

## **NAILSEA TOWN COUNCIL**

A meeting of Nailsea Town Council will be held on  
**Wednesday 8 February 2017 at 7.30pm at The Tithe Barn**



### **AGENDA**

**Please turn off mobile phones before the meeting**

1. Apologies
2. Declaration of Interests
3. Public Participation
4. Confirmation of minutes of the meetings held on 11 January and 25 January 2017 – **encl**
5. Chairman's Remarks
6. **Financial/Legal/Staffing Matters**
  - a) Statement of Income and Expenditure to 31 January 2017 – **encl**
  - b) Cash and Reserves statement - **encl**
  - c) Payments made from 18 January – 31 January 2017 – **encl**
7. Consideration of the draft Report of the Public Consultation conducted in November 2016 - **encl**
8. Consideration of the terms of the acquisition of land at Hannah More Road, including the Engine Lane allotments (leasehold) – **encl**
9. With regard to the contract for the sale of the land at Engine Lane, to consider the definition and qualification process "for existing residents who wish to purchase a dwelling from the first phase of the Development" (section 18 of the contract)
10. Reports from District Councillors, see Clerk's Report
11. **Reports of Committees**
  - a) Planning Committee 14 December 2016 and 11 January 2017 - **encl**
  - b) Environment and Leisure Committee, 18 January 2017 - **encl**
  - c) Finance and Policy Committee, 25 January 2017 - **encl**
  - d) Community Engagement Committee, 18 January 2017 – **encl**
12. To consider a Development Day being run by South West Council's on 14 July 2017, entitled 'Essential Skills for the 21<sup>st</sup> Century Councillor', see Clerk's Report
13. To note that the Town Council was not successful in its application for a 2016 Historic England Angel Award, but a certificate of recognition praising the improvement works has been received
14. Questions asked under Standing Order 25
15. **Confidential Item:** to consider a nomination for the Community Award – **confidential papers encl**
16. Any Other Business

  
**Ian Morrell – Town Clerk**  
**Tithe Barn, Church Lane, Nailsea BS48 4NG**

**1 February 2017**

## **NAILSEA TOWN COUNCIL**

Minutes of the Town Council meeting held on Wednesday 8 February 2017 at 7.30pm in the Tithe Barn, Church Lane, Nailsea.



**PRESENT:** Cllr Hunt in the Chair, Cllr Barber, Cllr Barclay, Cllr Bird, Cllr J Blatchford, Cllr M.Blatchford, Cllr Frappell, Cllr Hamblin, Cllr Heappey, Cllr Lees, Cllr Middleton, Cllr A.Tonkin, Cllr J.Tonkin, Cllr Wilson and the Clerk.

### **23/17 APOLOGIES.**

Cllr Holt, Cllr Jameel, Cllr Packham, Cllr Petford, Cllr Phillips and Cllr Ponsonby.

### **24/17 DECLARATIONS OF INTERESTS**

None.

### **25/17 PUBLIC PARTICIPATION**

None.

**26/17 MINUTES** of the meetings of the Town Council held on 11 and 25 January 2017 were approved as a correct record and were signed by the Chair.

### **27/17 CHAIRMAN'S REMARKS**

Cllr Hunt said that the contract for the sale of land on Engine Lane had been signed by all parties, and the Town Council's copy is in the office safe. In relation to the contract she said she felt grateful to Cllr Packham for his ability to lead the Council through what had been a contentious matter.

Cllr Hunt reported that she had attended two courses recently. The first was about community engagement, attended also by Cllrs Jameel, Lees and Wilson. This showed techniques for efficient communication on an on-going basis. The second workshop was entitled 'Making Every Contact Count'. This highlighted the type of questions to use to identify areas where someone can be helped, which is an important aspect of developing the Nailsea Place concept. She said that in addition to the course content it is always valuable meeting other councillors and sharing experiences.

Following discussions it was agreed that a file should be set up to hold information obtained at courses and to record councillor attendance.

Cllr Lees endorsed Cllr Hunt's comments regarding Cllr Packham and the Engine Lane contract. He said that his experience in land development gave him an understanding of how difficult the process can be. He said that because of the various parties to the contract this one had been particularly complex, and he commended the team who had completed it successfully.

### **28/17 FINANCIAL, LEGAL AND STAFFING MATTERS**

a) **Statement of Income and Expenditure to 31 January 2017**

Noted.

b) Cash and Reserves statement

Noted.

c) Payments made from 18 January – 31 January 2017

Noted.

**29/17 CONSIDERATION OF THE DRAFT REPORT OF THE PUBLIC CONSULTATION CONDUCTED IN NOVEMBER 2016**

Cllr Hunt said that Carolyn Jones from Avril Baker Consultancy had been impressed by the mainly positive feedback in the survey. The overall impression the consultants gained was that people like living in Nailsea. Of particular note is the extent of volunteering in the Town. The consultants thought that the response rate was good, but given the variety of communication channels open to people Cllr Hunt said that she had hoped for a larger response.

Cllr Wilson said that the survey results are evidence that the Town Council has its "finger on the pulse" as to what residents regard as important for the Town.

Cllr Middleton said that overall there were no major surprises in the survey results. It reinforced the Council's position on the mix of housing for new developments. He said that although there was not strong support for more public art he did not think this should put off the Council from considering ideas for the future. The survey endorsed the Nailsea Place concept but there was some contradiction in the responses as to how it, and No 65 High Street, could be developed.

Cllr Blatchford said the report was a valuable document and that when Nailsea Place has been launched it should be publicised to the People and Communities Board.

Cllr Frappell said it was clear that many residents do not know which areas are the respective responsibilities of North Somerset Council and the Town Council. Cllr Heapey concurred but said this is a general problem, not just confined to Nailsea.

Cllr Middleton said that the survey had been a worthwhile exercise, and the next step would be for the Council to decide what to do with the report. He suggested that Community Engagement Committee should look into this in more detail, and this was agreed.

It was also agreed that the report should be sent to North Somerset Council.

**30/17 CONSIDERATION OF THE TERMS OF THE ACQUISITION OF LAND AT HANNAH MORE ROAD, INCLUDING THE ENGINE LANE ALLOTMENTS (LEASEHOLD)**

Members considered the draft contract and each of the 23 questions and comments raised by the Council's solicitor in a memo of 9 January.

It was proposed by Cllr Tonkin and seconded by Cllr Wilson

**RESOLVED** to instruct the Council's solicitor to proceed in finalising the terms of the contract subject to the agreed responses to his email of 9 January, and to authorise the Chair and Clerk to sign on behalf of the Council.

The vote was unanimous.

**31/17 WITH REGARD TO THE CONTRACT FOR THE SALE OF THE LAND AT ENGINE LANE, TO CONSIDER THE DEFINITION AND QUALIFICATION PROCESS "FOR EXISTING RESIDENTS WHO WISH TO PURCHASE A DWELLING FROM THE FIRST PHASE OF THE DEVELOPMENT" (SECTION 18 OF THE CONTRACT)**

Cllr Hunt confirmed that the contract allows for the first release of properties (a minimum of 10) to be marketed to 'local' buyers for two months prior to general release to the public.

Cllr Bird said he thought that 'local' meant first time buyers currently resident in Nailsea, such as young people living at home.

Cllr Heappey said the definition should include having attended school locally, but not necessarily in Nailsea. She said that a time limit should be imposed on these buyers as to when they could subsequently sell the property.

Cllr Middleton said that the Council must be seen to be even-handed. He agreed with the definition of people currently living in Nailsea, and not owning their own home, but this could include people who are currently renting. He questioned whether a couple buying would be eligible if one of them met the criteria.

Cllr Blatchford said that the definition could be 'resident' or 'normally resident'. He said that providing homes to local people was a major reason why the land was sold, and why it was being done now. In this respect it is important that the property is for the personal use of the buyer and is not rented out.

Cllr Lees said the first release of houses may included 4-bed properties, which may not be suitable for first-time buyers. He thought it equally important that the designated 30% affordable homes should be available to local people as a priority. He also warned of the risk of having restrictions which would create problems with mortgage lenders.

Cllr Heappey said that the Duchy of Cornwall have criteria giving priority to local people. The Clerk said he would look into this.

Cllr Hamblin said that she wanted to see younger families from outside the Town also having the opportunity to buy. Cllr Hunt said that she would like to see priority buyers having a connection to Nailsea.

It was agreed that a working party would look in more detail at this matter. The members of the working party are Cllrs Bird, Blatchford, Lees and Middleton.



Cllr Lees said that he thought inviting a Barratts local sales manager would provide useful input, and this was agreed.

### **32/17 REPORTS FROM DISTRICT COUNCILLORS**

The comments from Cllr Barber in the Clerk's Report were noted.

Cllr Barber added that a decision has been made to increase the daily charge at Nailsea and Backwell station from £1.50 to £2.40. Cllr J.Tonkin said this decision had been taken to match the charge at Yatton Station, which is managed by Network Rail, in order to disincentivise people from the Yatton area driving to Nailsea because of the cheaper charge. Cllr Tonkin added that some season ticket holders have been unable to find a parking space.

In response to a question from Cllr Middleton, Cllr Barber said that the income from car parks goes into the highways budget.

Cllr Barber also reported that concessionary travel fares will now become valid at 9.30am rather than 9.00am and end at 11.00pm rather than 11.30pm. Cllr Hunt expressed concern at this decision and asked whether there had been any public consultation.

Cllr Barber said there is an impasse in the negotiations between McCarthy and Stone and North Somerset Council regarding the S106 agreement for developing the former police station site.

Cllr Lees asked whether the latest round of budget cuts meant the redevelopment of the Scotch Horn Centre would be put back. He also commented that residents want the Library to stay in its current location. Cllr Barber said that unfortunately the Library simply does not conform to accessibility requirements and so a long-term solution for this issue has to be found.

### **33/17 REPORTS OF COMMITTEES**

#### **a) Planning Committee 14 December 2016 and 11 January 2017**

Cllr Hunt presented the minutes of the meetings, none of which contained recommendations to Town Council. The minutes were approved.

#### **b) Environment and Leisure Committee, 18 January 2017**

Cllr Hunt presented the minutes of the meeting, none of which contained recommendations to Town Council. The minutes were approved.

#### **c) Finance and Policy Committee, 25 January 2017**

Cllr J.Blatchford presented the minutes of the meeting, none of which contained recommendations to Town Council. The minutes were approved. He added that European legislation, which will affect the UK, will be introduced in 2018 making the Town Council subject to a maximum £100,000 fine if its computer systems are hacked and negligence can be proven.

#### **d) Community Engagement Committee, 18 January 2017**

Cllr Hunt presented the minutes of the meeting which contained one recommendation.

It was

**RESOLVED** to appoint Squarebird to develop and implement the NailseaTown.com concept, to set a budget of a maximum of £20,000 and for the working party to develop a detailed project plan, timescales and costings.

The vote was unanimous.

The minutes of the meeting were approved.

**34/17 TO CONSIDER A DEVELOPMENT DAY BEING RUN BY SOUTH WEST COUNCILS ON 14 JULY 2017, ENTITLED 'ESSENTIAL SKILLS FOR THE 21<sup>ST</sup> CENTURY COUNCILLOR'**

The following members expressed an interest in the course: Cllrs Blatchford, Hunt, Middleton and Wilson.

The Clerk agreed to get further details and circulate them.

**35/17 TO NOTE THAT THE TOWN COUNCIL WAS NOT SUCCESSFUL IN ITS APPLICATION FOR A 2016 HISTORIC ENGLAND ANGEL AWARD, BUT A CERTIFICATE OF RECOGNITION PRAISING THE IMPROVEMENT WORKS HAS BEEN RECEIVED**

Noted. Members expressed pleasure that the improvement works to the Glassworks had received some official recognition.

**36/17 QUESTIONS ASKED UNDER STANDING ORDER 25**

None.

**37/17 CONFIDENTIAL ITEM: TO CONSIDER A NOMINATION FOR THE COMMUNITY AWARD**

Pursuant to section 1 (2) of the Public Bodies (Admissions to Meetings) Act 1960 it was

**RESOLVED:** that because of the confidential nature of the business to be transacted, the public and press leave the meeting during consideration of the above. The meeting therefore closed at 8.25pm.

The meeting reopened at 8.27pm.

It was proposed by Cllr Middleton and seconded by Cllr Blatchford.

**RESOLVED** to make a Community Award to the nominated person.

The vote was seven in favour, two against and four abstentions.

**38/17 ANY OTHER BUSINESS**

- a) Cllr Wilson asked for an update on the roof repair following the theft of lead the previous week. The Clerk reported that the theft and resultant damage had been extensive but a contractor has been on-site making repairs and replacing the lead. He said that he was meeting an insurance loss adjustor the following day,

and also has a meeting arranged with a security company regarding additional lighting and CCTV.

The meeting closed at 8.36pm.

Chairman's signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **NAILSEA TOWN COUNCIL**

Minutes of the Town Council meeting held on Wednesday 11 January 2017 at 7.52pm in the Tithe Barn, Church Lane, Nailsea.



**PRESENT:** Cllr Packham in the Chair, Cllr Barber, Cllr Barclay, Cllr Bird, Cllr J Blatchford, Cllr M. Blatchford, Cllr Frappell, Cllr Hamblin, Cllr Heappey, Cllr Holt, Cllr Hunt, Cllr Lees, Cllr Middleton, Cllr Petford, Cllr Phillips, Cllr Ponsonby, Cllr A. Tonkin, Cllr J. Tonkin, Cllr Wilson and the Clerk.

**01/17 APOLOGIES.**  
Cllr Jameel.

**02/17 DECLARATIONS OF INTERESTS**  
None.

**03/17 CONSIDERATION OF AN EMAIL FROM CLLR ANDY COLE REGARDING A PROPOSED ZEBRA CROSSING NEAR ST FRANCIS PRIMARY SCHOOL**

The Chairman brought this agenda item forward as there were members of the public who wanted to speak in support. The meeting closed at 7.53pm.

Rachel Stacey and Siobhan Hallmark introduced themselves as parents of year 2 children attending St Francis School. They expressed grave concern about traffic speeds around the school, and said that although there is a designated crossing place it is ambiguous and therefore unclear to drivers. They said that there was a crossing patrol (lollipop lady) until about four years ago, and now all North Somerset Council funding for this service has been withdrawn.

They have raised their concerns with Cllr Cole and were seeking the Town Council's support in their request for North Somerset Council to review highway safety around the school.

The meeting reopened at 7.59pm.

Following discussion, it was proposed by Cllr A. Tonkin and seconded by Cllr J. Tonkin

**RESOLVED** to strongly support the request from St Francis School to North Somerset Council for a review of highway safety in the area around the School, and to consider options for improvements, including a pedestrian crossing.

The vote was unanimous.

**04/17 PUBLIC PARTICIPATION**

Antony Evans introduced himself as a resident of Engine Lane.

He referred to the minutes of the Town Council meeting of 21 December 2016 and the specific reference to the petition presented by Nailsea Action Group in opposition to the proposed development by Barratt Homes on Engine Lane. He clarified that whilst there were 148 residents who had signed a petition which was

presented to the 21 December meeting, a further 241 people had signed up to the change.org website, and therefore there were nearly 400 people who have expressed opposition to the proposed development.

Mr Evans then referred to item 6d) on the agenda concerning advice received from the Town Council's solicitor in relation to the publication of the financial terms for the sale of land at Engine Lane to Barratt Homes. He said that irrespective of the advice received, he requested that the contractual documents be put in the public domain. He said that by not doing so people would question what "persuasions" have been used in the negotiations and that "uncomplimentary interpretations" could be made of the actions of the Council.

He said the legal adviser's comment that "Members of the public are, in my opinion, unlikely to understand the context of the information as the price is a result of various factors" is "lofty, unjust and patronising."

Mr Evans said that in December 2016, Nailsea Action Group had written two detailed letters regarding the legal position and had received helpful clarification from the Clerk. Therefore, the Council should have nothing to fear from disclosure.

The Chairman said the Council is being as open as it can be. It has taken advice from its legal representative and would be at fault if it did not follow this advice.

Cllr Ponsonby said that the Council could ask the other landowners if they were willing to have more information about the negotiations put in the public domain. Cllr Packham said that they had already expressed concern about the amount of information which has been put in the public domain and so it was unlikely they would want even more released.

The Clerk said the issue about disclosure was not solely about the other landowners. The Town Council needs to protect its own position and that if, for whatever reason, a contract with Barratt Homes was not completed, the Council's negotiating position with any other developer would be compromised if commercially sensitive information was already in the public domain.

He said that he had spoken to the Council's solicitor earlier in the day asking his advice on whether the contract documents could be made public before they are signed. His advice was that they should not be put in the public domain. However, the solicitor would be producing a briefing document, as he had done previously, explaining the key terms of the contract. This would be circulated as a public document with the agenda for the Town Council meeting on 25 January.

Cllr Holt said the refusal to put information in the public domain was just about the other landowners.

Cllr Middleton said the solicitor's advice about not releasing confidential information was not just about protecting the interests of other parties. The Council had prudently sought advice from the District Valuer regarding the financial offer from Barratt Homes, and it had received the reassurance that the offer represented market value.

Cllr Frappell said that Cllr Holt had referred to conspiracies, which Cllr Frappell found offensive. All the information relating to the proposed sale is available for councillors in the Clerk's office, and anyone with any concerns should go and look at it.

**05/17 MINUTES** of the meeting of the Town Council held on 21 December 2016.

Cllr Heappey said that the reference to Sophie Lord should refer to Sophie Millward.

Cllr Barber said she wanted to apologise for the impression that some councillors had that she was threatening them with action if they voted in favour of the development on Engine Lane. She said that under agenda item 149/16 she did not say that "councillors who vote in favour of selling the land **will** be reported to the Standards Board and the Ombudsman." But that they "could" be reported.

Cllr Ponsonby said she wanted to refer to agenda item 148/16 and the price to be paid for the purchase of 65 High Street. The Chairman said that could be considered under the agenda item later in the meeting referring to the purchase.

It was proposed by Cllr A.Tonkin and seconded by Cllr Hunt

**RESOLVED**        **to approve the minutes of the Town Council meeting of 21 December 2016, subject to changing the name Lord to Millward.**

The vote was 12 in favour, six against and one abstention.

**06/17 CHAIRMAN'S REMARKS**

Cllr Packham said he welcomed Cllr Barber's comments regarding the debate at the Town Council meeting on 21 December 2016 and that because of the significance of the matter of councillors' personal liabilities which had been raised he wanted to make the following statement regarding the legal position:

"The National Code of Conduct was revised under the Localism Act 2011 and The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012. The Standards Board for England was abolished. In effect the new regime narrowed the range of issues that could be reported to the local standards committee, and introduced the principle that breaches of the obligation to declare a disclosable pecuniary interest could constitute a criminal offence.

The Local Government Act 1974 (S34(1)) defines the authorities that the Local Government Ombudsman may investigate. Town councils are not included in this definition. The Ombudsman cannot look at a complaint about a town councillor. A complaint about the conduct of a town councillor should be made to the Council itself or the local Standards Committee.

In law, the Council is a corporate body. The Town Council makes resolutions as a single entity and is collectively responsible for its decisions. Individual councillors

cannot be held personally liable for decisions made by their Council, other than in exceptional circumstances, broadly resulting from a wilful breach of the law by the individual.

Council decisions are the responsibility of the whole body. A corporate body has a legal existence separate from that of its members. As decisions of the Council are made collectively as a single body, councillors must accept a formally approved resolution, even if they voted against it. Recording a councillor's vote against a resolution does not absolve the individual from collective responsibility for the decision. The essence of this collective responsibility is that the individual councillor is not personally liable for the Council's decisions, unless they have breached the Code of Conduct or the law, including a failure to act in good faith.

