

## **Minutes of the Community Centre Committee of Aston Clinton Parish Council, held on January 22nd, 2019, 18.30 at Aston Clinton Parish Meeting Room**

### **Present:**

Councillors: -

L Tubb - Chairman

R Stewart

C Read L Ronson

T Comerford (co-opted)

M Mason

Clerks: G Merry (recording) & E Barry0 members of the public

### **19.01 Apologies**

Apologies were accepted from Mr K Loxley

### **19.02 Declarations of interest**

There were no declarations.

### **19.03 Minutes of the meetings held on 3/12/18 (Working Party), 3/12/18 (Committee) and 10/12/18 (Working Party)**

These had been circulated and were approved as a correct record of the meetings.

### **19.04 Public Participation**

No items

### **19.05 Budgets:**

#### **i. Income and Expenditure:**

The clerk circulated a spreadsheet showing payments to-date from each item in the development costs budget, as well as pending payments. This gave a figure for the variance between estimated and actual, with a total. Although this was currently showing a surplus, it was largely due to AVDC halving the bill for submission of the planning application, due to favourable terms for parish councils, charities etc. This would come back as a refund. The Clerk – Projects/Planning expressed concern that the contingency was already over-spent, due to unforeseen costs. There was also an invoice in from the architect for £20k for the next phase of development work.

#### **ii. Cash-flow:**

a. **S106:** AVDC's S106 officer had advised that money could be released in phases and he had revised the authorisation form to allocate payments against specific developments. However, he had added a clause that the PC would have to repay any S106 monies, should planning application be turned down, and this was discussed. The clerk/RFO advised that the officer had already gone beyond what the AVDC committee would normally allow and Cllr Tubb advised that a repayment clause is standard practise. The Clerk/RFO expressed concern that the amounts being paid may lead to a cash-flow issue and some S106 would be needed soon. It was discussed that S106 contracts require the monies to be spent within 10 years or re-paid and therefore the repayment, if it came to that, could be over a 10-year period. However, Cllr Tubb advised that the 10 years would not be from now but from the date the contract was signed off. She suggested clarifying the contradiction

that the PC is being asked to pay back the organisation that would have turned down the application. It was agreed to write and ask if the clause could be negotiated and Cllr Tubb offered to send the Clerk/RFO some wording. Further concern was expressed that the development re. S106 amount to be swapped-in – 15/03786/AOP (£304k), was still in reserved matters and had not yet been approved, so the money was not available. The situation would be monitored.

**b. Bank:** The Clerk/RFO and Cllr Ronson had attended an appointment with a bank business manager who had been supportive and indicated the PC's accounts were in good shape. An overdraft or loan was discussed with an overdraft being more likely. However, for the type of project, this would come under the remit of Real Estate and therefore, would be passed on to that department. The clerk had heard nothing further yet

#### **19.06 Traffic Consultant:**

The traffic consultant had sent an invoice for work completed to date, and as the original proposed work had yet to be completed the Clerk – Projects/Planning had asked him to provide an explanation of the bill to date and a fixed quote to complete the job. Including work already invoiced, the traffic consultant costed for further work which would amount to a total bill of £3277.50. He offered to drop the bill to £3k as a 'gesture of goodwill' but if more work was needed further down the line, this would be charged as extra. The Clerk - Projects/Planning expressed disappointment as the reason for the extra work had been in part due to errors in the initial scoping report the consultant had sent to BCC. His report to the PC however, was still due. There was some dispute as to whether all the work for this had been done. It was felt he had overcharged for phone calls and attending a meeting with the PC, however the report was needed for the planning application. It was discussed and agreed to suggest to him that as our preferred contractor, and with previous satisfactory work, the meeting charge at least might be reduced. It was also agreed to put payment of this invoice on-hold until matters were resolved..

#### **19.07 Building Design**

Partitions in the main hall had been discussed via email, and in particular the removal of the 2<sup>nd</sup> planned partition and the placing of the recessed housing for it.

**MOTION:** To agree the removal of the second partition in the main hall, leaving only 1 partition (retroactive), PROPOSED by Ronson, SECONDED by Cllr Stewart and AGREED.

**MOTION:** to agree the removal of the external bay/recess associated with the second partition (retroactive) PROPOSED by Cllr Ronson SECONDED by Cllr Mason and AGREED.

Re. the relocation of the internal wall of the recessed housing of the 1<sup>st</sup> partition, this would switch the housing bay into the interior, thereby losing some space in the servery. This would save some money. This was discussed and it was agreed that the saving was not worth the space lost and the relocation was not agreed.

**MOTION:** to agree the relocation of the internal wall, of the recess housing the remaining 1<sup>st</sup> partition, along with the resultant reduction in the length of the café server from 4.8m to 4.3m. MOTION NOT CALLED.

Cllr Tubb expressed concern that the internal double doors did not meet the statutory

minimum width for wheelchairs. The Clerk - Projects/Planning pointed out this had not changed from the original plans, but she would check with the architect.

Solar Panels planned for the eastern elevation were discussed. Cllr Read stated these would produce cost-effective electricity and as they would not be visible from the south view, would not affect the aesthetic of the building. Mr Comerford added that it was important to build sustainability into the design and solar panels are getting smaller and more efficient in design. It would be worth checking if the latest designs were being investigated and whether they could go on the roof, although the actual siting could be fine-tuned further on in the process. Cllr Tubb stated that solar panels are unattractive and would affect the appeal of the building in what is a beautiful area. She felt the cost-saving would be minimal. After further discussion, the solar panels were agreed.

**MOTION:** to agree the addition of solar panels on the east elevation PROPOSED by Mr Comerford SECONDED by Cllr Read and AGREED.

