

SANDFORD PARISH COUNCIL

Minutes of a meeting held at Sandford Congregational Church Hall 1st JUNE 2017.

At a meeting of the Council held this day those present were :-

Chairman - Mrs E Dalton
Mesdames – Keast, Yeo and Miles
Messrs – Lee , Unstead, Snow, Stephens, Stoye and Weedon
There were no Members of the Public in attendance
Mr M Vallance (Parish Clerk)

The Meeting started with a Quiet moment of Contemplation

- 1) APOLOGIES -DCC Cllr M Squires, MDDC Cllr Binks, Cllrs Harvey and Ford
- 1b) DECLARATIONS OF INTERESTS – Cllrs Stephens and Lee (Private Interest over Creedy View car park).
- 2) OPEN FORUM – No Members of the Public .
- 3) PARISH COMMENT BOOK / MATTERS REPORTED ON THE PARISH COUNCIL WEBSITE PLUS MATTERS REPORTED TO THE CLERK AND PARISH COUNCILLORS.

An entry had been made on behalf of “Steve”, one of the Drivers of the 369 Bus, Sandford reporting that once again the Bus had been unable to access the Square due to badly parked vehicles in the area of the Shute. He offered to attend any future Meeting to discuss these issues. It was agreed to invite him to join the Meeting that was being arranged by DCC Cllr Squires, with Steve Tucker (DCC Highways), to discuss Parking issues in and around the Square.

- 4) Following correction of the 11th May 2017 MINUTES, .in respect of Attendees, they were then confirmed and signed as a true record.
- 5) To report on MATTERS ARISING FROM THE MINUTES
 - a) Suggestions for the use of the Mill Lane call Box – Further discussion took place. It was suggested that ideas for the future use of the Call box could be canvassed at the 2017 Sandford Festival. The Clerk agreed to press BT Payphones for the promised tin of red paint and spare perspex panels to replace the missing ones which had been promised as long ago as February 2017.
 - b) Creedy View Car park – A further response had been received from Veitch Penny . The Gorwyn Trust had agreed “that they will gift a parcel of their land adjoining Brady Close to the east of Sandford Parish Hall to Sandford Parish Council rather than granting a long lease”. They went on to list the Heads of Terms proposed for the transaction :-

“ Below are the heads of terms they propose for this transaction:

- 1) *Extent of land to be transferred – they have agreed that they will give the same extent of the land that was to be leased to the Council for use as a car park.*
- 2) *Claw back – given that the Trust is agreeing to gift the land for use as a car park (rather than a long lease with a restriction on use as a car park), they wish to impose claw back in the event of any future sale to any third parties, at a figure of 50% of any uplift in value/ sale proceeds received for a period of 25 years after the transfer to the Council.*

3) Overage – again, given that they is agreeing to gift the land for use as a car park, they wish to impose overage in the event of planning permission being secured for any use other than as parking in connection with the adjoining village hall, at a figure of 50% of any uplift in value on the land achieved by the securing of the planning permission and to be payable on the carrying out of any development implementing the planning permission, to apply for a period of 25 years.

4) Transfer of land back from Summerfield SD3 Limited – a small piece of land was previously transferred to the developer of the adjoining land who constructed the new road known as Brady Close, and therefore the Trust had agreed to enter into a transfer of the land back simultaneously with the grant of the long lease to the Council. We will therefore still need to complete the transfer back at the same time and a condition of the contract will be the simultaneous transfer of the land edged blue to the Trust, immediately before the transfer to the Council . Any fees incurred by Summerfield SD3 Limited will be payable by the Council.

5) Payment of legal fees – the Gorwyn Trust is gifting the land to the Council for no consideration however they will require their costs to be met for this transaction. Foot Anstey estimate that their fees will be in the region of up to £4,000 plus VAT and disbursements (Land Registry fees, postage and photocopying etc.). Once again they ask for a formal undertaking to pay those fees up to the sum of a further £4,000 plus VAT and disbursements whether or not the matter completes. These fees are in addition to the money already paid. Because you are re-reimbursing the Trust's legal fees and the Trust cannot recover the VAT then the Council cannot recover that VAT. I have not had an estimate of the likely cost of transferring the land from Summerfield. ”.