Nailsea Town Council has insurance in place to cover the legal costs of defending a claim against an individual councillor in carrying out their role. However, this would tend to become relevant only in matters such as defamation or health and safety. An individual councillor has no case to answer for collective decisions of the Council, unless they have breached the law.

If any councillor feels they are unable to support a resolution passed by the Town Council and the principle of collective responsibility, then they should consider their role as a councillor.

Should any councillor in the future have concerns about the legality of any issue or their responsibility in the decision-making process, I suggest that they speak with the Clerk in advance of a meeting.

The Clerk to the Council is the Proper Officer as described in statute. The principle separation of legal responsibilities is that the Council is responsible for making decisions, including delegating matters to the Clerk, and the Clerk is responsible for implementing those decisions. The Clerk is answerable to the Council as a single body, not to any individual councillor, including the Chair of Council."

#### **07/17 FINANCIAL/LEGAL/STAFFING MATTERS**

##### **a) Statement of Income and Expenditure to 31 December 2016**

Noted.

##### **b) Payments made from 11 October to 31 December 2016**

Noted.

##### **c) Update on the purchase of 65 High Street**

The Chairman reported that solicitors for both parties have been instructed. He said that the Leader of North Somerset Council, Cllr Ashton, had made an Executive Decision to approve the sale of 65 High Street for £325,000. Any discount on the transaction only becomes active if an agreement is reached to lift the covenant on the land at Engine Lane. The total for both transactions would be £800,000. He said that he would be meeting Malcolm Coe, North Somerset Council's Director of Finance, on the following Monday and this matter would be discussed.

- d) To note advice received from the Council's solicitor regarding the publication of the financial terms for the sale of land at Engine Lane to Barratt Homes

Noted.

- e) Consideration of a proposed controlled crossing on Queen's Road

The Chairman and the Clerk summarised the background to this matter. The Town Council has made a number of requests to North Somerset Council over the years to assess the need for a controlled crossing on Queen's Road. The most recent assessment identified that the total number of pedestrians using the road would justify a crossing, but there are numerous crossing points.

It was agreed that further research is required to understand where people cross the road, and also to assess the impact of a crossing in the area of Queen's Road and Mizzymeade Road, as this operates like a junction, and can be complicated for drivers.

It was proposed by Cllr Heapey and seconded by Cllr J.Tonkin

**RESOLVED** to allocate £50,000 in reserves for a controlled crossing on Queen's Road subject to further research which would identify the most appropriate location.

The vote was 16 in favour, two against and 1 abstention.

Cllr J.Blatchford insisted that the Town Council ask whether it could recover its contribution to the crossing from Community Infrastructure Levy funds once the system has been introduced by the planning authority.

- f) To consider the budget and Precept request for 2017-18

Cllr Packham said the Finance and Policy Committee had recommended that the precept should remain the same.

It was proposed by Cllr Hunt and seconded by Cllr Phillips

**RESOLVED** to request £457,606 as the Precept for 2017-18.

The vote was unanimous.

#### **08/17 REPORTS FROM DISTRICT COUNCILLORS**

The report from Cllr Barber in the Clerk's Report was noted.

#### **09/17 REPORTS OF COMMITTEES, SUB-COMMITTEES AND WORKING PARTIES**

- a) Planning Committee 12 October, 2 November and 23 November

Cllr Phillips presented the minutes of the meetings none of which contained recommendations to Town Council. The minutes were approved.

- b) Environment and Leisure Committee, 12 October and 23 November

Cllr Petford presented the minutes, which contained no recommendations to Council. The minutes were approved.



c) **Finance and Policy Committee, 26 October and 7 December**

Cllr J. Blatchford presented the minutes, which contained no recommendations to Council. The minutes were approved.

d) **Community Engagement, 16 November 2016**

Cllr Packham presented the minutes which contained no recommendations to Council. The minutes were approved.

**10/17 QUESTIONS ASKED UNDER STANDING ORDER 25**

None.

**11/17 INVITATIONS TO ATTEND**

a) **Nailsea Musicals, 19 January 2017, 'Return to the Forbidden Planet', four tickets**

Cllr Holt took the tickets.

b) **Nailsea Little Theatre, 27 February 2017, 'Breezeblock Party', two tickets**

Cllr Bird took the tickets.

**12/17 TO CONSIDER A NOMINATION FOR THE COMMUNITY AWARD**

Pursuant to section 1 (2) of the Public Bodies (Admissions to Meetings) Act 1960 it was

**RESOLVED:**        **that because of the confidential nature of the business to be transacted, the public and press leave the meeting during consideration of the above. The meeting therefore closed at 8.41pm.**

It was proposed by Cllr J. Tonkin and seconded by Cllr Frappell

**RESOLVED        to make a Community Award to the nominated person.**

The vote was unanimous.

**13/17 ANY OTHER BUSINESS**

None.

The meeting closed at 8.44pm.

Chairman's signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **NAILSEA TOWN COUNCIL**

Minutes of the Town Council meeting held on Wednesday 25 January 2017 at 7.30pm in the Tithe Barn, Church Lane, Nailsea.



**PRESENT:** Cllr Packham in the Chair, Cllr Barclay, Cllr Bird, Cllr J Blatchford, Cllr M. Blatchford, Cllr Frappell, Cllr Heappey, Cllr Holt, Cllr Hunt, Cllr Jameel, Cllr Lees, Cllr Middleton, Cllr Petford, Cllr Phillips, Cllr Ponsonby, Cllr A. Tonkin, Cllr J. Tonkin, Cllr Wilson the Clerk and the Finance Officer.

In attendance: Tim Walker, Partner and Chairman, Clarke Willmott LLP

### **14/17 APOLOGIES.**

Cllr Barber and Cllr Hamblin.

### **15/17 DECLARATIONS OF INTERESTS**

None.

### **16/17 PUBLIC PARTICIPATION**

Cllr Packham said that the Town Council had made a decision on 21 December 2016 to enter into a conditional contract for the sale of the land on Engine Lane, subject to the completed draft contract being put before Council for approval. The purpose of the meeting tonight was to decide whether or not the Chairman and Clerk would be authorised to sign on the Council's behalf.

Antony Evans referred to agenda item 6 which was the consideration of the Conditional Contract for the sale of land on Engine Lane to Barratt David Wilson Trading Ltd. He said that residents were open to the accusation of being NIMBY's (Not In My Back Yard), but he said it was more a case of NIMF, or Not In My Face. He said that the proposal was eroding precious countryside, and the development was in the wrong place.

He questioned why the Town Council supports development on Engine Lane but not on Youngwood Lane. He said the Council should stop proclaiming that the objective is about more homes, when the real attraction is money. These homes would only scratch the surface of the concerns about school student numbers and the economic health of the shopping centre. The Council is therefore being disingenuous. It should wait another six years to sell when the overage on the land at Gaulacre reduces.

Antony said that there are more ethical but less tangible impacts. He asked why the original covenant was put on the land in 1993 and said that the wisdom of that time in protecting the land from development should be respected. As for Gaulacre, the land was purchased for recreation and the Council is now breaking a promise made in good faith. He concluded that the Council in many ways does a good job but has been "persuaded" into thinking that this development is a good idea. He asked whether councillors are "fully informed" and have the time and expertise to understand the huge amount of paperwork. If not, for "the sake of their consciences" they should reconsider a decision they may come to "deeply regret."

Matt Thomas introduced himself as the Chair of Nailsea Action Group. He said that because of the events of the last year he was saddened by the state of democracy in the Town. The Council has no mandate to sell the land and its decision is contrary to its policy to protect open spaces. The full contract has not been seen by the public as "vast sections" have remained confidential. He asked what the capital receipt would be spent on. He questioned why there has been no news on the public survey carried out in November 2016.

David Gray acknowledged that the land on Engine Lane is allocated as a development site in the North Somerset Core Strategy and that Nailsea has a problem with an aging population. He said he was not asking for the development to be abandoned, but the proposed deal is disadvantaging tax payers. If the Council waits until the overage reduces it will generate more money to spend on the Town, and could reduce the Precept. The Council has not consulted adequately with residents who should be asked whether they would prefer the land to be sold after 2023 when the overage reduces. The Council is making a unilateral decision and is not giving residents the respect they deserve.

Helen Ellis said that neither residents nor councillors have had enough time to digest the information on the Council's website. She questioned whether the Build for Life document is a government or a Barratts document. Only 11 of the properties would be sold below market value, and the covenant restricting Barratts from implementing a different housing scheme is only applicable for five years. She welcomed the plan to allow local people to buy first but said that the detail should be agreed before the contract is signed. The site layout should be revised to reduce the impact on local residents and to make it more acceptable to residents, especially in relation to traffic.

Cllr Packham said that the town needs more houses now, and that there are no guarantees that in 2023 the land could be sold, or if it could at what price.

David Gray said that it does not make sense to say that the land could not be sold in 2023 and that the contract should be deferred. Cllr Packham said that the current deal cannot be deferred for years. In accordance with North Somerset Council policy, 30% of the homes will be owned by a housing association, and the remainder will comply with the Town Council's housing mix policy.

Neville Crewdson said that the contract should include a provision obliging Barratts to start building immediately. If this does not happen the proposal should be abandoned. Tim Walker said that neither Barratts nor the Town Council could know how long it would take to fulfil the contractual and planning conditions. Further, the state of the housing market when the planning consent is granted has to be taken into consideration. He reiterated that he does not represent Barratts but a condition obliging them to develop at a certain time would not be acceptable to them nor reasonable. Developers will always aim to develop land as soon as possible after purchase subject to market conditions, and the current market demonstrates strong demand from purchasers. Barratts are making a significant investment in purchasing the land and building the homes and will want to get on with the scheme.

Cllr Middleton said that as this site is allocated in the North Somerset Core Strategy and Barratts could submit a planning application soon, this development will produce new homes in the shortest timescale.

Sandra Hearn asked whether the Barratts planning application would have the same maximum period as any other application. Tim Walker said that it was likely the planning consent would be valid for three years, which is standard policy, after which it would lapse if the approved development had not started. The prospect of the five-year covenant not taking effect is nil. However, if it remains in perpetuity it will create an issue every time a house is sold.

Geoffrey Lister said that at a previous Town Council meeting Cllr Frappell had remarked that virtually every previous development in Nailsea had been opposed and that this one will make no difference to the Town's infrastructure. The problem with this scheme is the impact on the infrastructure on the outside of the Town, and the main routes leading away from Nailsea, which have remained virtually unchanged since 1945. More houses means "another turn of the screw" for the roads. The Town Council should put more pressure on North Somerset Council to develop and implement a plan for new roads and to improve the infrastructure.

Cllr Packham thanked residents for their comments.

**17/17** **MINUTES** of the meeting of the Town Council held on 21 December 2016. The Chairman explained that the agenda item should have read 11 January 2017. These minutes will be on the agenda for the next meeting.

**18/17** **CHAIRMAN'S REMARKS**

The Chairman said that he had the sad duty to report the death of former councillor Brian Millward.

Cllr Packham reported that on Monday 16 January, he and the Clerk had met Malcolm Coe, who is Head of Finance and Property for North Somerset Council, and Martin O'Neill, who is the Property Estates and Regeneration Manager for North Somerset Council. The purpose of the meeting was to be clear on the financial arrangements for the purchase of the property at 65 High Street and the lifting of the covenant on land on Engine Lane.

The sale price of the property at 65 High Street is £325,000 as recommended by the District Valuer and as confirmed by the Leader of North Somerset Council, Cllr Nigel Ashton. Solicitors have been instructed to proceed with the sale of the property from North Somerset Council to Nailsea Town Council.

The sum negotiated with North Somerset Council to lift the covenant on the land on Engine Lane is £500,000. However, North Somerset Council has agreed to a combined sum of £800,000 if both the sale of 65 High Street and the lifting of the covenant proceed. This would in effect reduce the sum to remove the covenant to £475,000 providing the sale of 65 High Street is completed.

Cllr Packham said that in light of the District Valuer's comments he had challenged North Somerset Council on the sum of £500,000 to remove the covenant. They had responded by stating:

"We are unable to recommend a figure less than the £475,000 provisionally agreed for the lifting of the Engine Land covenant for Council approval. The reason for this is that it was accepted during the negotiation process that any figure provisionally agreed would be within a range of values with the final sum agreed taking account of a number of factors, including the loss to the [North Somerset] Council, the risks associated with the development of the site, case law, the provisional rugby club agreement and this [North Somerset] Council's desire to see this part of the site developed. The provisionally agreed figure is considered fair and reasonable to both parties and is, I note, in the lower part of the District Valuer's valuation range."

**20/17 CONSIDERATION OF THE CONDITIONAL CONTRACT FOR THE SALE OF LAND ON ENGINE LANE TO BARRATT DAVID WILSON TRADING LTD**

The Chairman said that some of the paperwork distributed to councillors was confidential, but he did not have plans to close the meeting. If any issues arose which needed to be discussed in closed session these would be considered later.

He initiated the debate by referring to the report by the Council's legal representative, Tim Walker, sent out with the meeting papers.

Cllr Heappey asked whether the properties would be sold leasehold or freehold. Tim Walker said that this matter had been raised with him by the Clerk in the afternoon and he had been able to do some research. He referred to press reports about developers selling properties on a leasehold basis and then imposing rapidly escalating ground rents. He said that legislation might be forthcoming to stop this practice. He was not aware that Barratts sold properties (other than flats) on leasehold, but he could ask them to include in the contract a guarantee that properties would only be sold freehold.

Cllr Heappey asked what would happen in terms of land management if, like the land at Farleigh Fields in Backwell, there was a lengthy planning process including an appeal. Tim Walker said that the land should continue to be used for its current purposes until completion i.e. grazing on Gaulacre, and the Rugby Club maintenance on the other four acres.

Cllr Ponsonby said that she had raised this issue with the Clerk. The Council must know whether properties would be sold on a leasehold basis, as it would not want the problem of escalating ground rents to occur. She said she wanted Barratts to be asked to put this in the contract.

Tim Walker said that the 30% affordable housing component would be controlled by a Registered Provider and therefore the issue of leasehold tenure would not apply. For legal reasons it is common for flats to be sold on a leasehold, so the issue applies to open market sale of houses. If he is asked to do so he would take up the matter with Barratts.

Cllr Packham said that he supported the idea of raising this with Barratts.

Cllr Jameel referred to the Council's Housing Type and Mix Policy and the risk of Barratts getting a planning consent based on this and then subsequently reneging by submitting a new planning application which did not conform to the policy.

Tim Walker said that the planning consent granted as part of the contractual conditions must be fulfilled. This is confirmed in Appendix 4A – First Transfer, section 12.4.2. As commented earlier, this provision acts as a covenant compelling BDW Trading Ltd to build the houses in accordance with the planning consent approved by the Council as the owner of the land. If BDW Trading Ltd flouts this covenant then, as a legal last resort, the Council would have to take out an injunction to restrain them. It is possible this situation could occur but in his opinion Barratts would comply with the covenant because of commercial reality.

Cllr J. Blatchford said that he was a former Treasurer and the reference to '18 months' on page 12 item 7.1(b)ii is very imprecise and should be referred to as weeks or days. Tim Walker said that he regarded calendar months as being more self-explanatory than days or weeks. Cllr Blatchford said this wording needs to be tighter but it was up to Tim Walker if he was happy with it being "sloppy".

Cllr J. Blatchford said there should be a 'backstop' date by which the development should be completed. Tim Walker said that commercially this would be unreasonable to impose. BDW Trading Ltd will be obliged to pay the purchase price regardless of whether they build the homes. However, there is a longstop date of 42 months at which the contract becomes null and void if the conditions to complete it have not been fulfilled.

Cllr J. Blatchford referred to the impact of the Community Infrastructure Levy (CIL). Tim Walker said that it was an objective to get the planning consent before CIL becomes operative. Cllr Blatchford said that according to Treasury Guidelines money paid by Town Council for CIL would be deemed to come from the public purse. Tim Walker said that a clear distinction must be understood between land ownership issues and planning conditions.

Cllr Ponsonby said that she would not go into the detail of the contract, but having read it three times she thought that Council possibly have not had enough time to consider it, and are being forced to make a decision.

Cllr Packham said that contracts of this nature are complex and that the Council has to rely on legal advice as to whether it meets the requirements it has set out.

Cllr Jameel referred again to item 12.4.2 in the First Transfer, and asked why the covenant only applied for five years. Tim Walker explained that by the time the covenant expired all of the properties would be completed. A covenant in perpetuity restricting the developer from building the properties other than in accordance with the planning consent approved by the Town Council would therefore be redundant, but would create conveyancing problems for people who subsequently sell their homes. The clause therefore gives the Council security, without creating unnecessary problems for home-owners.

Cllr Jameel said that 5 years is not long enough. Tim Walker said that the covenant is redundant after the final house is completed, and in his view the term of the covenant was adequate to protect the Council's interests.

Cllr Petford said that ideally the properties will have limited scope to alter after they have been built.

Cllr Hunt said that contracts are usually complex and the Council was fortunate in having two councillors with expertise who have been closely involved throughout the process. As Vice-Chair of Council she had taken a close interest and had observed that Barratts have listened to requests and feedback and have responded positively.

Cllr Middleton said that he had listened to the comments and debate, was satisfied that the contract and legal advice fulfil the Council's objectives and that it is time to make a decision.

It was proposed by Cllr Middleton and seconded by Cllr Frappell

**RESOLVED** to instruct the Chairman and the Clerk to sign the contract with BDW Trading Limited for the sale of land at Engine Lane, subject to clarifying the position regarding the sale of properties. For the avoidance of doubt the Chairman and Clerk are authorised to sign if BDW Trading Limited confirm that open-market property sales will be freehold only. If this is not agreed, the matter must be brought back to Council.

The vote was 13 in favour, one against and four abstentions.

**21/17 QUESTIONS ASKED UNDER STANDING ORDER 25**  
None.

**22/17 ANY OTHER BUSINESS**  
None.

The meeting closed at 8.37pm.