## 19.08 Project Update

### i. Updated Procurement Plan:

The architect had updated the project procurement plan and recommended starting on some of the design work ahead of determination. E.g. detailed design of both interior and exterior. Costs involved would likely include: the structural engineer, building regulations, electrical and mechanical costs, civil and structural costs. This would amount to approx. £45k. The Clerk/RFO cautioned against ploughing ahead, as the S106 monies were not all approved yet and there were potential issues with VAT recovery. Cllr Read expressed concern that the NHB required commencement within a year. However, Cllr Tubb reminded all that an extension could be applied for. Particularly as several of the delays had been beyond the PC's control. The clerk suggested that in a month, the S106 and VAT situations may be resolved. It was discussed and agreed not to concern the NHB panel yet with concerns over timeframe, until current issues were resolved, and a clearer timeframe was settled. It was agreed to let the architect know that the committee is not yet ready to proceed with the next phase and the Clerk – Projects/Planning will also obtain more detail from him re. costs involved.

### ii. Submission of Planning Application:

The application had been submitted and the invoice of £5,564 for submission had been paid. Subsequent to this, AVDC had advised of the lower rate for parish councils and a refund of half the cost (plus the £20 admin fee) would be made.

**MOTION:** to approve payment in the sum of £2,782 to AVDC for registration of the proposed new community centre planning application (retroactive) PROPOSED by Cllr Stewart SECONDED by Cllr Ronson and AGREED.

The Clerk – Projects/Planning suggested inviting the immediate park neighbours to a consultation event to discuss the plans. This was discussed and it was agreed to invite them to an extended public participation at a community centre committee meeting soon. Cllr Tubb agreed to draft a letter and send to the Clerk – Projects/Planning. Cllr Ronson offered to help hand-deliver. A public consultation event could be held once planning permission is approved.

### iii. Bat Survey:

Further bat surveys were required, involving dusk-dawn surveying, as it had not been possible to gain access to the entire roof space to check for signs of bats. The contractor

had advised that this would most likely be required by AVDC and he was already getting booked-up for May.

**MOTION:** to agree to the commissioning of 2 dusk to dawn emergence activity surveys in May, at a cost of £1,195 PROPOSED by Cllr Ronson SECONDED by Cllr Stewart and AGREED.

### **19.09 Draft Contracts**

The Clerk – Projects/Planning and Cllr Tubb had met to discuss contracts, and these had been shared with Cllrs. It was agreed that the architect's contract, which had been drawn up for the previous (original) project, was not rigorous enough. However, there was little to be gained by re-visiting this now. The architect had proved very professional and was unlikely to cause any issues. The Principal designer's contract would be based on the PC's standard Terms and Conditions and the Clerk – Projects/Planning would draft, with Cllr Read helping to provide the specification details. The traffic consultant and the landscape consultant would not require a contract, as their work was for a one off report. The 3 contracts to be drawn -up were: the mechanical and electrical engineers, the QS and the structural engineer. Cllr Tubb had devised a Services Contract based on the PC's standard Terms and Conditions, cross-referencing with their own scopes of work, ensuring the PC's Ts and Cs apply. It was agreed that the contracts would dated the date they were sent but timing schedules would need to be added subsequently, as these became clear. The Clerk - Projects/Planning asked for a further clause stating that any changes to the scope or additions were to be agreed by the Parish Council. It was agreed that Cllr Tubb would revise accordingly.

### **19.10 VAT Update**

Cllr Tubb outlined the need for VAT advice in order to reclaim VAT paid on invoices for community centre costs, and this had led to an application to 'Opt to Tax'. There had been a contradiction in the 2 application forms (1614A and 1614H) as to how much of the park/property was being included in the application and HMRC had responded with several questions. Although the tax advisor was still retained, a local tax lawyer and prospective new councillor had offered help free of charge and was working with the Clerk/RFO and Cllr Tubb to resolve the situation. There may be a need to repay VAT reclaimed on the All-Weather Pitch installed in January 2018. It is currently unsure whether VAT paid out on community centre costs can be reclaimed. The deadline to respond to HMRC was February 1<sup>st</sup> and a meeting with 2 advisors was scheduled for 29/1/19. The Clerk – Projects/Planning asked for clarification on current outstanding CC invoices and it was agreed not to pay these until necessary.

### **19.11 Temporary Accommodation**

#### **i. Initial Costings:**

Costings advised by Mr Loxley were circulated and discussed and were indicating the rental costs could be in the region of £5k per month. However, it was not clear what was included, and it seemed likely the café and soft play would need to be from a different supplier to the changing rooms/showers accommodation. It was agreed to set up a separate temp. accommodation meeting involving Cllr Read, Mr Loxley and one other committee member. The Clerk – Projects/Planning will arrange this.

#### **ii. Proposed Layout:**

A rough plan of this was circulated and generally approved. The proposed layout would

need to be clarified e.g. whether the café and soft play were in the same room and whether this would work. The proposal would then need to be discussed with Mr Lincoln. It was agreed the Clerk/RFO would write to the Bowls Club and advise that the top car park will be decommissioned for the duration of the build. Cllr Tubb suggested reducing the café's rent, as they will lose some trade. It was agreed that the full PC must decide this, and it would go on the next agenda. The café's tenancy was due for renewal in 2020 and would need to be discussed at a forthcoming working party meeting.

**iii. Design Details:**

It was agreed to defer this as both the Cafe owners and Mr Loxley would need to be involved.

**19.12 Date of Next Meeting:**

Wednesday 13<sup>th</sup> February 2019, 7pm

.....Signed:  
Date:.....