Both Foot Anstey, and the Gorwyn Trust, had suggested that if the transfer could take place within a short time frame (a month) the costs could be kept down and Veitch Penny reported this as:-

Foot Anstey have provided the draft of the Freehold Transfer so we should be able to move forward quickly if the Council decide to go ahead. So that I can give the fee undertaking to Foot Anstey I will need payment of £4,800 As before, the Council will not be able to recover any VAT on Foot Anstey's fees.

As previously indicated, I would not intend to raise a bill for the work done in connection with the proposed lease, but for the work to complete the proposed gift, I would expect my fees to be between £800-£1,000 + VAT

IN VIEW OF THE PARISH COUNCIL'S FINANCES IT WAS FELT THAT THIS WAS STILL MORE THAN THEY COULD AFFORD.

IT WAS AGREED THAT CLRS STEPHENS, AND MILES, MEET WITH MR IAN PENNY AT VEITCH PENNY TO DISCUSS THE MATTER FURTHER.

THERE WAS ALSO A SUGGESTION THAT THE PARISH HALL COMMITTEE MIGHT BE INTERESTED IN ACQUIRING THE GRASS VERGE AGAINST THIER CAR PARK PREVIOUSLY THE LOCATION OF THE COACH PARK. IF THIS WAS AGREED THEY COULD POSSIBLY SHARE PART OF THE LEGAL FEES ?

THE FINANCE SUB COMMITTEE HAD MET ON THE 31ST MAY 2017 TO REVIEW THE PARISH COUNCIL FINANCES, INCLUDING THE BALANCES, AND THE POTENTIAL LEGAL FEES AND FURTHER PAVILLION FINANCES.

(The Chairman had produced a spread sheet which the Finance Sub Committee would consider at a later date)

FINANCES WERE SLIM AND IT WAS AGREED THAT THE PARISH COUNCIL WOULD NEED TO TREAD CAREFULLY ESPECIALLY OVER THE LEGAL FEES IN CONNECTION WITH THE ACQUISITION OF THE CAR PARK. IF DISUCSSIONS WITH THE PARISH HALL PROCEEDED IT WOULD BE VERY HEPLFUL IF THE LEGAL FEES WERE SHARED.

A SUGGESTION WAS MADE THAT THE COST OF THE LEGAL FEES TO AQUIRE THE CREEDY VIEW CAR PARK COULD BE CLAWED BACK IN THE 2018/2019 PRECEPT ?

c) Village 2017 Spring Clean – Set for 6.30pm on July 3rd. Sandford Scouts to be invited to attend and assist.

6) POLICE MATTERS – Matters needing attention – None

7) REPLIES

a) MDDC (Dog fouling signs) – As the District Council had not come up with any suggestions the Clerk had gone "on line" and found a supplier and it was agreed to order the necessary signs.

b) Veitch Penny/Mrs M Ellis – Creedy View car park (SEE ITEM 5 (B))

8) CORRESPONDENCE

a) Sandford Scouts request for use of the Field 8th July 2017 for Parking (plus Risk Assessment). This was agreed and led to discussion as to the Protocol that Sandford AFC would need to follow in considering any requests for the use of the Pavillion/Field in respect of Insurance and Risk Assessment being submitted.

It was agreed that as Managing Agent Sandford AFC would need to consider any request received and if necessary need to ask for a Risk Assessment and necessary Insurance Details

b) DALC – Copies of the May and June news letters had been received

c) MDDC – A copy of Town and Parish News (May 2017) had been received.

d) Sandford Playgroup had sent an invitation to the Parish Council to supply a Scarecrow for the 2017 Festival. This offer was not taken up.

9) SANDFORD COMMUNITY SPORTS PAVILION

a) Progress Report – The Pavillion was now completed and a date for the hand over of the keys was in process. It was agreed Cllrs Harvey and Weedon would accept the keys on the Council's behalf. The Parish Council would now proceed to insure the Pavillion in accordance with the suggested Premium of £393.25 as offered with Community First Trading through the Insurer Zurich Insurance plc.

b) Funding Update – Cllr Weedon had produced a schedule setting out the current financial position which was accepted.