Chairman's signature: \_\_\_\_\_ Date: \_\_\_\_\_

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
<b>PEOPLE &amp; ADMINISTRATION</b>						
<b>100</b>	<b>ADMINISTRATION</b>					
4000	COURSES - STAFF	771	250	-521		-521
4005	COURSES - CLLRS	255	250	-5		-5
4010	EXPENSES - STAFF	398	250	-148		-148
4015	EXPENSES - CLLRS	293	500	207		207
4020	RECRUITMENT	941	500	-441		-441
4025	SUNDRIES	2	220	219		219
4030	CHAIRMAN'S EXPENSES	349	200	-149		-149
4035	HR SUPPORT CONTRACT	1,304	1,250	-54		-54
	ADMINISTRATION :- Expenditure	<u>4,312</u>	<u>3,420</u>	<u>-892</u>	<u>0</u>	<u>-892</u>
4006	COURSE FEE REFUND	15	0	15		0
	ADMINISTRATION :- Income	<u>15</u>	<u>0</u>	<u>15</u>		
	Net Expenditure over Income	<u>4,297</u>	<u>3,420</u>	<u>-877</u>		
<b>110</b>	<b>STAFF COSTS</b>					
4080	STAFF SALARIES	57,671	75,000	17,329		17,329
4090	CARETAKERS - OTHER	0	500	500		500
4095	TAX & NATIONAL INSURANCE	19,213	22,500	3,287		3,287
4100	SUPERANNUATION	27,975	34,000	6,025		6,025
	STAFF COSTS :- Expenditure	<u>104,860</u>	<u>132,000</u>	<u>27,140</u>	<u>0</u>	<u>27,140</u>
	Net Expenditure over Income	<u>104,860</u>	<u>132,000</u>	<u>27,140</u>		
<b>120</b>	<b>OTHER PEOPLE &amp; ADMIN</b>					
1130	CONTINGENCY	6,549	2,000	-4,549		-4,549
	OTHER PEOPLE & ADMIN :- Expenditure	<u>6,549</u>	<u>2,000</u>	<u>-4,549</u>	<u>0</u>	<u>-4,549</u>
	Net Expenditure over Income	<u>6,549</u>	<u>2,000</u>	<u>-4,549</u>		
	PEOPLE & ADMINISTRATION :- Expenditure	<u>115,721</u>	<u>137,420</u>	<u>21,699</u>	<u>0</u>	<u>21,699</u>
	Income	<u>15</u>	<u>0</u>	<u>15</u>		
	Net Expenditure over Income	<u>115,706</u>	<u>137,420</u>	<u>21,714</u>		
<b>COMMUNITY ENGAGEMENT</b>						
<b>200</b>	<b>AWARDS</b>					
4180	ALLOTMENT COMPETITION	52	100	48		48



	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
4185 COMMUNITY AWARD	0	300	300		300
AWARDS :- Expenditure	52	400	348	0	348
<b>Net Expenditure over Income</b>	<b>52</b>	<b>400</b>	<b>348</b>		
<b>210 CCTV</b>					
4210 ELECTRICITY	2,007	1,000	-1,007		-1,007
4215 LINE RENTAL	13,454	16,000	2,546		2,546
4220 MAINTENANCE	0	2,700	2,700		2,700
4225 MONITORING	0	400	400		400
CCTV :- Expenditure	15,461	20,100	4,639	0	4,639
<b>Net Expenditure over Income</b>	<b>15,461</b>	<b>20,100</b>	<b>4,639</b>		
<b>220 COMMUNICATION</b>					
4260 TOWN TALK	515	2,000	1,485		1,485
4261 PUBLIC INFORMATION	12,116	0	-12,116		-12,116
4265 ELECTION EXPENSES	0	500	500		500
4270 ADVERTISING	409	1,000	592		592
COMMUNICATION :- Expenditure	13,040	3,500	-9,540	0	-9,540
<b>Net Expenditure over Income</b>	<b>13,040</b>	<b>3,500</b>	<b>-9,540</b>		
<b>230 NAILSEA PLACE</b>					
4025 SUNDRIES	0	3,000	3,000		3,000
4300 PROFESSIONAL FEES	0	10,000	10,000		10,000
4310 RESEARCH COSTS	0	2,000	2,000		2,000
NAILSEA PLACE :- Expenditure	0	15,000	15,000	0	15,000
<b>Net Expenditure over Income</b>	<b>0</b>	<b>15,000</b>	<b>15,000</b>		
<b>240 YOUTH SERVICES</b>					
4360 CONTRACT	16,152	23,000	6,848		6,848
4365 ACTIVITIES	410	1,000	590		590
4370 PURCHASES	0	1,000	1,000		1,000
YOUTH SERVICES :- Expenditure	16,562	25,000	8,438	0	8,438
1210 OTHER	886	0	886		0
YOUTH SERVICES :- Income	886	0	886		
<b>Net Expenditure over Income</b>	<b>15,676</b>	<b>25,000</b>	<b>9,324</b>		

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
<b>250</b>	<b>GRANTS</b>					
4400	1ST NAILSEA SCOUTS -	750	750	0		0
4410	2467 (NAILSEA) SQUADRON ATC	900	900	0		0
4415	2ND NAILSEA SCOUTS-MAY FAIR	0	550	550		550
4420	2ND NAILSEA SCOUTS	1,000	450	-550		-550
4435	COMM. ALCOHOL & DRUG	500	500	0		0
4440	COMMUNITY TRANSPORT	11,000	11,000	0		0
4445	CROSSROADS (CARING FOR	200	200	0		0
4450	CRUSE BEREAVEMENT	780	780	0		0
4455	FRIENDS OF STOCKWAY	275	275	0		0
4460	FRIENDS OF TRENDLEWOOD	452	2,000	1,548		1,548
4465	GOLDEN OLDIES CHARITY	482	482	0		0
4475	MENCAP - COOL SUMMER CLUB	250	250	0		0
4480	N & D PROSTATE SUPPORT	150	150	0		0
4485	NAILSEA BOWLS CLUB	500	500	0		0
4490	NAILSEA CONCERT ORCHESTRA	300	300	0		0
4495	NAILSEA DISABILITY INITIATIVE	8,000	8,000	0		0
4500	NAILSEA FESTIVAL OF MUSIC	1,000	1,000	0		0
4505	NAILSEA SHEDDERS	1,380	1,380	0		0
4510	NAILSEA SUMMER PLAYScheme	3,500	3,500	0		0
4515	NAILSEA THEATRE CLUB	750	750	0		0
4530	NAILSEA METHODIST LUNCH	750	750	0		0
4540	NAILSEA SKATEBOARDING	1,000	1,000	0		0
4545	NEAT	80	80	0		0
4555	NORTH SOMERSET C.A.	8,876	8,876	0		0
4560	PARKINSON'S UK NW SOMERSET	1,000	1,000	0		0
4565	PHOENIX FRIENDSHIP CLUB	300	300	0		0
4570	SOMERSET STORYFEST	950	950	0		0
4575	ST PETER'S HOSPICE	600	600	0		0
4580	TRANSITION TOWN NAILSEA	250	250	0		0
4590	VISION NORTH SOMERSET	349	349	0		0
4605	WELLSPRING COUNSELLING	1,500	1,500	0		0
4610	WEST OF ENG M S THERAPY	350	350	0		0
4615	WRVS NAILSEA DAYCARE	1,000	1,000	0		0
GRANTS :- Expenditure		<b>49,174</b>	<b>50,722</b>	<b>1,548</b>	<b>0</b>	<b>1,548</b>
Net Expenditure over Income		<b>49,174</b>	<b>50,722</b>	<b>1,548</b>		
<b>260</b>	<b>OTHER COMMUNITY ENG</b>					
4700	NAILSEA COMMUNITY TRUST	3,000	3,000	0		0
4705	PATRONAGE/ LOCAL SOCIETIES	500	500	0		0

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
4710 POPPY WREATH/DONATION	0	100	100		100
4715 RIDE/SWIM SCHEME	925	1,500	575		575
4720 ROYAL BRITISH LEGION	100	70	-30		-30
OTHER COMMUNITY ENG. :- Expenditure	4,525	5,170	645	0	645
<b>Net Expenditure over Income</b>	<b>4,525</b>	<b>5,170</b>	<b>645</b>		
COMMUNITY ENGAGEMENT :- Expenditure	98,815	119,892	21,077	0	21,077
Income	886	0	886		
<b>Net Expenditure over Income</b>	<b>97,928</b>	<b>119,892</b>	<b>21,964</b>		

**ENVIRONMENT & LEISURE****300 ALLOTMENT - ENGINE LANE**

4025 SUNDRIES	0	375	375		375
4780 MEMBERSHIP AND INSURANCE	28	0	-28		-28
4790 MAINTENANCE AND REPAIRS	241	250	9		9
4795 TREE AND HEDGE WORK	0	500	500		500
4800 WATER	95	200	105		105
ALLOTMENT - ENGINE LANE :- Expenditure	364	1,325	961	0	961
1305 ASSOCIATION - MEMBERSHIP	-308	0	-308		0
1310 RENT RECEIVED	704	0	704		0
ALLOTMENT - ENGINE LANE :- Income	396	0	396		
<b>Net Expenditure over Income</b>	<b>-32</b>	<b>1,325</b>	<b>1,357</b>		

**310 ALLOTMENT - WHITESFIELD ROAD**

4025 SUNDRIES	44	0	-44		-44
4780 MEMBERSHIP AND INSURANCE	104	0	-104		-104
4790 MAINTENANCE AND REPAIRS	79	400	322		322
4795 TREE AND HEDGE WORK	0	500	500		500
4800 WATER	256	275	19		19
ALLOTMENT - WHITESFIELD ROAD :- Expenditure	483	1,175	692	0	692
1305 ASSOCIATION - MEMBERSHIP	443	0	443		0
1310 RENT RECEIVED	2,498	0	2,498		0
1315 SHED RENT NAILSEA HORT	100	0	100		0
1320 NAILSEA GARDENERS ASSN	50	0	50		0
ALLOTMENT - WHITESFIELD ROAD :- Income	3,091	0	3,091		
<b>Net Expenditure over Income</b>	<b>-2,609</b>	<b>1,175</b>	<b>3,784</b>		

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
<b>330 ALLOTMENTS - OTHER</b>					
4820 BRUSHCUTTER MAINTENANCE	0	100	100		100
ALLOTMENTS - OTHER :- Expenditure	0	100	100	0	100
Net Expenditure over Income	0	100	100		
<b>340 BIODIVERSITY</b>					
4840 PROJECTS	600	2,000	1,400		1,400
4845 TREE WARDENS EXPENSES	0	100	100		100
4850 TREE & FLORAL PLANTING	0	500	500		500
BIODIVERSITY :- Expenditure	600	2,600	2,000	0	2,000
Net Expenditure over Income	600	2,600	2,000		
<b>350 CHRISTMAS</b>					
4870 CHRISTMAS LIGHTS -PURCHASE	1,650	14,000	12,350		12,350
4875 CHRISTMAS LIGHTS - INSTALL	3,635	3,500	-135		-135
4880 CHRISTMAS LIGHTS -	70	1,000	930		930
CHRISTMAS :- Expenditure	5,355	18,500	13,145	0	13,145
Net Expenditure over Income	5,355	18,500	13,145		
<b>360 COMMUNITY PAYBACK</b>					
4025 SUNDRIES	0	1,300	1,300		1,300
4890 CLEARANCE WORK	200	200	0		0
COMMUNITY PAYBACK :- Expenditure	200	1,500	1,300	0	1,300
Net Expenditure over Income	200	1,500	1,300		
<b>370 DOG BINS</b>					
4900 DOG BIN EMPTYING	4,674	6,000	1,326		1,326
DOG BINS :- Expenditure	4,674	6,000	1,326	0	1,326
Net Expenditure over Income	4,674	6,000	1,326		
<b>380 GLASSWORKS</b>					
4220 MAINTENANCE	0	1,500	1,500		1,500
4915 IMPROVEMENTS	650	0	-650		-650
GLASSWORKS :- Expenditure	650	1,500	850	0	850
Net Expenditure over Income	650	1,500	850		

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
<b>390</b>	<b>GROUNDS MAINTENANCE</b>					
4925	GARDEN OF REST	1,233	1,120	-113		-113
4930	GOLDEN VALLEY BRIDLEWAY	640	650	10		10
4935	GROVE PLAYING FIELD	3,800	0	-3,800		-3,800
4940	OTHER	0	4,970	4,970		4,970
4945	VILLAGE GREEN	448	550	102		102
4950	HANNAH MORE PARK	1,088	1,900	813		813
4955	GLASSWORKS	1,320	1,760	440		440
	<b>GROUNDS MAINTENANCE :- Expenditure</b>	<b>8,529</b>	<b>10,950</b>	<b>2,421</b>	<b>0</b>	<b>2,421</b>
	<b>Net Expenditure over Income</b>	<b>8,529</b>	<b>10,950</b>	<b>2,421</b>		
<b>410</b>	<b>NAILSEA IN BLOOM</b>					
4370	PURCHASES	5,130	3,000	-2,130		-2,130
4960	HANGING BASKETS	800	500	-300		-300
4965	PLANTING	0	500	500		500
4970	WATERING	4,310	6,000	1,690		1,690
4971	SPONSORSHIP RETURNED	600	0	-600		-600
	<b>NAILSEA IN BLOOM :- Expenditure</b>	<b>10,840</b>	<b>10,000</b>	<b>-840</b>	<b>0</b>	<b>-840</b>
1210	OTHER	600	0	600		0
1220	SPONSORSHIP	2,926	0	2,926		0
	<b>NAILSEA IN BLOOM :- Income</b>	<b>3,526</b>	<b>0</b>	<b>3,526</b>		
	<b>Net Expenditure over Income</b>	<b>7,315</b>	<b>10,000</b>	<b>2,685</b>		
<b>420</b>	<b>NAILSEA PLAYING FIELDS ASSOC</b>					
4220	MAINTENANCE	650	1,000	350		350
4990	GROUNDS MAINTENANCE	4,110	8,250	4,140		4,140
4995	GROUNDSMAN	0	1,200	1,200		1,200
5000	REPAIRS	0	500	500		500
	<b>NAILSEA PLAYING FIELDS ASSOC :- Expenditure</b>	<b>4,760</b>	<b>10,950</b>	<b>6,190</b>	<b>0</b>	<b>6,190</b>
	<b>Net Expenditure over Income</b>	<b>4,760</b>	<b>10,950</b>	<b>6,190</b>		
<b>430</b>	<b>OPEN SPACES</b>					
4220	MAINTENANCE	4,199	2,000	-2,199		-2,199
5025	NSC CONTRACT	29,900	28,000	-1,900		-1,900
	<b>OPEN SPACES :- Expenditure</b>	<b>34,099</b>	<b>30,000</b>	<b>-4,099</b>	<b>0</b>	<b>-4,099</b>
1330	GAULACRE INCOME	726	750	-24		0
	<b>OPEN SPACES :- Income</b>	<b>726</b>	<b>750</b>	<b>-24</b>		
	<b>Net Expenditure over Income</b>	<b>33,373</b>	<b>29,250</b>	<b>-4,123</b>		

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
<b>440</b>	<b>PLAY EQUIPMENT</b>					
4220	MAINTENANCE	1,123	2,000	877		877
5050	NEW EQUIPMENT	0	17,500	17,500		17,500
	PLAY EQUIPMENT :- Expenditure	<u>1,123</u>	<u>19,500</u>	<u>18,377</u>	<u>0</u>	<u>18,377</u>
	Net Expenditure over Income	<u>1,123</u>	<u>19,500</u>	<u>18,377</u>		
<b>450</b>	<b>PUBLIC RIGHTS OF WAY</b>					
4220	MAINTENANCE	0	5,000	5,000		5,000
4230	UPGRADE	0	5,000	5,000		5,000
	PUBLIC RIGHTS OF WAY :- Expenditure	<u>0</u>	<u>10,000</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>
	Net Expenditure over Income	<u>0</u>	<u>10,000</u>	<u>10,000</u>		
<b>460</b>	<b>SKATEPARK</b>					
4230	UPGRADE	41,959	0	-41,959		-41,959
	SKATEPARK :- Expenditure	<u>41,959</u>	<u>0</u>	<u>-41,959</u>	<u>0</u>	<u>-41,959</u>
1361	SKATEPARK DONATIONS	15,654	0	15,654		0
	SKATEPARK :- Income	<u>15,654</u>	<u>0</u>	<u>15,654</u>		
	Net Expenditure over Income	<u>26,305</u>	<u>0</u>	<u>-26,305</u>		
<b>470</b>	<b>STAFF COSTS</b>					
5070	TOWN ORDERLY EXPENDITURE	30	0	-30		-30
	STAFF COSTS :- Expenditure	<u>30</u>	<u>0</u>	<u>-30</u>	<u>0</u>	<u>-30</u>
	Net Expenditure over Income	<u>30</u>	<u>0</u>	<u>-30</u>		
<b>480</b>	<b>SUBSCRIPTIONS</b>					
5080	AVON WILDLIFE TRUST SUBS	0	48	48		48
5085	CPRE	0	36	36		36
5090	WOODLAND TRUST	0	42	42		42
	SUBSCRIPTIONS :- Expenditure	<u>0</u>	<u>126</u>	<u>126</u>	<u>0</u>	<u>126</u>
	Net Expenditure over Income	<u>0</u>	<u>126</u>	<u>126</u>		
<b>490</b>	<b>TOWN ORDERLY</b>					
4025	SUNDRIES	24	0	-24		-24
5110	EQUIPMENT	1,235	1,000	-235		-235
5115	TOWN ORDERLY WAGES	13,191	14,000	809		809

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
5120	WORKWEAR	110	500	390		390
	TOWN ORDERLY :- Expenditure	14,560	15,500	940	0	940
	Net Expenditure over Income	14,560	15,500	940		
500	TREES AND WOODLANDS					
5140	TREE MAINTENANCE	175	1,400	1,225		1,225
5145	TREE WARDENS EXPENSES	0	100	100		100
5150	SPILSBURY WOOD	450	0	-450		-450
	TREES AND WOODLANDS :- Expenditure	625	1,500	875	0	875
	Net Expenditure over Income	625	1,500	875		
510	OTHER ENVIRONMENT					
5160	PEST CONTROL	0	300	300		300
	OTHER ENVIRONMENT :- Expenditure	0	300	300	0	300
	Net Expenditure over Income	0	300	300		
	ENVIRONMENT & LEISURE :- Expenditure	128,851	141,526	12,675	0	12,675
	Income	23,392	750	22,642		
	Net Expenditure over Income	105,459	140,776	35,317		
<b>PLANNING</b>						
600	BUS SHELTERS					
5000	REPAIRS	0	800	800		800
5180	CLEANING	993	200	-793		-793
	BUS SHELTERS :- Expenditure	993	1,000	7	0	7
	Net Expenditure over Income	993	1,000	7		
610	CAR PARKS					
4220	MAINTENANCE	0	5,500	5,500		5,500
	CAR PARKS :- Expenditure	0	5,500	5,500	0	5,500
	Net Expenditure over Income	0	5,500	5,500		
620	MARKETS					
5210	CANOPY CONTRACTOR	5,370	2,500	-2,870		-2,870
5215	COMMUNITY MARKET	0	100	100		100



		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
5220	CRAFT MARKET	0	100	100		100
5225	FARMERS MARKET	661	1,900	1,239		1,239
5230	MARKETS ORGANISER	6,869	7,000	131		131
	MARKETS :- Expenditure	12,900	11,600	-1,300	0	-1,300
1400	BAGS	42	150	-109		0
1401	FARMERS MARKET INCOME	6,115	0	6,115		0
1402	COMMUNITY MARKET INCOME	222	0	222		0
1410	CANOPY HIRE (OTHER	180	10,000	-9,820		0
1420	RAFFLE COLLECTION	0	100	-100		0
	MARKETS :- Income	6,558	10,250	-3,692		
	Net Expenditure over Income	6,341	1,350	-4,991		
<b>630</b>	<b>PLANNING SERVICES</b>					
4300	PROFESSIONAL FEES	5,328	10,000	4,672		4,672
	PLANNING SERVICES :- Expenditure	5,328	10,000	4,672	0	4,672
	Net Expenditure over Income	5,328	10,000	4,672		
<b>640</b>	<b>STREET LIGHTING</b>					
4210	ELECTRICITY	1,040	1,500	460		460
4220	MAINTENANCE	1,100	200	-900		-900
	STREET LIGHTING :- Expenditure	2,140	1,700	-440	0	-440
	Net Expenditure over Income	2,140	1,700	-440		
<b>650</b>	<b>TOWN CENTRE IMPROVEMENTS</b>					
5220	MAINTENANCE	605	500	-105		-105
5280	NOTICE BOARD ELECTRICITY	125	500	375		375
5285	SIGNAGE	0	2,000	2,000		2,000
5290	STREET FURNITURE	2,454	2,000	-454		-454
	TOWN CENTRE IMPROVEMENTS :- Expenditure	3,184	5,000	1,816	0	1,816
5300	BETTER NAILSEA	504	0	504		0
	TOWN CENTRE IMPROVEMENTS :- Income	504	0	504		
	Net Expenditure over Income	2,680	5,000	2,320		
	PLANNING :- Expenditure	24,545	34,800	10,255	0	10,255
	Income	7,062	10,250	-3,188		
	Net Expenditure over Income	17,483	24,550	7,067		

