

Cllr. Lewis confirmed that the insurance broker has already confirmed that PC's existing Public Liability cover applies to any land which the PC owns or is responsible for. Noted.

13-13/10/15

Discussion surrounding next steps- Cllr. Gill spoke about contractors to weed/top - discussions considering limiting spend to minimum until requirements, such as planning permission etc. were in force. Suggested way forward:

- ON THE RESOLUTION OF Cllr.LEWIS SECONDED BY Cllr.ISAACS IT WAS RESOLVED to recommend to Council, subject to final minor amendments, to sign the lease.
- ON THE RESOLUTION OF Cllr.GILL SECONDED BY Cllr.LEWIS IT WAS RESOLVED that a vote of thanks be given to Cllr.Isaacs for all his work to date