Discussions were taking place with Sandford AFC over them paying the cost of the Benches £1348. Cllr Dalton was in the process of completing a DCC Locality Grant to cover the kitchen, tables and chairs.

The penultimate Account had been received from Mr R J Stephens (25/5/2017) for £16375.38 (including VAT of £2729.23) with one final 5% Retention invoice due in August.

If the latest Account could be paid the VAT could be re-claimed in the current quarter to 30th June 2017.

IT WAS AGREED TO TEMPORARILY TRANSFER £2500 FROM THE CURRENT ACCOUNT TO THE PAVILLION ACCOUNT TO COVER THE AMOUNT DUE. ONCE THE VAT WAS REPAID THIS COULD BE TRANSFERRED BACK.

Proposed Cllr Yeo, 2nd Cllr Yeo, and carried.

A draft copy of the Accounts (unaudited) for Sandford AFC to 7th May 2017 had been received showing a net balance of £4106.43

c) Official Opening – This was confirmed for 2.30pm on Saturday 8th July 2017.

Andrew Webb had been unable to make any further progress with an Opener from Exeter City FC. In view of their recent success the Clerk had contacted Exeter Chiefs to see, as two Players lived locally, whether they could provide an Opener ?

Mel Stride had also been approached but would be unable to confirm one way or the other until after the General Election on 8th June 2017.

In the mean time the Clerk had started sending out invitations omitting the name of the Opener.

Cllr Stephens agree to make enquiries over a Celebration Cake. It was also agreed to take up offers from Carol Webb and Cllr Ford to provide cakes.

Cllr Lee agreed to approach Barney Butterfield (Sandford Orchards) to provide cider for a Toast and ask him to Propose the Toast.

A Litter Pick ahead of the Opening was suggested for July 3rd, Meeting at Sandford Playing Field at 6.30pm. It was agreed to invite Sandford Scouts and Beavers to take part.. Discussion took place over further fund raising though nothing was agreed.

10) PLANNING

17/00699/FULL Dowrich Farm Sandford
Erection of an agricultural livestock building
NO OBJECTION

17/00729/FULL Hill View Farm New Buildings
Retention of covered yard for livestock
NO OBJECTION

17/00885/HOUSE 9 Linhay Park Sandford
Erection of single storey extension following demolition of conservatory, erection of porch to side and replace bay window with French doors
NO OBJECTION

Notice of Appeal
16/01136/PNCOU Building adjacent to Glentor, Barnstaple Cross
Prior notification for the change of use of store to dwelling
NOTED

11) TO RECEIVE REPORTS FROM COUNCILLORS – Cllrs Squires and Binks not present.

12) RECEIPTS AND PAYMENTS

Receipts

| | |
|---|----------|
| Lloyd's Bank (Interest May 2017) | £0.63 |
| MDDC (S106 funding for Pavillion Project) | £6934.72 |

Payments

| | |
|---|-----------|
| Mr M Vallance Salary | £444.63 |
| Mr C Cole (Internal Audit) | £60.00 |
| Visionict (Annual Website hosting) | £150.00 |
| Community First (Pavillion Cover) | £393.25 |
| Mr R J Stephens (Invoice dated 25/5/2017) | £16375.38 |

Cheques signed by Cllrs Snow and Keast

12a) ANNUAL REVIEW OF THE CLERK'S SALARY

It was unanimously agreed to increase the Clerk's Salary by 1% with effect from 1st April 2018
New Annual Rate £5388.93 = £449.07 monthly.
THE CLERK LEFT THE ROOM WHILST THIS MATTER WAS BEING DISCUSSED.

13) ROADS & FOOTPATHS – Road surface through New Buildings in need of urgent attention.

14) 2017 BEST KEPT GARDENS CONTEST – The Chairman had met the new owners of Crediton Garden Centre who had agreed to Judge this event and also to provide plants for the Sandford Sign. Judging to take place 8th July onwards.

15) ANY OTHER BUSINESS

16) Date of next Meeting 6th July at the Sandford Community Sports Pavillion.

There being no other business the Chairman closed the Meeting at 9.37pm.