**FINANCE & POLICY**



		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
<b>700</b>	<b>ADMINISTRATION</b>					
5305	POSTAGE	467	1,300	833		833
5310	STATIONERY	623	1,200	577		577
5315	TELEPHONE	1,061	1,200	139		139
	ADMINISTRATION :- Expenditure	<b>2,151</b>	<b>3,700</b>	<b>1,549</b>	<b>0</b>	<b>1,549</b>
1076	PRECEPT	457,606	457,606	0		0
1077	RATE SUPPORT GRANT	21,588	0	21,588		0
1085	SUNDRY INCOME	21	0	21		0
1090	INTEREST RECEIVED	1,176	750	426		0
1095	PHOTOCOPYING INCOME	49	0	49		0
5300	BETTER NAILSEA	787	1,450	-663		0
	ADMINISTRATION :- Income	<b>481,226</b>	<b>459,806</b>	<b>21,420</b>		
	<b>Net Expenditure over Income</b>	<b>-479,076</b>	<b>-456,106</b>	<b>22,970</b>		
<b>710</b>	<b>INFRASTRUCTURE</b>					
5380	HEALTH & SAFETY	1,293	1,000	-293		-293
5385	EMAIL ADDRESS LICENCE	0	150	150		150
5390	MS365 LICENCE	655	500	-155		-155
5400	RBS/OMEGA SOFTWARE	350	1,000	650		650
5405	WEBSITE - HOSTING	336	150	-186		-186
5410	WEBSITE - MAINTENANCE	98	250	152		152
5415	WEBSITE - UPGRADES	20	1,600	1,580		1,580
5420	IT PURCHASES	2,384	0	-2,384		-2,384
	INFRASTRUCTURE :- Expenditure	<b>5,137</b>	<b>4,650</b>	<b>-487</b>	<b>0</b>	<b>-487</b>
5430	INFRASTRUCTURE CREDIT	231	0	231		0
	INFRASTRUCTURE :- Income	<b>231</b>	<b>0</b>	<b>231</b>		
	<b>Net Expenditure over Income</b>	<b>4,906</b>	<b>4,650</b>	<b>-256</b>		
<b>720</b>	<b>LEGAL AND FINANCIAL</b>					
5440	AUDIT FEE: INTERNAL	300	900	600		600
5445	AUDIT FEE: EXTERNAL	1,300	1,600	300		300
5450	BANK CHARGES	449	600	151		151
5455	INSURANCE	4,508	5,500	992		992
5460	LEGAL COSTS	2,077	2,000	-77		-77
	LEGAL AND FINANCIAL :- Expenditure	<b>8,634</b>	<b>10,600</b>	<b>1,966</b>	<b>0</b>	<b>1,966</b>
	<b>Net Expenditure over Income</b>	<b>8,634</b>	<b>10,600</b>	<b>1,966</b>		

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
<b>730</b>	<b>MEMBERSHIPS AND LICENCES</b>					
5085	CPRE	36	0	-36		-36
5500	ALCA	1,465	1,000	-465		-465
5505	AVON WILDLIFE TRUST	48	0	-48		-48
5510	DATA PROTECTION	35	250	215		215
5515	FOREST OF AVON	100	0	-100		-100
5520	NALC	50	500	450		450
5530	SLCC	284	150	-134		-134
5535	SW COUNCILS	362	370	8		8
5540	WOODLAND TRUST	42	0	-42		-42
	<b>MEMBERSHIPS AND LICENCES :- Expenditure</b>	<b>2,422</b>	<b>2,270</b>	<b>-152</b>	<b>0</b>	<b>-152</b>
	<b>Net Expenditure over Income</b>	<b>2,422</b>	<b>2,270</b>	<b>-152</b>		
<b>740</b>	<b>PUBLIC WORKS LOANS BOARD</b>					
5600	PWLB - GAULACRE CAPITAL	2,758	7,415	4,657		4,657
5605	PWLB - GAULACRE INTEREST	4,657	0	-4,657		-4,657
5610	PWLB - GLASSWORKS CAPITAL	1,641	6,574	4,933		4,933
5615	PWLB - GLASSWORKS INTEREST	6,974	0	-6,974		-6,974
5620	PWLB - TITHE BARN CAPITAL	1,650	7,359	5,709		5,709
5625	PWLB - TITHE BARN INTEREST	6,965	0	-6,965		-6,965
	<b>PUBLIC WORKS LOANS BOARD :- Expenditure</b>	<b>24,645</b>	<b>21,348</b>	<b>-3,297</b>	<b>0</b>	<b>-3,297</b>
	<b>Net Expenditure over Income</b>	<b>24,645</b>	<b>21,348</b>	<b>-3,297</b>		
<b>750</b>	<b>TITHE BARN</b>					
4025	SUNDRIES	405	2,000	1,595		1,595
4085	CARETAKERS - TITHE BARN	10,445	12,500	2,055		2,055
4210	ELECTRICITY	2,081	3,000	919		919
4220	MAINTENANCE	50	0	-50		-50
4800	WATER	706	3,000	2,294		2,294
5000	REPAIRS	466	3,000	2,534		2,534
5020	NTB HIRE REFUND	330	0	-330		-330
5021	REFUND OF DAMAGE WAIVER	250	0	-250		-250
5680	EVENTS COORDINATOR	9,227	10,000	773		773
5690	CLEANING - CONTRACT	3,277	7,000	3,723		3,723
5695	CLEANING - SUPPLIES	665	500	-165		-165
5700	DOOR SAFE STAFF	1,027	1,200	173		173
5705	FIRE AND SECURITY	734	1,500	766		766
5710	GAS	1,343	3,000	1,657		1,657
5715	LAUNDRY	208	300	92		92

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
5720	MAINTENANCE - AD HOC	917	1,500	583		583
5725	MAINTENANCE COSTS -	465	2,500	2,035		2,035
5730	PREMISES LICENCE	0	1,000	1,000		1,000
5735	PPL LICENCE	0	1	1		1
5740	PRS LICENCE	679	1	-678		-678
5745	REFUSE DISPOSAL	289	500	211		211
	<b>TITHE BARN :- Expenditure</b>	<b>33,563</b>	<b>52,502</b>	<b>18,939</b>	<b>0</b>	<b>18,939</b>
1500	DAMAGE WAIVER	250	1	249		0
1510	OTHER HIRERS	3,049	1	3,048		0
1520	REGULAR HIRERS	18,798	1	18,797		0
1530	TITHE BARN TRUST	0	1	-1		0
1540	WEDDING HIRE	49,350	1	49,349		0
1545	BAR PAYMENTS	700	0	700		0
	<b>TITHE BARN :- Income</b>	<b>72,147</b>	<b>5</b>	<b>72,142</b>		
	<b>Net Expenditure over Income</b>	<b>-38,585</b>	<b>52,497</b>	<b>91,082</b>		
	<b>FINANCE &amp; POLICY :- Expenditure</b>	<b>76,551</b>	<b>95,070</b>	<b>18,519</b>	<b>0</b>	<b>18,519</b>
	<b>Income</b>	<b>553,604</b>	<b>459,811</b>	<b>93,793</b>		
	<b>Net Expenditure over Income</b>	<b>-477,053</b>	<b>-384,741</b>	<b>112,312</b>		

**SPECIFIED RESERVES**

<b>900</b>	<b>MAJOR SPECIFIED ITEMS</b>					
9000	CANOPY REPLACEMENT FUND	0	2,500	2,500		2,500
9005	CAR PARKS	0	50,000	50,000		50,000
9010	CCTV REPLACEMENT	0	5,000	5,000		5,000
9015	GLASSWORKS INFILLING	16,879	12,447	-4,432		-4,432
9020	HIDDEN HISTORY	0	10,000	10,000		10,000
9025	PLAY EQUIPMENT	0	30,500	30,500		30,500
9030	SKATEPARK PROJECT	630	0	-630		-630
9035	TITHE BARN CAPITAL FUND	0	14,825	14,825		14,825
	<b>MAJOR SPECIFIED ITEMS :- Expenditure</b>	<b>17,509</b>	<b>125,272</b>	<b>107,763</b>	<b>0</b>	<b>107,763</b>
	<b>Net Expenditure over Income</b>	<b>17,509</b>	<b>125,272</b>	<b>107,763</b>		
<b>910</b>	<b>MAJOR CONTINGENCY ITEMS</b>					
9100	CAPITAL SPENDING PROJECTS	0	160,000	160,000		160,000
9110	LEISURE FACILITIES	0	10,000	10,000		10,000
9115	MIDDLE ENGINE PIT	0	30,000	30,000		30,000
9120	PRECEPT BALANCING RESERVE	0	82,467	82,467		82,467

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available
9125	CROSSING: QUEENS ROAD	0	10,000	10,000		10,000
9135	PREMISES PURCHASE	0	100,000	100,000		100,000
9140	YOUTH HOUSE	1,748	50,000	48,252		48,252
9145	STREET FURNITURE AND	0	10,000	10,000		10,000
MAJOR CONTINGENCY ITEMS :- Expenditure		<u>1,748</u>	<u>452,467</u>	<u>450,719</u>	<u>0</u>	<u>450,719</u>
Net Expenditure over Income		<u>1,748</u>	<u>452,467</u>	<u>450,719</u>		
<b>920</b>	<b>MINOR ITEMS</b>					
9200	BACKWELL LAKE - PATH	0	2,017	2,017		2,017
9210	NAILSEA AGAINST PYLONS	4,000	0	-4,000		-4,000
9215	TREE WARDENS	0	185	185		185
9220	WINTER MEASURES	0	2,000	2,000		2,000
9225	YOUTH HOUSE	0	4,650	4,650		4,650
MINOR ITEMS :- Expenditure		<u>4,000</u>	<u>8,852</u>	<u>4,852</u>	<u>0</u>	<u>4,852</u>
9230	TOUGH AS NAILSEA INCOME	2,800	0	2,800		0
MINOR ITEMS :- Income		<u>2,800</u>	<u>0</u>	<u>2,800</u>		
Net Expenditure over Income		<u>1,200</u>	<u>8,852</u>	<u>7,652</u>		
<b>930</b>	<b>RESTRICTED FUNDS</b>					
9300	RECEIPTS IN ADVANCE 17/18	0	750	750		750
9310	YOUNG PERSONS GRANT	0	8,355	8,355		8,355
RESTRICTED FUNDS :- Expenditure		<u>0</u>	<u>9,105</u>	<u>9,105</u>	<u>0</u>	<u>9,105</u>
Net Expenditure over Income		<u>0</u>	<u>9,105</u>	<u>9,105</u>		
SPECIFIED RESERVES :- Expenditure		<u>23,256</u>	<u>595,696</u>	<u>572,440</u>	<u>0</u>	<u>572,440</u>
Income		<u>2,800</u>	<u>0</u>	<u>2,800</u>		
Net Expenditure over Income		<u>20,456</u>	<u>595,696</u>	<u>575,240</u>		

# **CASH AND RESERVES SUMMARY**

## **CURRENT CASH**

investment account to end December 2016 160,074.49

current account 23,759.53

deposit account 609,343.07

**Total 793,177.09**

## **RECEIPTS IN ADVANCE**

Tithe Barn receipts in advance 2017-18 1,175.00

Tithe Barn receipts in advance 2018-19 0.00

**1,175.00**

## **REMAINING BUDGETED EXPENDITURE FOR THE YEAR**

Remaining Budget Expenditure 56,363.00

Specified Reserves 575,238.69

**Total 631,601.69**

## **PREDICTED CASH BALANCE AT 31.03.17**

Projected cash at year end 161,575.40 i.e. Current Cash - Remaining Budget Expenditure to Year End

Predicted income to 31.03.17 5,000.00

VAT to be reclaimed 7,614.25

Damage Waiver Fees 0.00 Assumption that these will be returned to hirer

**Total 174,189.65**

## **GENERAL RESERVE**

General Reserve as proportion of annual spend

**4.0 MONTH/S**

**174,189.65**

# NAILSEA TOWN COUNCIL STATEMENT OF INCOME AND EXPENDITURE 2016-17

FINANCIAL SUMMARY						
% OF TOTAL		Revenue Budget	Spend to date	Income to date	Balance avail from budget	Comment
<b>TOTAL BUDGET</b>						
28.7%	PEOPLE AND ADMINISTRATION	149,920.00	137,420.00	15.00	12,500.00	
23.0%	COMMUNITY ENGAGEMENT (INC GRANTS)	119,892.00	97,928.00	886.00	21,964.00	
27.0%	ENVIRONMENT & LEISURE	140,776.00	128,851.00	23,392.00	11,925.00	
5.2%	PLANNING	27,050.00	24,545.00	7,062.00	2,505.00	
16.1%	FINANCE & POLICY	84,020.00	76,551.00	553,604.00	7,469.00	
	<b>TOTAL EXPENDITURE</b>	<b>521,658.00</b>	<b>465,295.00</b>	<b>584,959.00</b>	<b>56,363.00</b>	
	OPERATIONAL INCOME	75,000.00		105,765.00	-30,765.00	
	PRECEPT	457,606.00		457,606.00	0.00	
	NORTH SOMERSET RATE GRANT	21,588.00		21,588.00	0.00	
	<b>TOTAL INCOME</b>	<b>554,194.00</b>		<b>584,959.00</b>	<b>-30,765.00</b>	
	<b>BUDGET SURPLUS</b>	<b>32,536.00</b>				

# NAILSEA TOWN COUNCIL STATEMENT OF INCOME AND EXPENDITURE 2016-17

MAJOR SPECIFIED ITEMS		2016-17	2017-18	2018-19	2019-20	
9000	CANOPY REPLACEMENT FUND	2,500.00	0.00	0.00	0.00	
9005	CAR PARKS	50,000.00	0.00	0.00	0.00	
9010	CCTV REPLACEMENT	5,000.00	0.00	0.00	0.00	
9015	GLASSWORKS INFILLING	-4,432.00	0.00	0.00	0.00	
9020	HIDDEN HISTORY	10,000.00	0.00	0.00	0.00	
9025	PLAY EQUIPMENT	30,500.00	48,000.00	65,500.00	83,000.00	
9030	SKATEPARK PROJECT	-630.00	10,000.00	20,000.00	30,000.00	
9035	TITHE BARN CAPITAL FUND	14,824.60	19,824.60	24,824.60	29,824.60	
MAJOR CONTINGENCY ITEMS						
9100	CAPITAL SPENDING PROJECTS	160,000.00				Balancing figure keeping General Reserves at 4 months.
	GROVE SPORTS & SC BUILDING	0.00	0.00			Assume major spend required: loan or capital receipt.
9110	LEISURE FACILITIES CONSULTANCY	10,000.00	0.00			Develop Leisure Strategy?
9115	MIDDLE ENGINE PIT	30,000.00	0.00			Including £10k granted in 2015-16
9120	COUNCIL TAX REBASING RESERVE	82,466.85				NSC council tax rebasing: rec'd for 2013-14 & 2014-15.
9125	PEDESTRIAN CROSSING: QUEENS ROAD	10,000.00	0.00			
	PEDESTRIAN CROSSING: CLEVEDON ROAD	0.00	0.00			
9135	PREMISES PURCHASE	100,000.00	0.00			Nailsea Place
9140	YOUTH HOUSE PURCHASE/LEASE	48,252.00	0.00			
9145	STREET FURNITURE AND SIGNAGE	10,000.00	0.00			
MINOR ITEMS						
9200	BACKWELL LAKE - PATH	2,017.00				
	FRIENDS OF TRENDLEWOOD PARK	0.00				
9210	NAILSEA AGAINST PYLONS	-4,000.00				
9215	TREE WARDENS	185.00				c/f from 2013-14
9220	WINTER MEASURES	2,000.00				
9225	YOUTH HOUSE	4,650.00				NSC Enabling Fund grant 2012-13
RESTRICTED FUNDS						
	TOUGH AS NAILSEA	2,800.00				
9300	RECEIPTS IN ADVANCE 17/18	750.00				
	RECEIPTS IN ADVANCE 18/19	0.00				
9310	YOUNG PERSONS GRANT	8,355.24				Funds held on behalf of Youth House £8355.24 c/f April 2014
	RESERVES	575,238.69	77,824.60	110,324.60	142,824.60	

At : 14:53

## CURRENT BANK ACCOUNT

## List of Payments made between 18/01/2017 and 31/01/2017

<u>Date Paid</u>	<u>Payee Name</u>	<u>Cheque Ref</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
18/01/2017	GOULD AUTOPLATES & SIGNS	BP383	31.20		SIGNS FOR NIB PLANTERS
18/01/2017	LANDSCAPE SERVICES	166.40	166.40		GROUNDS MAINT GOR AND VG
18/01/2017	SELECT ELECTRICS LTD	1800.00	1,800.00		PUT UP/TAKE DOWN XMAS LIGHTS
18/01/2017	IAN MORRELL	BP385	12.99		PHOTOCOPYING PAPER
20/01/2017	NTC STAFF	BP386	7,924.21		SALARIES FOR JANUARY
20/01/2017	ROYAL BRITISH LEGION	100900	100.00		POPPY WREATH
21/01/2017	HSBC	DR	28.28		BANK CHARGES
23/01/2017	SOUTHERN ELECTRIC	DD	256.15		ELECTRICITY FOR NTB
23/01/2017	NPOWER	DD	741.93		GAS FOR NTB
25/01/2017	D A C PACKHAM	BP387	24.30		EXPENSES
28/01/2017	TESCO MOBILE	VISA	10.00		TOP-UP MOBILE PHONE EVENTS
31/01/2017	VIRIDOR WASTE MANAGEMENT	DD	33.00		EMPTYING OF EUROBIN NTB
31/01/2017	BESLEY FRUITS	SO	65.00		CANOPY STORAGE

<b>Total Payments</b>	<b>11,193.46</b>
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DRAFT



Nailsea Town Council



**Your Nailsea  
Your Say**

## **Public consultation REPORT, JANUARY 2017**

Avril Baker Consultancy

0117 977 2012

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## Acknowledgements

We would like to thank all the people who were involved in the development of this consultation programme, particularly those individuals whose knowledge and understanding of Nailsea has helped to inform the survey.

Many thanks also to the local schools and organisations who helped to publicise the consultation and to those who took the time to facilitate and participate in this consultation.

- Elected Representatives of Nailsea Town Council
- Clerk of Nailsea Town Council
- Nailsea Town Library
- Residents and businesses in Nailsea

## Executive Summary

Those living and working in Nailsea were asked to participate in an anonymous survey to help inform decisions which Nailsea Town Council needs to make with regards to future planning and implementation of its Strategic Review and Action Plan 2016-2020.

The Town Council was keen to understand how individuals, at all stages in their lives, feel about living, working and enjoying recreational pursuits in Nailsea. In order to evaluate the need for future facilities and services in the town, it was important to establish how individuals respond to current provision. The survey also sought individual's views on Housing and Green Belt and future spending priorities.

A total of 1,044 individuals responded to the invitation to participate in the 'YOUR NAILSEA, YOUR SAY' consultation 2016. Based on the 2011 census, there are 6,778 households in Nailsea, and based on postcodes provided by respondents this equates to a response rate of 15% (at the higher end of the expected average response rate to this sort of survey).

Key topics covered in the consultation

- Travel
- Shopping
- Housing and Green Belt
- Spending Priorities
- Health and Wellbeing
- Community and Leisure Facilities

The results of the survey have now been collated and analysed and Nailsea Town Council will use the results of the survey as a basis on which to review the 5 Year Strategic Review and Action Plan.

## The Consultation Process

Avril Baker Consultancy (ABC) was appointed to run a public consultation programme on behalf of, and in conjunction with, Nailsea Town Council.

The consultation programme and survey was designed in collaboration with Nailsea Town Councillors and the Clerk to the Council who had formed a working party which met regularly to discuss the requirements of the consultation, priorities and key objectives.

In partnership with the working party, ABC drew up a consultation programme and a preliminary draft of the survey. This was further developed and went through a number of iterations before a final survey form was agreed.

The consultation was publicised via the local media, posters and flyers in public venues including the library. Key local organisations, schools, groups and businesses were also encouraged to publicise the consultation through their own channels.



The formal consultation period was launched on 1<sup>st</sup> November 2016 and ended on 30<sup>th</sup> November 2016. During this period residents and businesses were invited to provide feedback online, via a requested hard copy of the survey or with assistance at Nailsea Library.

The final survey form invited comment on individual's general views on life in Nailsea, such as travel and shopping habits, use of council facilities as well as specific comment on topics relating to health and wellbeing, future housing provision and spending priorities for the Council. The complete survey questionnaire is included later in this document for reference.

The survey was split into distinct areas, using clear and unambiguous language for each topic. On issues where more detailed consideration was required, introductory text was included prior to the questions explaining in more details some of the topics under discussion. This was particularly important with topics such as 'Housing and Green Belt' where it was important to explain current policy background.

#### ABOUT YOU

- postcode
- demographics

#### GENERAL ACTIVITY

- travel to work/school/higher education
- shopping habits
- volunteering
- Nailsea – 'hotspots' and 'grotspots'!

#### HOUSING AND GREEN BELT

- potential suitable sites for housing
- use of Green Belt land
- housing types

#### SPENDING PRIORITIES

- potential for Town Council to take on services
- use of capital investment

#### COMMUNITY AND LEISURE FACILITIES

- participation in activities and facilities used
- use of Nailsea Library
- use of Nailsea and Backwell Children's Centre
- potential refurbishment of Scotch Horn Centre

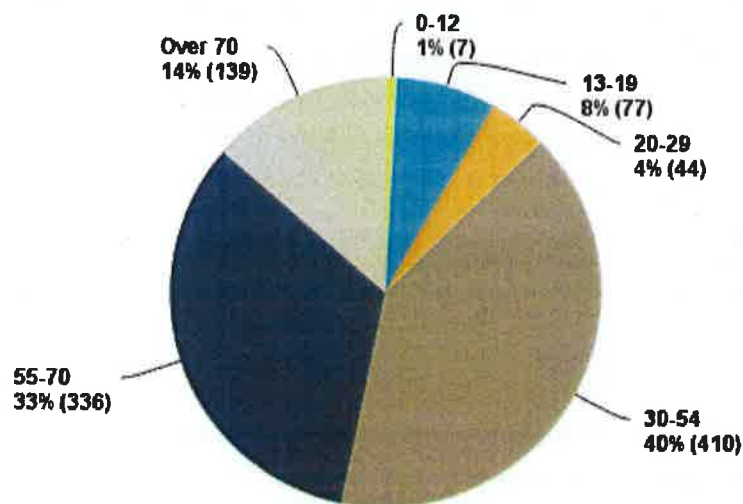
In order to gain a broad perspective on individuals' views, the survey comprised several tick box options as well as a number of open text boxes, and it was left to respondents to choose which questions they wished to respond to. No questions were mandatory, although individuals were requested to provide some personal information in order that needs of specific groups could be better identified. No data was requested which might directly identify individual respondents e.g. name, organisation or full postal address.

A total of 1044 survey responses was received. The results reported can only be considered the opinions of the survey participants, they cannot be generalised to represent the entire town population as a whole.

The quantitative analysis from the survey has been included in the report in graphical format and with tables showing supporting ranking data as appropriate. A thematic analysis of open-ended data from the completed surveys has been extracted and recorded as a summary by theme/topic against each question where additional comments were invited. In order to encourage focused and coherent feedback across the wide variety of individuals participating in the consultation, respondents were encouraged to keep their responses brief and to the point.

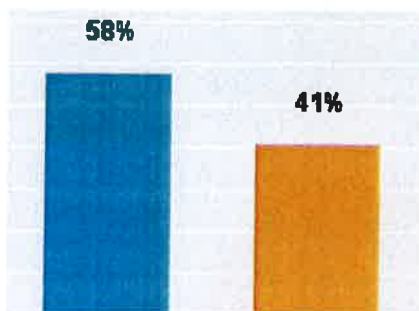
## Demographics

### Age



Survey responses were received from a broad cross section of the age ranges within the local community. There was a good response from school age children, helped in some part by the schools publicising the events and teachers encouraging pupils to participate as part of a geography project at the time. Local church groups, the Rugby Club and other local organisations were also keen to encourage members to participate.

### Gender



58% female / 41% male. 1% ticked the box indicating they preferred not to answer.

### Demographics snapshot

- ☒ 74% consider themselves to be 'local residents'
- ☒ 61% have no carer responsibilities
- ☒ 29% have dependent children/7% have dependent adults
- ☒ 92% consider they do not have a disability

### How were individuals made aware of the consultation...



In addition to a four page centre page spread in the 'Nailsea Paper', which was distributed to every household in late October, flyers were placed in a number of local venues including Nailsea library. Flyers were also distributed at the weekly markets in Nailsea and handed out by Councillors in the town centre.

This initial awareness raising was supplemented by clubs and organisations encouraging participation and throughout the consultation period to a large degree by online media –

Facebook and Twitter as well as individuals visiting Nailsea Town website and other websites run by local groups and organisations.



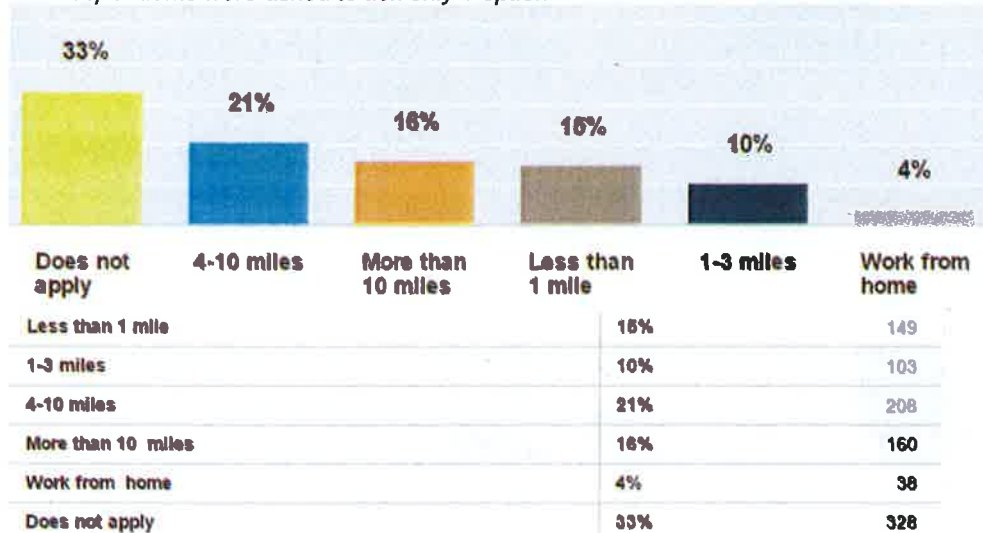


## Survey Analysis

### GENERAL ACTIVITY

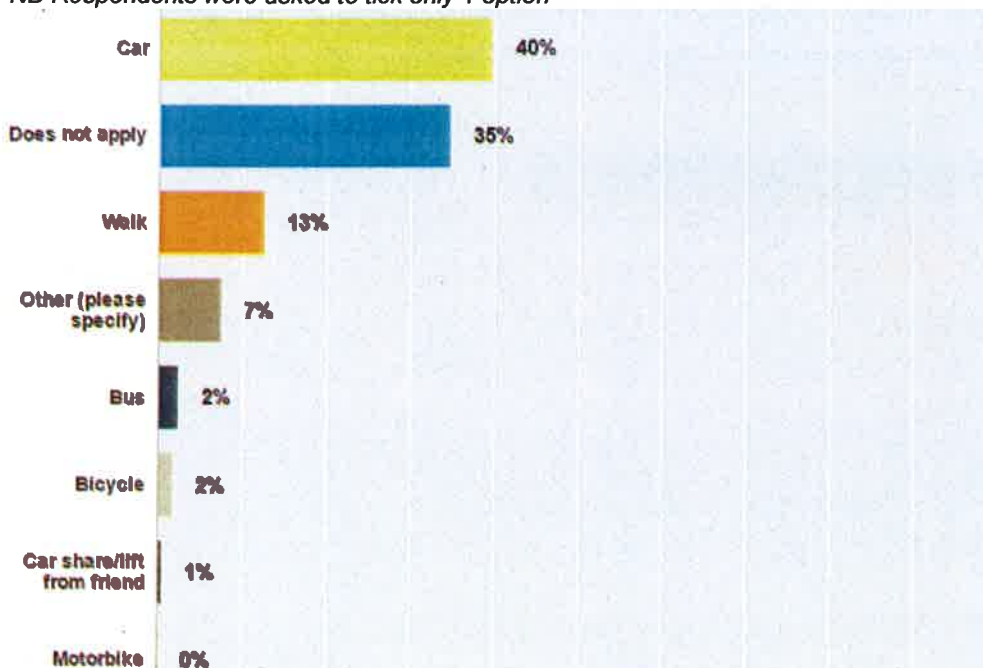
#### Q7. How far do you regularly travel to work/school/higher education?

NB Respondents were asked to tick only 1 option



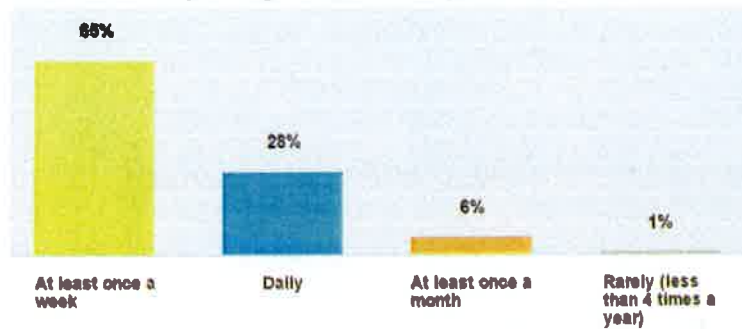
#### Q8. How do you usually travel to work/school/higher education?

NB Respondents were asked to tick only 1 option

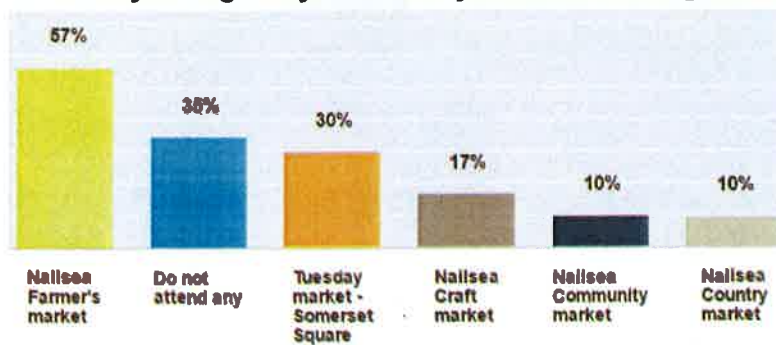


In 'other responses' 13 individuals mentioned that they used the Park and Ride facility.

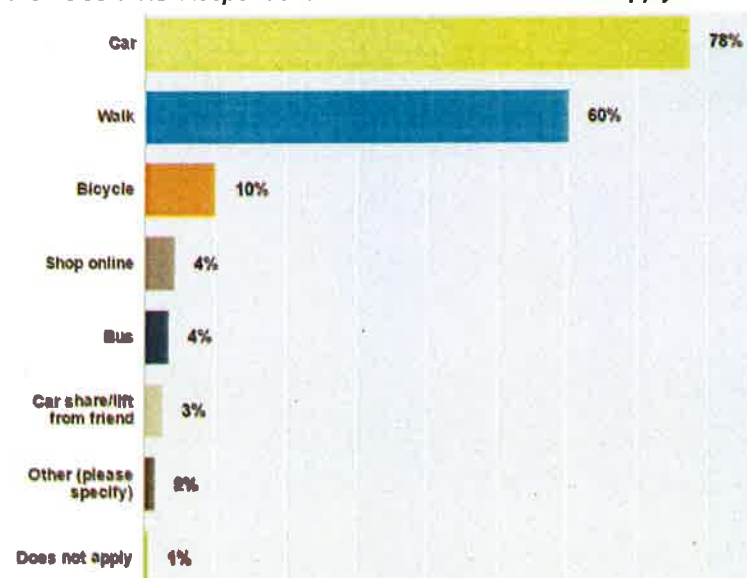
**Q9. How frequently do you shop in Nailsea?**



**Q10. Do you regularly attend any of the following monthly markets?**



**Q11. What mode(s) of transport do you usually use when you go shopping in Nailsea? NB Respondents were asked to tick all that apply**



No-one mentioned use of community bus, motorbike or taxi. In 'other responses' 9 individuals mentioned that they used a wheelchair/mobility scooter or motorbility.

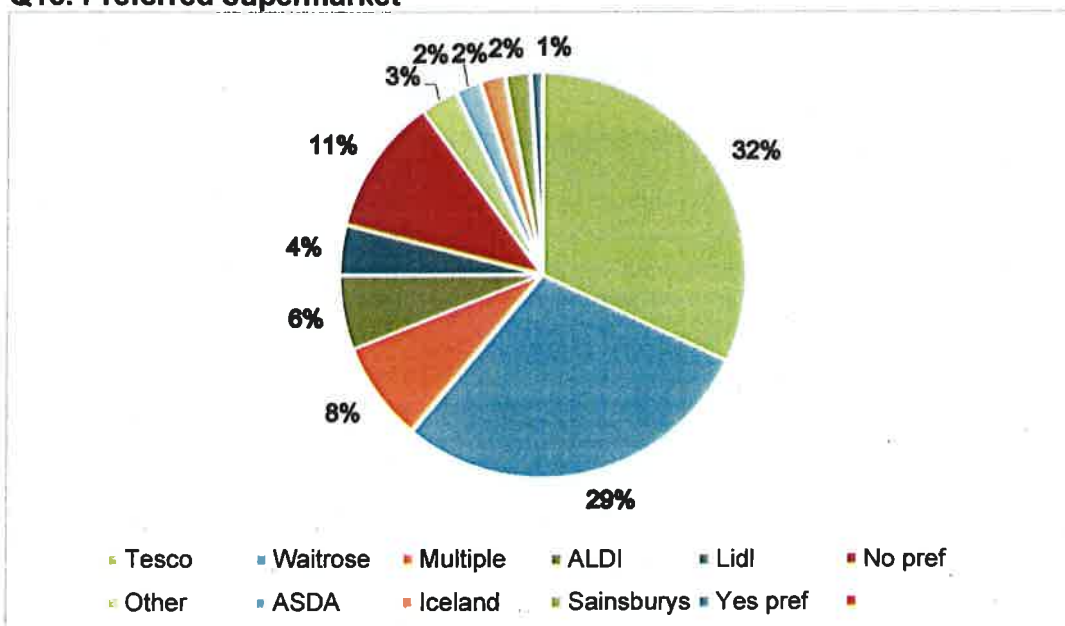
### Q12. How far do you usually travel to do your "everyday" shopping?

NB Respondents were asked to tick one option only



Of those who indicated they shopped elsewhere (23), just under 50% stated that they shopped in Clevedon.

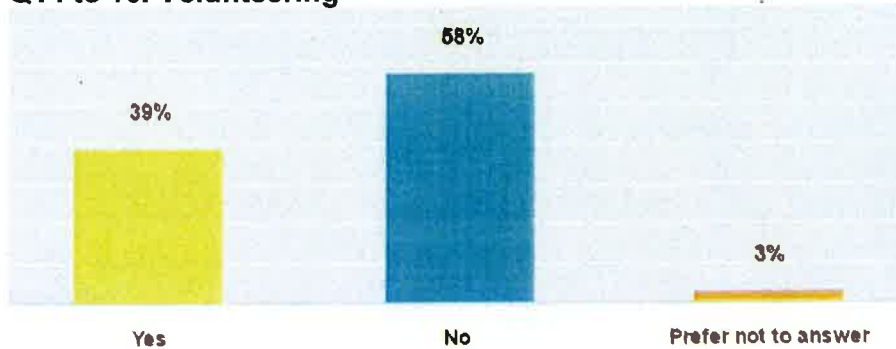
### Q13. Preferred supermarket



61% of individuals stated that their supermarket of choice is Tesco or Waitrose, with 8% opting to shop at more than one supermarket. 11% responded that they do not have a preferred choice and 3% shop at local markets, Co-op, Budgens etc.

Answer Options	Response Percent	Response Count
Tesco	32%	291
Waitrose	29%	259
Multiple	8%	73
ALDI	6%	53
Lidl	4%	36

#### Q14 to 16. Volunteering



370 (39%) of respondents currently volunteer and a further 266 individuals indicated that they would consider volunteering in the future.

The majority of volunteer work was for organisations within the local community; church groups, local scouts/guides, sports and other clubs and the school.

A number of individuals also partake in activities to benefit the local environment eg Nailsea in Bloom, Friends of Trendlewood Park, Better Nailsea.

#### NAILSEA – 'hotspots'!



**Q17.** 835 people had something positive to say about Nailsea – the town, its environs and the community. From comments received it is clear that those living and working in the town feel that they enjoy a good quality of life and there is a positive sense of community.

Nailsea is seen as a quiet and pleasant environment in which to live, with plenty of greenery, and mature trees. Floral displays, statues (Glassblower Aidge Cutler), and the Millennium Clock also create interest points within the town.

People consider Nailsea to be well located, both with proximity to a major urban area, with additional opportunities for shopping and leisure, as well as good access to the surrounding countryside and west coast. Nailsea has good transport links, being conveniently situated near to the airport, station, and motorway, and a reasonable bus service to other towns and into Bristol. It is also close to regional attractions - Noah's Ark and Tynesfield.

Facilities in the town that are appreciated include the library, good health facilities – and the fact that it is a largely traffic free centre. Nailsea a wide-ranging variety of shops, good regular markets, and pleasant cafes, pubs and restaurants. The garden of rest,

choice of churches, and good schools were also mentioned. The town is generally well maintained with most everyday things available without having to travel elsewhere.

Nailsea is seen as being easily accessible with a network of footpaths across the town and many facilities situated within a short distance of each other and well maintained and free car parks. It is a pleasant place to walk and cycle around. A number of people mentioned that it feels peaceful and safe with low levels of crime.

Nailsea is perceived as a cohesive and active community with plenty of local organisations and sport clubs for people to join. There is a friendly shopping community, and there are also good community open green spaces - Millennium Park, Grove playing fields and Hannah More park. People also mentioned Scotch Horn, Tithe Barn, Mizzymeade club, Morgans Hill, Youngwood Lane, the improved Glasswork site and the new facility at the Skateboard Park.

*"It's small enough to see people you know but large enough to have reasonable facilities."*

*"I have grown up here, it is my home and I would like to stay here and make it the best place it can be."*

*"Community spirit"*

### **NAILSEA – 'grotspots'!**



**Q18.** 796 people gave details of things they disliked, areas which could be improved or issues of concern. These mainly related to problems with poorly maintained areas in the town, potholes and uneven pavements, unsightly unoccupied buildings such as the former health centre and College, as well as general issues such as litter.

There was also some concern that as a small town Nailsea is somewhat constrained by its size and so is lacking in some facilities or feels limited in the commercial and leisure options available.

Individuals suggested a number of paved areas were in need of repair or improvement as these constitute trip hazards. There are derelict or unkempt areas where planting could be used in some instances to brighten up or at least create a more tidy impression. The derelict garage site next to the Queens Head Pub and the area by Tower House Medical Centre were mentioned by a number of people as locations which needed action. Other elements which need to be addressed are some of the street lights are not working and there is poor drainage in the main shopping precinct.

General concerns included problems associated with increased traffic in the town (blocking of routes/pollution/lack of parking), unease regarding planning proposals (potential Lidl on the town car park was mentioned) and the potential threat to green spaces within the town.

There is an element of anti-social behavior, mainly with regards to increased littering in the town but someone also mentioned problems with children on bikes and skateboards driving at pedestrians. In some locations dog fouling is a problem.

Features or facilities which Nailsea is missing/Possible areas for improvement:

- No central hub for social meetings
- Lack of a swimming pool
- Need a pedestrian crossing on Queen's Road especially at the junction of Hannah More Road (by the Co-op)
- There are no traffic lights on Mizzymead/Queens Road

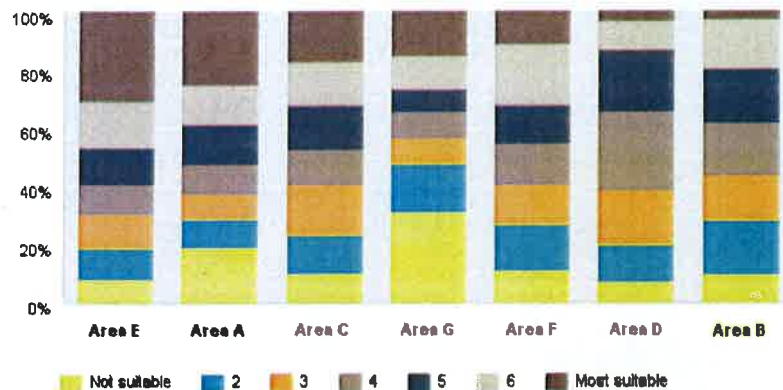
With regards to the commercial offering, issues of concern included the number of empty shops in the town centre, too many charity shops, and a lack of some specialist outlets eg specialist cycle shop.

Specific individual concerns: People who park cars in High Street all day thereby not allowing people who are disabled (without blue badge) room to park for a short time to visit bank etc.



## HOUSING AND GREEN BELT

**Q19. SITES options.** A map was included indicating which sites to 2026 have been identified by North Somerset Council as suitable for housing. Individuals were asked to refer to the map and rank the sites, in terms of suitability, which they felt could be considered for new housing. They could indicate as many as they wished using a scale of 1=not suitable to 7=most suitable



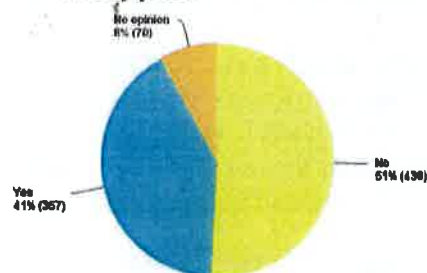
POLICE STATION  
NW NAILSEA  
ENGINE LANE  
MC TAGGART  
SHEPSTONE  
UPLANDS  
WEST END (PEACOCK)

	Not suitable (1)	2 (2)	3 (3)	4 (4)	5 (5)	6 (6)	Most suitable (7)	Total	Weighted Average
Area E	9% 65	10% 66	12% 76	10% 63	12% 77	16% 101	31% 194	632	4.77
Area A	20% 133	9% 62	9% 63	10% 66	13% 89	14% 93	25% 168	676	4.29
Area C	11% 68	13% 82	18% 113	12% 78	15% 99	15% 94	17% 111	645	4.22
Area G	31% 204	17% 109	9% 58	9% 58	8% 51	11% 73	15% 98	651	3.39
Area F	11% 70	16% 99	14% 85	14% 87	13% 82	21% 130	11% 69	622	4.09
Area D	7% 43	13% 75	18% 113	27% 169	21% 123	10% 59	3% 19	592	3.64
Area B	10% 68	18% 107	16% 99	18% 103	19% 107	17% 96	3% 15	578	3.76

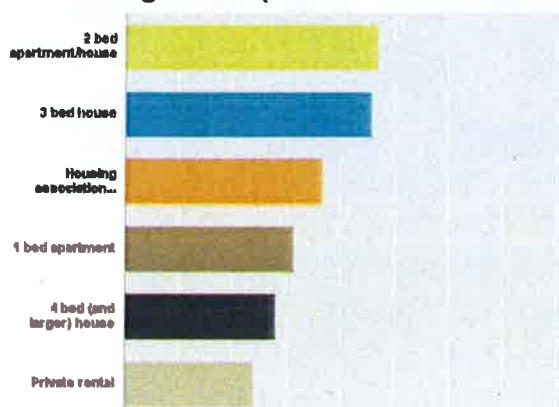
	Not suitable (1)	2 (2)	3 (3)	4 (4)	5 (5)	6 (6)	Most suitable (7)	Total	Weighted Average
Area G	31% 204	17% 109	9% 58	9% 58	8% 51	11% 73	15% 98	651	3.39
Area A	20% 133	9% 62	9% 63	10% 66	13% 89	14% 93	25% 168	676	4.29
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Area E	9% 65	10% 66	12% 76	10% 63	12% 77	16% 101	31% 194	632	4.77
Area D	7% 43	13% 75	18% 113	27% 169	21% 123	10% 59	3% 19	592	3.64

In response to this question 116 people ticked the option "if you think no sites are suitable".

## Q21. Support for use of Green Belt land for new housing



## Q22. Housing needs (1= not needed to 6 = most needed)



	Not needed	2	3	4	5	Most needed	Total	Weighted Average
2 bed apartment/house	1% 6	6% 43	10% 73	20% 141	20% 209	33% 237	709	4.71
3 bed house	1% 10	7% 49	13% 96	18% 139	27% 193	32% 230	717	4.60
Housing association (rental or shared ownership)	16% 114	14% 98	15% 105	17% 116	14% 94	24% 167	694	3.69
4 bed (and larger) house	32% 203	19% 118	16% 98	13% 84	12% 77	9% 55	635	2.81
1 bed apartment	17% 104	20% 121	22% 137	18% 119	14% 89	7% 44	614	3.16
Private rental	29% 172	31% 186	20% 121	10% 58	7% 44	3% 15	596	2.43

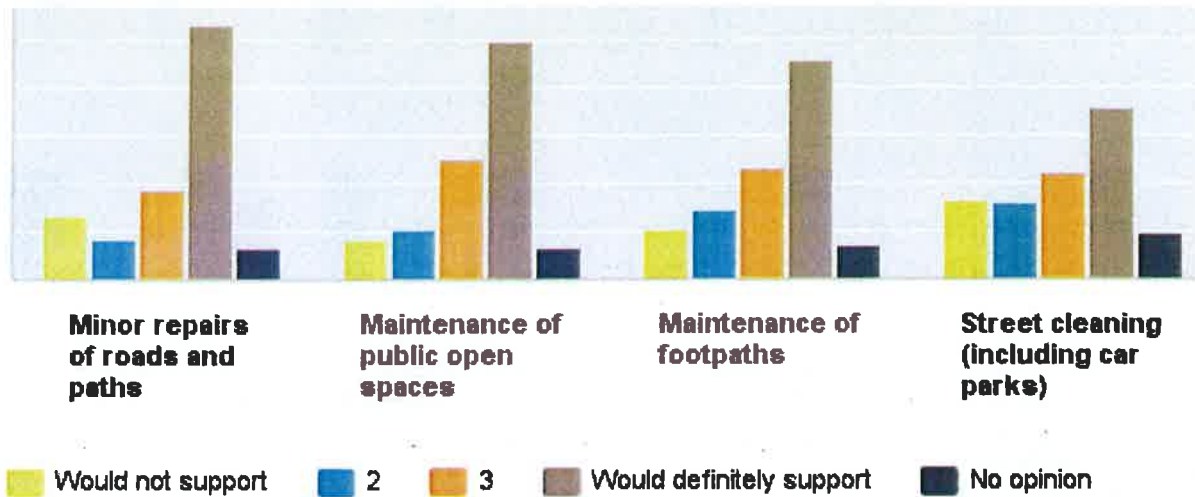
  

	Not needed	2	3	4	5	Most needed	Total	Weighted Average
4 bed (and larger) house	32% 203	19% 118	16% 98	13% 84	12% 77	9% 55	635	2.81
Private rental	29% 172	31% 186	20% 121	10% 58	7% 44	3% 15	596	2.43
Housing association (rental or shared ownership)	16% 114	14% 98	15% 105	17% 116	14% 94	24% 167	694	3.69
1 bed apartment	17% 104	20% 121	22% 137	18% 119	14% 89	7% 44	614	3.16
3 bed house	1% 10	7% 49	13% 96	18% 139	27% 193	32% 230	717	4.60
2 bed apartment/house	1% 6	6% 43	10% 73	20% 141	20% 209	33% 237	709	4.71



## SPENDING PRIORITIES

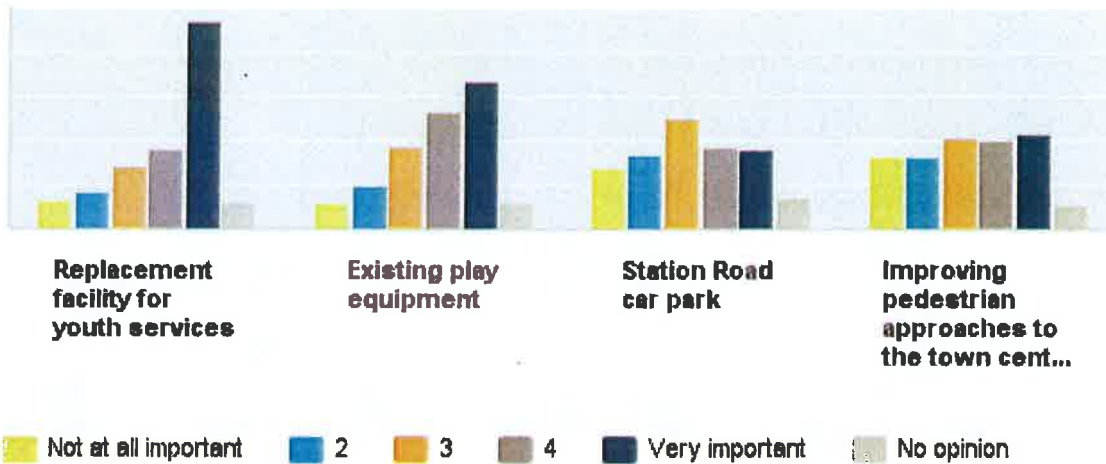
**Q23 Support for the Town Council to take on the following services, on the basis that this would involve an increase in the tax levied by the Town Council. (1=would not support to 4=would definitely support)**



A broad view shows support across the board for minor repairs to roads and paths and maintenance of public spaces. Street cleaning was overall the least supported of all services.

	Would not support	2	3	Would definitely support	No opinion	Total	Weighted Average
Minor repairs of roads and paths	14% 113	8% 70	18% 152	53% 435	7% 54	824	3.30
Maintenance of public open spaces	9% 72	10% 86	25% 206	49% 407	6% 52	823	3.34
Maintenance of footpaths	10% 85	14% 119	23% 189	46% 376	7% 56	825	3.24
Street cleaning (including car parks)	17% 137	16% 134	22% 183	36% 295	9% 77	826	3.05

## Q24 Maintenance and replacement



	Not at all important	2	3	4	Very important	No opinion	Total	Weighted Average
Replacement facility for youth services	6% 53	9% 73	14% 119	18% 150	47% 394	6% 52	841	3.72
Existing play equipment	6% 49	10% 84	18% 153	26% 220	34% 282	6% 49	837	3.54
Improving pedestrian approaches to the town centre (including underpasses)	16% 137	16% 137	20% 171	20% 167	22% 182	6% 48	842	2.97
Station Road car park	14% 117	17% 143	25% 209	19% 155	18% 148	7% 59	831	2.88

	Not at all important	2	3	4	Very important	No opinion	Total	Weighted Average
Improving pedestrian approaches to the town centre (including underpasses)	16% 137	16% 137	20% 171	20% 167	22% 182	6% 48	842	2.97
Station Road car park	14% 117	17% 143	25% 209	19% 155	18% 148	7% 59	831	2.88
Replacement facility for youth services	6% 53	9% 73	14% 119	18% 150	47% 394	6% 52	841	3.72
Existing play equipment	6% 49	10% 84	18% 153	26% 220	34% 282	6% 49	837	3.54

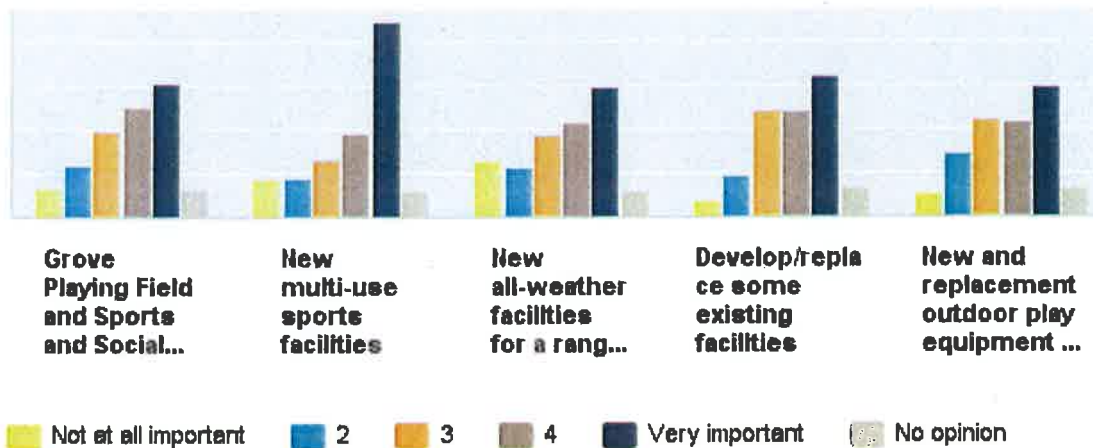
## Q25 Heritage/culture



Not at all important 2 3 4 Very important No opinion

	Not at all important	2	3	4	Very important	No opinion	Total	Weighted Average
Exhibition space for performing arts/cinema	19% 151	19% 148	20% 157	20% 164	17% 135	6% 43	768	2.80
Hidden History: heritage walks, signage, leaflets, web-site, phone app	17% 141	19% 162	26% 215	19% 160	14% 119	6% 44	841	2.79
Middle Engine Pit - develop proposals for the site and an access strategy	17% 139	18% 148	28% 206	18% 135	11% 95	14% 116	839	2.46
Museum: build or procure a building to create a small museum	32% 269	22% 185	17% 144	14% 116	9% 76	6% 50	840	2.28
Town wide signage	26% 219	23% 190	24% 196	13% 110	6% 53	7% 60	828	2.29
Public Art	33% 272	26% 204	18% 153	10% 80	6% 50	8% 69	828	2.06
	Not at all important	2	3	4	Very important	No opinion	Total	Weighted Average
Public Art	33% 272	26% 204	18% 153	10% 80	6% 50	8% 69	828	2.06
Museum: build or procure a building to create a small museum	32% 269	22% 185	17% 144	14% 116	9% 76	6% 50	840	2.28
Town wide signage	26% 219	23% 190	24% 196	13% 110	6% 53	7% 60	828	2.29
Exhibition space for performing arts/cinema	19% 151	19% 148	20% 157	20% 164	17% 135	6% 43	768	2.80
Hidden History: heritage walks, signage, leaflets, web-site, phone app	17% 141	19% 162	26% 215	19% 160	14% 119	6% 44	841	2.79
Middle Engine Pit - develop proposals for the site and an access strategy	17% 139	18% 148	28% 206	18% 135	11% 95	14% 116	839	2.46

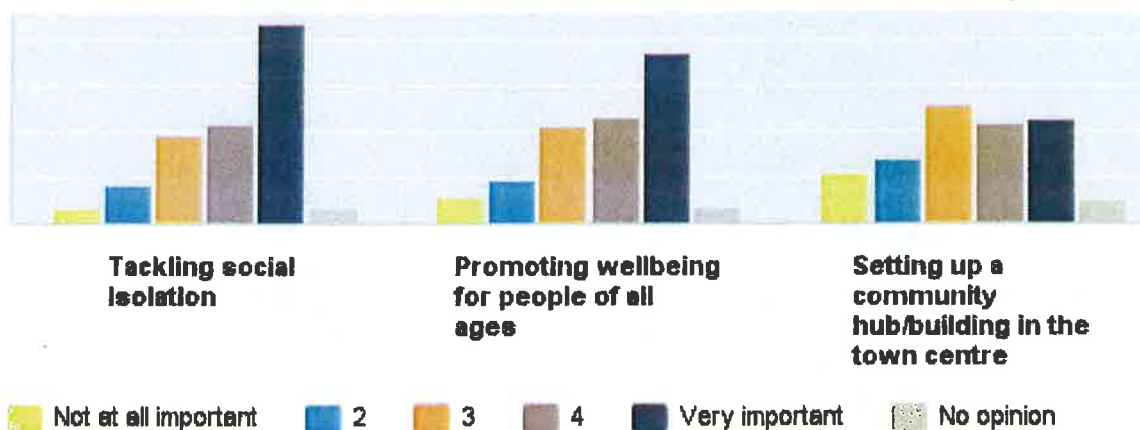
## Q26 Leisure



	Not at all important	2	3	4	Very important	No opinion	Total	Weighted Average
New multi-use sports facilities	9% 73	9% 74	13% 109	19% 159	44% 369	6% 48	832	3.64
Develop/replace some existing facilities	4% 31	9% 78	24% 200	24% 199	32% 265	6% 52	825	3.52
Grove Playing Field and Sports and Social Club Building	7% 59	12% 99	19% 161	25% 208	30% 253	7% 55	835	3.40
New and replacement outdoor play equipment for all ages	6% 47	14% 120	22% 184	22% 180	29% 245	7% 55	831	3.35
New all-weather facilities for a range of sports	13% 106	12% 97	18% 152	22% 176	29% 242	6% 51	826	3.24

	Not at all important	2	3	4	Very important	No opinion	Total	Weighted Average
New all-weather facilities for a range of sports	13% 106	12% 97	18% 152	22% 176	29% 242	6% 51	826	3.24
New multi-use sports facilities	9% 73	9% 74	13% 109	19% 159	44% 369	6% 48	832	3.64
Grove Playing Field and Sports and Social Club Building	7% 59	12% 99	19% 161	25% 208	30% 253	7% 55	835	3.40
New and replacement outdoor play equipment for all ages	6% 47	14% 120	22% 184	22% 180	29% 245	7% 55	831	3.35
Develop/replace some existing facilities	4% 31	9% 78	24% 200	24% 199	32% 265	6% 52	825	3.52

## Q27 Health and Wellbeing



	Not at all important	2	3	4	Very important	No opinion	Total	Weighted Average
Tackling social isolation	4% 30	8% 70	19% 161	22% 181	44% 365	4% 31	838	3.82
Promoting wellbeing for people of all ages	6% 49	10% 81	21% 178	23% 194	37% 310	3% 28	840	3.66
Setting up a community hub/building in the town centre	11% 94	14% 119	26% 217	22% 183	23% 190	5% 41	844	3.16

	Not at all important	2	3	4	Very important	No opinion	Total	Weighted Average
Setting up a community hub/building in the town centre	11% 94	14% 119	26% 217	22% 183	23% 190	5% 41	844	3.16
Promoting wellbeing for people of all ages	6% 49	10% 81	21% 178	23% 194	37% 310	3% 28	840	3.66
Tackling social isolation	4% 30	8% 70	19% 161	22% 181	44% 365	4% 31	838	3.82



### **Q28 Additional comments (227)**

Comments and feedback was provided on a range of topics:

- Health and wellbeing
- Youth
- Facilities and equipment
- Housing
- Parking and transport
- Civic responsibilities – North Somerset Council/Nailsea Town Council
- The future of Nailsea

There were also a number of suggestions and concerns highlighted which have been included as a bullet point list verbatim.

- **Health and wellbeing**

The issue of health and wellbeing is clearly important to those who responded with statements highlighting the importance of maintaining decent facilities, and consideration of provision of a hub or centre where important health and wellbeing information can be shared. Investing in those things that will have a beneficial effect on residents' health will also help to contain NHS spending.

It was also felt that there was a need to offer a social meeting place which could offer a range of activities – art, games etc - as well as an opportunity for individuals to make friends, engender support and generally help to combat issues of loneliness and isolation. Tackling social isolation of those who are housebound or elderly is important, and it was suggested that whilst a community hub would be a good place for socialising and would encourage people to get out, there does need to be a transport service/formal arrangement for the infirm to enable this.

- **Youth**

A number of respondents stated that there was a need for greater investment in the youth of the town, and more activities aimed at younger people. There is a need to provide something for the youth other than Youth House or the skate park. It was suggested that there are not enough sports clubs aimed at young girls. There was also the desire to see more options of things to do for 16+ aged people in the evenings.

- **Facilities and equipment**

Whilst individuals felt that Nailsea did benefit from formal leisure facilities particularly at Nailsea School, The Grove and Scotch Horn, these require significant investment to improve community participation in sport and other social activities. Extending opening hours could also encourage use by those commuting, enabling use of the fitness centre before or after work. The rugby club is also a key community focal point and could attract more members and people to use Nailsea facilities.

There was the suggestion that a swimming pool is what is missing and would be of real benefit to the town, and one person suggested an ice rink.

Nailsea might also benefit from a network of dedicated cycle paths as well as maintenance of open spaces for informal leisure activities. Given that most homes are within a mile of Nailsea town centre, providing better cycling infrastructure will also help with issues re parking. Cycling can also contribute to wellbeing - for all ages.

There was the suggestion that there could be outdoor play equipment for all ages, such as adult exercise/gym equipment in parks.

The development of sporting facilities for all ages and abilities is hugely important for the health and enjoyment of those living in Nailsea. There also needs to be more emphasis on the development of facilities to encourage female team sports, eg dedicated astro for the hockey club, and proper netball courts.

A number of people felt it was important to review what facilities Nailsea already has, how these are currently being used and how such facilities could be maximized – eg library could be used jointly as a community space, the schools for sports activities, make school facilities available to the public, out of hours, at a reasonable cost. There may not be a need to build new facilities, rather consider investing any money into new initiatives. For example there is already a community hub at the school - it just needs to be promoted and used more. Before considering any new social development or projects, the Town Council should calculate the percentage of the population that would actually benefit from any new initiative. One person expressed support for The Grove Sports and Mizzymeade Recreation centre and suggested that the Town Council should encourage and provide funding to develop this facility. Another expressed a concern that creating a hub for community resources e.g medical centre, police centre, library and sports facilities in one building would inevitably mean facilities are cut and there is no room for expansion of these facilities in the future.

Individuals in Nailsea do get involved in volunteering work and this is recognised and appreciated. It was suggested that there needs to be ongoing organisation and promotion of the potential of using volunteers, particularly with regard to some of the general maintenance activities around the town eg litter picking.

- **Housing**

The majority of those responding with regards to housing provision were most concerned about the type of housing and potential location of any development rather than against expansion of the town per se.

There is also a concern that if Nailsea is to expand then there will need to be an associated increase in provision of schools, GPs/dental practices as well as leisure facilities. Any significant increase without improvements to the infrastructure would jeopardise the current facilities.

There was also a need to consider highways infrastructure and it was suggested this must all be planned strategically as part of a phased masterplan to ensure it is provided and delivered as and when it needs to be. Consideration needs to be given to access, both to the sites and the town as the current road network is seen as unsuitable and inadequate for the proposed population increase.

#### *Housing type:*

There was the suggestion that if the town is to stem the tide of an aging population then more needs to be done to provide affordable housing, to enable younger people to remain in the town and to encourage first time buyers and those with young families to move in. There is also a need for affordable housing for those individuals currently living in Nailsea who cannot afford to buy a property and are therefore having to rent.

- Affordable three bedroom houses to enable families to move out of the rental market. Housing needs to focus on bringing in young families and people of working age to the area. Higher quotas of affordable housing than the bare minimum should be implemented.
- 1 & 2 bedroom properties would be ideal for first time buyers and young people.
- Smaller houses are needed to enable older people to downsize.
- Any new housing should not be allowed to be sold to private landlords.

Another consideration was that the current lack of cheap, small business premises, makes starting a business in Nailsea difficult, if not impossible.

#### *Location*

Nailsea has a balance of green open spaces and people would be reluctant to see housing built on new areas. Could brownfield sites be considered as an alternative and perhaps existing derelict sites be converted such as the former ESSO garage, Weston College etc.

One person also suggested that provided any Green Belt area used is reinstated elsewhere as new Green Belt that would be acceptable.

Individuals had specific sites which they felt should or should not be considered for development.

#### *Preferred sites:*

- The green bank area opposite Stockway South car park, the green bank opposite Tesco (after full and proper excavation of the glass site), the area behind Budgens.
- The town needs an injection of young people and families to support schools, doctors etc. Small developments on brown field address this issue in some part, but major development is required to ensure the longevity of Nailsea as a desired place to live. I believe the Engine Lane Barrett Development is the first positive step in achieving this.
- I do not like the way this survey asks me to rank the different housing development sites. I support all the sites for development and rank them as highly important - I want to see Nailsea grow, with a high priority for providing affordable housing for young people and families with young children.

#### *Less preferable sites:*

- The sites on the Causeway, Morgan's Hill area and West End.
- Engine Lane and Youngwood Lane sites.



- Building on Engine Lane and similar fields is not the answer when there are brown field sites that could be developed.
- The ground on Trendlewood Way that is proposed as a possible plot for building homes needs to be used for a community building for the Trendlewood estate instead.

#### *Miscellaneous*

- My comment is that the proposed strategy is flawed and only frustrates one of the most sustainable locations for much needed new housing. A natural strategic gap separating Nailsea and Backwell is already there in the form of the railway line and the flood plain which extends to the west and will prevent coalescence in perpetuity. The future of the town is linked to how effectively the town delivers housing, enables the south and west to develop and link to the station and town. The proposed strategic gap needs a wholesale rethink. New housing development will bring an opportunity to address housing affordability and provide the facilities the town needs and enable Nailsea to deliver services town needs. Nailsea has too long resisted and ended up with unsatisfactory development. It should recognise need and opportunity, engage and enable delivery of towns needs by working in partnership with the market to secure what is needed rather than stand on the sidelines as a protest group.
  - Together with infrastructure, shops, other services and employment, the 3,000ish homes that are likely to result from the JSP will barely fit into the higher land between Engine Lane and the Blue Flame so it's important to include recreational space in that area, which could include the much needed sports pitches.
  - There is no link between reducing the Green Belt to the north and protecting the green gap between Nailsea and Backwell - why can't we have both!
  - Quality of life, inclusion, wellbeing of all age groups and local community identity should be uppermost in planning decisions. We need a thriving balanced community, not a town skewed by outside developers need to maximise profit. Put the needs of all local people first.
- **Parking and transport**  
A number of residents considered that street parking is a problem with cars parking illegally on occasion on double yellow lines, pavements and corners. There was a concern that such offences were not being punished and more frequent patrolling should be introduced to prevent illegal parking.

Some individuals also suggested that there was insufficient car parking in the town centre, one person suggested this also causes problems with commuter parking in residential streets. Another individual suggested that there should actually be a reduction in the number of public car parking spaces in order to encourage people to walk or use public transport.

One person wondered if the large disused buildings once occupied by Weston College could be usefully used to provide a multi-storey parking facility, another person

suggested that the derelict stand near Dominos could be utilised for more parking spaces.

Two individuals expressed their concern at the poor state of the roads in the town and the need for improved vehicular access through and within the town.

- **Civic responsibilities – North Somerset Council/Nailsea Town Council**

There was some criticism of North Somerset Council with regards to budget allocations and responsibilities and the suggestion that North Somerset Council needs to “fulfil its obligations” to Nailsea as referenced within the context of any redevelopment of the Scotch Horn centre which is a NSC project.

Whilst a number of individuals supported the idea of projects that would seek to improve or attract further investment in Nailsea, there was the concern that in the light of budget shortfalls capital investment should be prioritised first on maintaining and improving Nailsea's infrastructure, thereby creating a solid foundation on which to proceed into the future.

There was also some concern with the suggestion that Nailsea Town Council might take over from NSC some day to day services though on the understanding that this would lead to an increase in the Precept.

- Would the increase in the Precept be offset by a decrease in the council tax? If not, then the above proposals won't be acceptable.
- I would not support the increased levies by the town council to take on services they should be responsible for anyway.
- Only provided we see an equivalent reduction in N. Somerset charges for giving up provision of these services!
- Any additional responsibilities that the Town Council take from North Somerset need to be carefully considered and budgeted. The council will not be thanked for increased costs to households unless the results are clear and beneficial.
- Given that as Council Tax payers we are already paying for these services it could have asked how could these services be improved or provided in a different way. If the Town Council is to take them on then it shouldn't automatically involve an increase in the Precept.
- I am not sure what the benefit is supposed to be of Nailsea Council taking on extra services. If the additional charge on council tax would result in enhanced or more localised spending in Nailsea as opposed to North Somerset money being ploughed into larger areas such as Weston, I would support this, but the proposal isn't clear and I can't support extra charges without being clear about the benefits for Nailsea.

- **The future of Nailsea**

Many people felt that Nailsea was in need of 'modernising' and that opportunities needed to be opened up to revitalise the town.

Nailsea has an ageing population profile, and whilst this presents some opportunities this will also lead to increased strain on resources such as health provision. If the town

is to be economically and socially successful, and in the interests of a more "balanced" community, new or improved facilities need to be provided to encourage families and those of working age to live in the town. There also need to be attractions to keep teenagers and young adults loyal to Nailsea. Affordable housing provision will also go some way towards encouraging a younger demographic to move into or remain in the area.

A more vibrant and wide ranging commercial offering would be encouraged. A number of people mentioned the lack of shopping opportunities – particularly quality clothing outlets – and the sense that there is no central focal point. Encouraging more independent cafes, more interesting clothes shops as well as better leisure options such as a cinema, a swimming pool/spa, could encourage greater footfall and the desire to stay longer in the town.

It is clear from answers provided that people do care very much about the town, but clearly Nailsea needs to focus on the future and create a positive story for itself.

*"There are pockets to good things but they're separated by soulless nasty bits."*

*"Nailsea has huge potential and could attract progressive and valuable individuals once there is more on offer in the way of facilities."*

*"For the future of our town and young people we must encourage development and welcome investment from businesses including retailers."*

*"Bringing the town community together beyond sport is vital. The town population is polarised, we need to unite the young and older and really develop a sense of belonging to Nailsea."*

*"There needs to be more creativity, more identity in Nailsea."*

*"Now is the time Nailsea needs a burst of energy."*

**Miscellaneous suggestions and thoughts:**

- The former Health Centre by the library could become a town hub - hosting art and creative activities and club meetings.
- Developing a multifunctional town hub would see a massive boost in public interest. It would allow for people of all ages to benefit from it and would bring the community together.
- The churches and chapels already provide non-religious gatherings for all people/churches in Nailsea are doing a great job tackling social isolation with their lunches and clubs.
- A community repair centre creates a type of hub which lays the foundations of community cohesion through doing things together, regardless of age or disability.

- Further expansion of the All Weather Pitch is needed. There is a waiting list for local clubs needing and wanting to use the facilities but due to planning permission being refused they are unable to take on the additional demand.
- A strategic vision for Nailsea: becoming a sports hub for North Somerset
- Priority has to be getting Weston College to sell the unused buildings in the centre to allow that area to be developed and used.
- Make use of the building in Crown Glass square which has been boarded up and empty for a long time.
- Adult education for non-vocational courses no longer exists in Nailsea and is socially important amongst other obvious benefits. Is there any way it could be helped to develop in the future?
- Middle engine pit should be well supported because it is acknowledged as being heritage of national importance.
- A cinema would be fantastic.
- Can we please have more martial arts clubs for example a Brazilian jiu jitsu club.
- We need a town hall the size of normal village type hall with a working stage.
- A community building that could be used as an all weather craft market should be provided using the old garage next to the royal oak. This is in easy walking access for many people and would be a massive boost to the town while retaining a historic building.  
A community building which we could use for Rainbow, Brownie and Guide meetings would be fantastic. A very popular activity for all girls in the town, we would love a permanent 'home'.
- The glassworks site is an excellent result - well done to NTC! The centre, on the dome, would be an ideal place for a museum, drawing together the quarrying at Nowhere Wood and Jacklands Bridge with coal mining at Middle Engine Pit, Glassworks and Roman remains at the Villa. Capital from NTC and running from volunteers at little cost except for maintenance and utilities?
- As a dog owner I would like the town council to consider adding an enclosed safe area for dog owners to be able to safely let their dogs run free without fear of losing their naughty dog. This area could also be used for dog training by professionals etc.
- Nailsea Tithe Barn and Nailsea Theatre already provide excellent facilities for performing arts and the cinema - they should be better supported by Nailsea before creating more venues.
- The land off Trendlewood Way was covenanted for community use originally. Given the absence of any public meeting spaces on Trendlewood Estate apart from the pub we would like to see a community facility such as a rentable hall on there. Trendlewood Church would be delighted to partner in such a project.
- Youth house could be "changed" during day or quiet evening periods for residents to gather support for form filling for help when they don't have or can't use computers. But the premises must still have youth as a priority.
- Having recently suffered a disability and required a wheelchair which I manually propel, I have found the High Street extremely hard to navigate due to uneven camber.
- There needs to be some work done to widen roads into Nailsea, particularly at Clevedon Road. There desperately needs to be a crossing installed for people

- Ramp at train station an obvious one you have missed.
- A bus link to the airport would be of great benefit to Nailsea.
- A local 'walkabout person' everyone can relate to and feel safe to speak to young/old – PCSO.
- Please do not forget Christmas decorations...

**Q29. Current participation in sport, leisure and recreation activities (720)**

People also enjoy more leisurely pursuits including yoga, gardening, art and going to the cinema as well as participatory activities with others in the community such as skittles, bowls, bridge, bell ringing, choir and church.

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The Scotch Horn is the most used of any facility in the town with some 237 individuals indicating that they use the centre. The Grove Sports and Social Club is next most used (76) and Mizzymeade Recreation Centre (41).



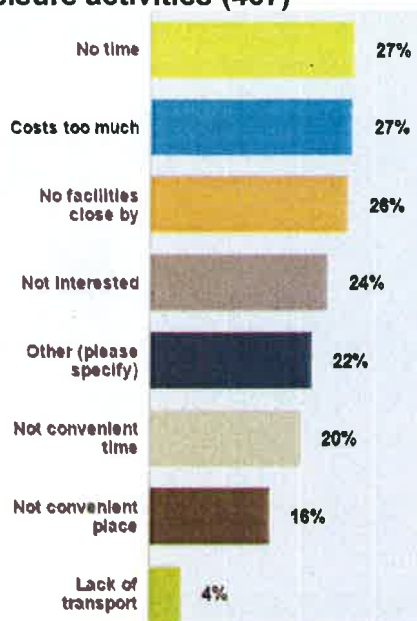
Others responses included churches and church halls, pubs, open spaces and parks, footpaths and countryside.

### Q31. Facilities used outside the town (555)

Other leisure facilities which individuals travel outside the town to visit include the cinemas (57) in Clevedon, Hengrove, Cribbs Causeway and Bristol. 25 individuals indicated that they travel outside Nailsea to attend theatre, music and other events at Bristol Old Vic, Bath Theatre Royal, Colston Hall, Bristol Folk House, and St George's.

85 individuals indicated that they did not use any facilities outside the town.

**Q32. Top 3 reasons why individuals do not normally participate in recreation or leisure activities (467)**



Many people feel they have little spare time to participate in leisure or recreational activities, although a number did indicate that they walk or cycle as part of their daily routines. It was suggested that walking and cycling are both free and relatively cheap for the Council to maintain.

*Other reasons given included:*

- Disability, health issues or carer responsibilities (20)
- Lack of or poorly maintained facilities (21) – 11 individuals also added that they felt they would like the facility to swim locally/Nailsea would benefit from a swimming pool.
- Age (6)
- Others felt the problem was that facilities in Nailsea are too sport orientated, they have hobbies and interests elsewhere,

*"Need facilities for wheelchair users, we need to keep fit as well. My experience of Scotch Horn is that the staff cannot/could not adapt for the needs of disabled wheelchair users".*

*"None appear to be aimed at older people."*

*"Jogging is great around Nailsea and free. Publicising jogging routes of different lengths and difficulty could be good. Also country walks, as Nailsea has great access to the countryside."*



**Q33. Additional leisure or recreational activities, *excluding sport*, individuals would like to have in the town (392)**



Cinema was a most popular option, with 113 individuals expressing a preference for a decent cinema in Nailsea. This was considered an option which could appeal to a wide age group, would not involve extra travel and could also prove popular with younger people and families.



The youth and young adults of the town need to be considered (24). It was suggested that consideration also be given to providing a community centre or a youth centre with activities which are likely to attract and appeal to the youth

in the town. There is a need for somewhere for young people to gather rather than on the streets or in parks. This sort of community facility could also be useful and of interest to a variety of clubs and community organisations. It could also serve as an advice centre.

24 individuals mentioned the need for provision of well-maintained play equipment for young children. An indoor play facility for smaller children such as a soft play area would also be welcomed.

A greater choice of restaurants and bars, open in the evenings, would be appreciated (22). Bistros and wine bars, somewhere as an alternative to pubs. There was also the suggestion that there is a need for more diversified shopping facilities, particularly clothes shops.

People were also interested in provision of spaces which could offer formal and informal activity. There was also a suggestion that there should be better promotion of heritage in the town.

NB. Although individuals were asked to name activities *excluding sport*, a significant number of individuals (103) still stated their desire to have a swimming pool provided in Nailsea.

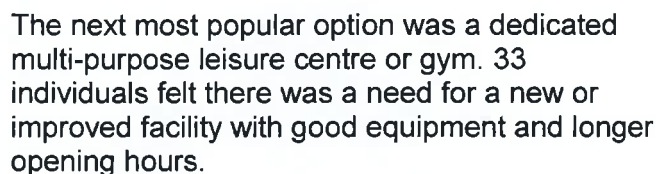
*"Cooking classes for children - promote healthy eating."*

*"Social dancing, sequence dancing at Scotch Horn, also plays and musicals."*

*"Board Game evenings to be held in the library in the evenings."*

*"A variety of adult education courses with the object being for enjoyment, interest and meeting others."*

350 individuals (72% of those who responded) suggested that they would like a swimming pool in the town.



23 individuals felt there should be more tennis courts – indoor and outdoor. There was a wealth of other suggestions including snooker and pool,

44 people suggested that there were sufficient sports facilities already, no need for additional facilities or had no interest/opinion.

*"Distance markers for trail/path running around the town. Waymarked trails could help motivate people to walk and run."*

*"Nature watching/nature areas."*

A horizontal bar chart with a white background. The y-axis lists eight reasons for not joining a club, and the x-axis represents the percentage of respondents. Each bar is a different color and has its percentage value labeled at the end. The reasons and their percentages are: Not interested (46%), Costs too much (24%), Other (please specify) (23%), Poor facilities (18%), Not welcoming (8%), No club exists (6%), Too far away (6%), and Not fully accessible (4%).

Reason	Percentage
Not interested	46%
Costs too much	24%
Other (please specify)	23%
Poor facilities	18%
Not welcoming	8%
No club exists	6%
Too far away	6%
Not fully accessible	4%

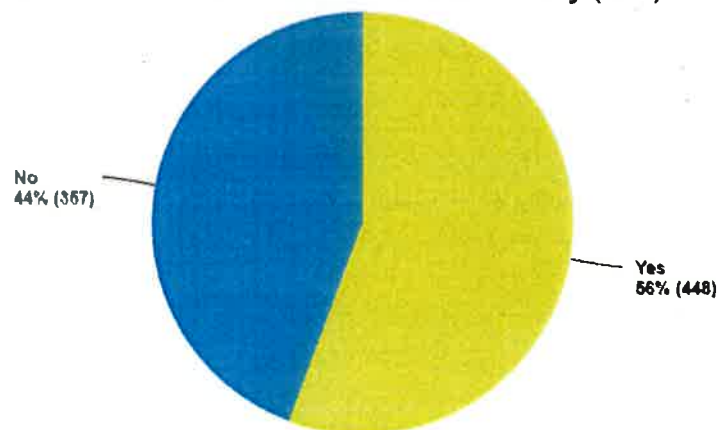
A significant number of people (217) suggested they are not interested in becoming a member of a sports club; for some this will be because they have no interest in any particular sport sufficient for them to wish to commit time and money on a regular basis, for others they may wish to participate in less formal activities. This was born out to some extent by the reasons people outlined in 'others'. Costs for membership or using facilities is also a factor.

*Other reasons given included:*

- Disability, health issues or carer responsibilities (19)
- A number of people (13) stated that they do not consider themselves 'sporty' but do enjoy informal exercise eg walking, cycling and generally out and about enjoying the countryside.
- Age (12) – individuals feel they are too old or facilities are not geared up for the older generation.
- Flexible provision (9). Some people felt that opening hours should be extended to enable working adults to participate, childcare provision would be a help, and if there were more flexible memberships this might also encourage individuals to join clubs or leisure facilities in Nailsea.
- Lack of facilities or use facilities elsewhere outside Nailsea (7) – 3 people mentioned the need for a good local swimming pool, another person suggested a local cycling club would be of interest.

## **NAILSEA LIBRARY**

### **Q36. Individuals who use Nailsea Library (805)**



### **Q37. Services individuals use at Nailsea Library (480)**

- The vast majority of individuals – 84% - use the lending facility at the library to borrow books, CDs and DVDs.
- 13% use the library for research purposes and 10% indicated they use the computers. Overall people find the library a useful research resource both in terms of general information and reference books but also to peruse pertinent local information including planning applications and other local authority

documentation online. A number of people also appreciate the facility to meet and talk to their local councilors.

- A number of individuals (8%) participate in a variety of organised activities for the children, the most popular being 'Rhyme Time' and the children's summer reading scheme.

*Miscellaneous:*

People also find the photocopying and printing service useful, and a number of people enjoy reading newspapers and magazines in the quiet of the library.

*"It's a quiet place to work and study."*

*"I like the photo & craft exhibitions."*

*"I used to use it when the children were young and I wasn't working, and see it's continued operation as a vital part of the community for pre-schoolers, students, the unemployed and the retired."*

*"Unable to get downstairs in Nailsea library with toddler and baby."*

**Q38. What time would individuals like to access services at Nailsea Library**

Comment	Times mentioned
As at present/current times	108
Regular work hours	104
Later afternoons into evenings	65
Weekends	32
No preference/anytime	25
Saturday mornings	24
Every day	17
Mornings	16
Monday	11
Early mornings	10
Other	41

*"A designated study/work area for working adults and students. This would be incredibly useful for students in half terms and holidays if home is not a suitable working environment."*

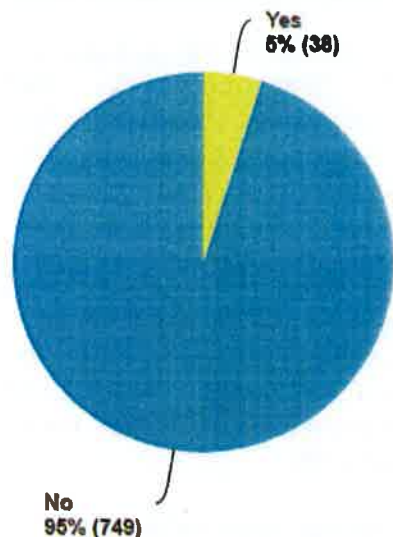
*"Be very good to open on Mondays especially useful for elderly people needing to find out information and to copy documents."*

*"A variety across the week but important for families that these include Saturdays."*

*"Don't put children's books downstairs as access with a buggy is impossible."*

## NAILSEA & BACKWELL CHILDREN'S CENTRE

### Q39. Individuals who use Nailsea & Backwell Children's Centre (787)



### Q40. Services individuals use at Nailsea & Backwell Children's Centre (107)

- The vast majority of individuals – 95% - do not use the centre, and in 107 additional comments provided, some 61% of individuals stated they did not know of the centre, its location or services offered.
- 31% used the centre for regular health checks.
- 9% attend 'messy play'.
- 6% attend group sessions/support groups.
- 3 individuals commented that they do not use the centre but use locally based GPs at centres within Nailsea.

### Q41. What time would individuals like to access services at the Centre

Comment	Times mentioned
9-5 weekdays	9
As now or slightly longer	7
Mornings	5
Monday to Saturday	3
Twice a week	3
Would like more regular baby clinics	1
Not applicable	45



**Q42. Facilities individuals would like to see in a refurbished and/or expanded Scotch Horn Centre (613)**



Opening hours also need to be reviewed to enable more people to use the centre at hours to suit them.

**Swimming pool (428)**

Ideally this would be a facility to cater for all ages with good changing rooms and space for keen swimmers, less confident swimmers as well as a dedicated children's section. This could be a big draw for people to the town, and if discounted memberships were available for young people/students etc could encourage healthy exercise from a young age.

**Gym (96)**

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classes to encourage participation from all ages and abilities. Ensure that there is an efficient booking system for classes.

It will be important to consider ways of encouraging more people to use the gym. It needs to be "accessibly priced". Consider flexible off-peak membership rates, discounts for students/youth. Offer more classes during the day and also activities in the evenings for those who are at work during the day. This is also the ideal place to offer health and diet advice.

Three individuals stressed the need to consider people with mobility problems. Any facilities would need to be fully inclusive and totally accessible for people, particularly wheelchair users, not only in terms of accessibility but also a facility which individuals with a disability feel comfortable using.

One person suggested that with regards to equipment, people should be asked what they want and what they would use. New equipment is expensive, and it is important to provide not necessarily the latest and greatest kit but to offer more variety and the ability to do their routines at a fair price.

#### ***Other sporting facilities (57)***

Answer	Response Count
Sauna/spa/steam room	20
Tennis	17
Squash	14
Badminton	13
Climbing wall	11
Yoga/tai chi/pilates	8
Dance	6
Bowling	5
Athletics	3

Other suggestions included 5-a-side pitches, basketball, rollerskating, snooker/billiards/pool, skittles, ice skating, netball, indoor cricket nets, hockey, trampolining as well as general facilities to include well-lit and all weather outdoor pitches/astro turf, more indoor multi-use courts/MUGA, a sports therapy centre.

Any main sports hall will need to have good lighting and air conditioning to meet expected standards.

#### ***Young children (56)/Youth (11)***

48 supported the inclusion in Scotch Horn of an extended and refurbished children's play zone/soft play area. 5 people suggested that a crèche facility would be useful – as a facility for younger children and to enable parents to participate in classes. 3 individuals suggested there need to be more sporting activities specifically for children as well as activities taking place in school holidays.

11 individuals stated that teenagers and young people need to be considered and there need to be youth facilities and places for young people to meet. There could be a youth centre or youth club provided - designed to meet the needs of young people and not what older people think young people want!

#### ***Social Centre/Community Hub/Room hire (37)***

Respondents felt that Scotch Horn is well placed in the town to provide a centre for community activities. In addition to sporting activities, there could also be suitable rooms which groups and organisations could hire for a variety of activities or meetings eg U3A/Adult Education classes.

It could be a real benefit to the town to include space for a wellbeing centre, or a drop-in centre for elderly and others to talk and make new friends and provide a meeting place for the isolated people in the community.

There could be potential for it to be used by a wide group of people for a range of services eg CAB, One stop shop for Council / Housing / Social Services / Police, offer a computer suite and training for those without access to computers.

It would be useful to have a large hall available for hire for activities such as Tai Chi, social dancing, even private parties.

#### ***Performance/Arts (35)***

A contemporary and well equipped auditorium and stage area for a variety of performances – theatre, dance, presentation evenings, the possibility to use for film nights. Ability to include tiered seating for certain performances.

Six people also suggested that consideration be given to providing some sort of heritage space/local history museum.

#### ***Cinema (29)***

Provision of a purpose-built cinema at Scotch Horn was specifically mentioned as a consideration in its own right.

#### ***Café/Restaurant (19)***

A suitable café/restaurant area would be appreciated, particularly if it offered healthy food at reasonable prices. This could also provide somewhere for young people/teenagers to meet and socialise in the evenings.

#### ***Miscellaneous***

- 10 people stated that it would be useful for the police to have a presence in the building/a police contact point.
- 7 respondents suggested that rather than refurbishment, the building be knocked down completely and a new facility provided.



- 7 people suggested the Scotch Horn building could include a library, but 3 people stated the library should remain where it is in its own purpose built facility in the centre of town.
- There were 5 individuals who felt that provision of a swimming pool should not be a priority.
- 3 people expressed unease at using council funding to upgrade Scotch Horn. One person felt that general repairs and maintenance within the town should be first priority, another that any money should be invested in bigger and better facilities at the Grove Leisure Centre. One person suggested that costs to cover any refurbishment is the responsibility of North Somerset Council.
- Why can't the allotments off Whitefield Road be moved to Engine Lane as infrastructure will not be affected. The pointless raised area at end of Ridgeway could be removed to widen access to the allotment site and infilled building would be more accessible to shops for residents.

*"It is important that Scotch Horn does not close at any point during the refurbishment. A stage expansion and subsequent refurbishment when the new facilities are available would be the best solution."*

*"This would be a great place for a community hub."*

*"Bigger car park would be nice and better signage showing that it is one way - irregular users often don't know this and cause chaos in the car park!"*

*"A welcome board or leaflet for people new to Nailsea."*

## Overall Summary of consultation

Overall across both the quantitative and qualitative data there was consistency of responses, and a number of key themes/topics emerging.

### GENERAL ACTIVITY

- The car is the main form of transport for those travelling to work/school/higher education. The most likely distance to travel is 4-10 miles, however 33% of those responding to this question stated this does not apply and so it is assumed they are not working or in education.
- 65% of individuals frequently shop in Nailsea and there is good support for the local markets in the town.
- When shopping most people opt to use their car, though most people travel 3 miles or less to do their everyday shopping.
- Preferred supermarkets are Tesco or Waitrose; the main supermarkets in the town.
- People in Nailsea are community minded with some 39% currently being involved in volunteering activities. Individuals also indicated that volunteering is something they would consider in the future.
- Nailsea – 'hotspots'
  - Individuals expressed fondness for living in Nailsea, the town itself, the surrounding countryside and the sense of community within the town itself. It is seen as a pleasant small town, easy to get around, and many consider it to have sufficient facilities given the size of the town.
- Nailsea – 'grotspots'
  - Individuals felt some frustration at what they see as poorly maintained public areas, unoccupied buildings and lack of facilities in the town. There are minor issues relating to littering and some antisocial behavior. The potential for increased traffic with associated parking issues is a concern.

### HOUSING AND GREEN BELT

- People are uneasy about the potential use of Green Belt land for housing with some 51% opposed, although 41% showed support.
- Nailsea Town Council put forward a number of potential suitable sites for housing and respondents were asked to register their preference.
  - Of these, Area E was seen as most suitable and Area G as not suitable.
- A number of individuals are concerned at the aging population of Nailsea and the need to provide housing to suit first time buyers and young couples to encourage a younger demographic to the town. There is also a need for properties of older individuals downsizing.
  - 2 bed house dwellings were most needed and 4 bed and larger dwellings not needed.

## SPENDING PRIORITIES

- There is the potential for Nailsea Town Council to take on services from North Somerset Council.
  - Overall there is good support for maintenance and repairs on roads, paths and public spaces. Street cleaning was the least supported though still achieved a respectable amount of support.
- Use of capital investment. There are no glaringly obvious dissenting voices across the categories, though Public Art was ranked as the least important of all with the lowest weighted average.
  - Maintenance and replacement: 47% very important for replacement facility of Youth Services, 16% not at all for improving pedestrian approaches to the town centre.
  - Heritage and culture: there were mixed views here although the weighted average was highest in support for provision of an exhibition space for performing arts/cinema. Public art achieved the lowest weighted average.
  - Leisure: 44% very important for provision of new multi-use sports facilities, 13% not at all for all-weather facilities.
  - Health and wellbeing: tackling social isolation is seen as the most important with 44% support and the highest weighted average, provision of a community hub/building in the town centre achieved the lowest weighted average.
- Key issues to bear in mind:
  - Aging population
  - Importance of tackling social isolation
  - Need for facilities for young people
  - Housing provision – needs to be affordable and suitable to the town's requirements.
  - Infrastructure needs to be in place to cope with any population increase.
  - Serious consideration needs to be given to the site of any new housing.
  - Current leisure facilities – buildings and equipment – need investment. This can also be seen as investment in the health of the community as well as serving to attract younger people to Nailsea. It is also important to maximize the facilities that currently exist.
  - Need to monitor increased traffic with regards to maintenance of highways and provision of car parking.
  - Nailsea need to be 'revitalised' in the interests of good social balance and to encourage a forward thinking population.
  - Encourage a wider commercial offering – shops, restaurants, bars.
  - Concern at number of unused buildings/charity shops
  - Civic responsibilities – who is responsible for what?

## COMMUNITY AND LEISURE FACILITIES

- Individuals participate in a range of leisure activities and enjoy informal exercise as well as team sports. They also enjoy a broad range of social activities. What prevents individuals participating more is primarily health issues or lack of time due to work and other commitments.
- The Scotch Horn is by far the most used facility in the town.
- People often travel outside the town to enjoy swimming facilities and for entertainment such as cinema, music and theatre.
- 27% of individuals feel they do not have enough time to participate in recreation or leisure facilities. Again health issues are cited as another barrier. Lack of, poorly maintained or cost of facilities are also factors.
- Nailsea Library is well used
  - 84% use the lending facility
  - 13% use it for research – online and paper based
  - 8% participate in activities organised for children.
  - Present and regular opening hours are supported by many.
- Nailsea and Backwell Children's Centre is not well known or well used by the individuals who responded to this survey.
- Key issues to bear in mind:
  - Need to ensure provision of facilities for those with health/mobility issues.
  - Consider the needs of young people for social spaces as well as sporting activities.
  - Exercise and leisure can be free and informal – there are many who enjoy exercise through walking and gardening. Consider provision of outdoor gym equipment/more and better cycle paths.
  - Use sports centres and public spaces as an opportunity to publicise healthy habits.
- Nailsea and Backwell Children's Centre is not well known or well used by the individuals who responded to this survey.
- Scotch Horn Centre
  - A swimming pool is high on many people's wish list.
  - Refurbishment is needed; upgrading facilities and equipment on offer.
  - Encourage participation in sports activities via reduced membership fees, and increased opening hours.
  - Provide a pleasant social environment for the youth of the town.
  - Use the centre for more than sports – clubs, activities – encourage individuals to get involved with groups as a way of tackling social isolation.
  - Consider its suitability as a hub or 'one stop shop'.

## **Ian Morrell**

---

**From:** suec <suec@battbroadbent.co.uk>  
**Sent:** 09 January 2017 16:14  
**To:** Ian Morrell  
**Cc:** Martin Short  
**Subject:** Re: Engine Lane, Allotments  
**Attachments:** Rider(NAI0060003.9.E5F2B).docx; draft lease.pdf; wayleave agreement.pdf; plan.pdf

MS/NAI006-003

Dear Ian

I attach a copy of the draft Lease which I have amended in red and on which I comment and advise as follows:-

1. I attach a reduced size copy of the plan drawn by Martin O'Neill on 2<sup>nd</sup> August 2016 showing the extent of the land to be leased to the Town Council edged in red. Would you please confirm that this is entirely correct.
2. In order to be completely sure about this can you please confirm that the Town Council does not require any access to this land from Hannah More Road.
3. Are you certain that all of the necessary services to the allotment land (if any) run directly from the public highway to the allotment land and do not cross or run over, under or through the land being sold to the Second Nailsea Scout Group?
4. I attach a copy of the Wayleave Agreement dated 1<sup>st</sup> March 1991 and please note from the plan attached to that Agreement that there is an underground electricity cable running along the route marked by the broken black line.
5. In relation to clause 4.1 of the draft Lease clauses (c) and (d) do not appear in the existing Lease of the allotment land. Will these additional reservations in favour of the Landlord cause any difficulty for the Town Council? If so do you wish me to delete these additional clauses?
6. Clause 4.4. Please note that I have added some wording to this clause on the attached Rider to the Lease.
7. Clause 7.1(b). I have added the word "substantial" in this clause in order to try to prevent the Landlord from forfeiting the Lease for breach of a minor covenant.
8. I have added a simple arbitration clause as clause 16 to the Lease on the Rider attached to the Lease as there is a simple arbitration clause in the existing Lease.
9. Please note the amendments which I have made in Schedule 2 of the Lease in clauses 3.2, 5.1 and 6.
10. In clause 7 of Schedule 2 are there any other licences or sub-lettings which the Town Council will need to be able to grant during the term of this Lease?
11. Clause 10. Should we be deleting the repairing obligation in this clause?
12. Please note the obligation in clause 11 re: sewers and drains. This would be a good time for you to review the allotment leases or allotment licences to make sure that they contain all of the necessary covenants as set out in the proposed new Lease. The Town Council must be able to compel the allotment holders to observe and perform such covenants if the Town Council will be liable under these covenants in the main Lease of the allotment site.
13. In clause 12.3 does 5 working days give the Town Council enough time to comply with this condition?
14. In clause 12.5 does this give the Town Council enough time in order to comply? Is it necessary to have clause 12.5 at all?
15. In clause 13.1 and 13.4 I have amended these provisions to state that any such actions must be at the Landlord's cost because the Landlord would be protecting its own asset in these cases.
16. Clause 14. Does this give the Town Council enough time to comply with this condition? Should I request a longer period of time?
17. Note my addition of wording in clause 17.
18. In clause 18 I have struck out "good and substantial" but please let me know if there should be any obligation on the Town Council to keep the allotment land in any particular state of repair and condition.

19. In clause 19.4 is the Town Council able to make sure that it complies with these conditions? Are the allotment holders obliged to clear rubbish on a weekly basis?
20. Should any other obligations be imposed on the Landlord in Schedule 3?
21. With regard to insurance please make sure that the public liability insurance for the allotment land is adequate. It will need to include cover for any trespassers entering the allotment land and injuring themselves or causing damage. This might be a good opportunity to review the level of public liability insurance cover.
22. I am asking NSC to indicate on a plan the position and extent of any neighbouring land which is still owned by NSC so that we can see the extent to which the NSC might be able to benefit from any covenants in respect of neighbouring land. There is nothing in the Lease which requires the Town Council to specifically keep in good repair any particular boundary features. I am however asking NSC to clarify the maintenance of the boundaries.

I look forward to hearing from you.

Kind regards,

Martin Short

Solicitor

[martin.short@battbroadbent.co.uk](mailto:martin.short@battbroadbent.co.uk)

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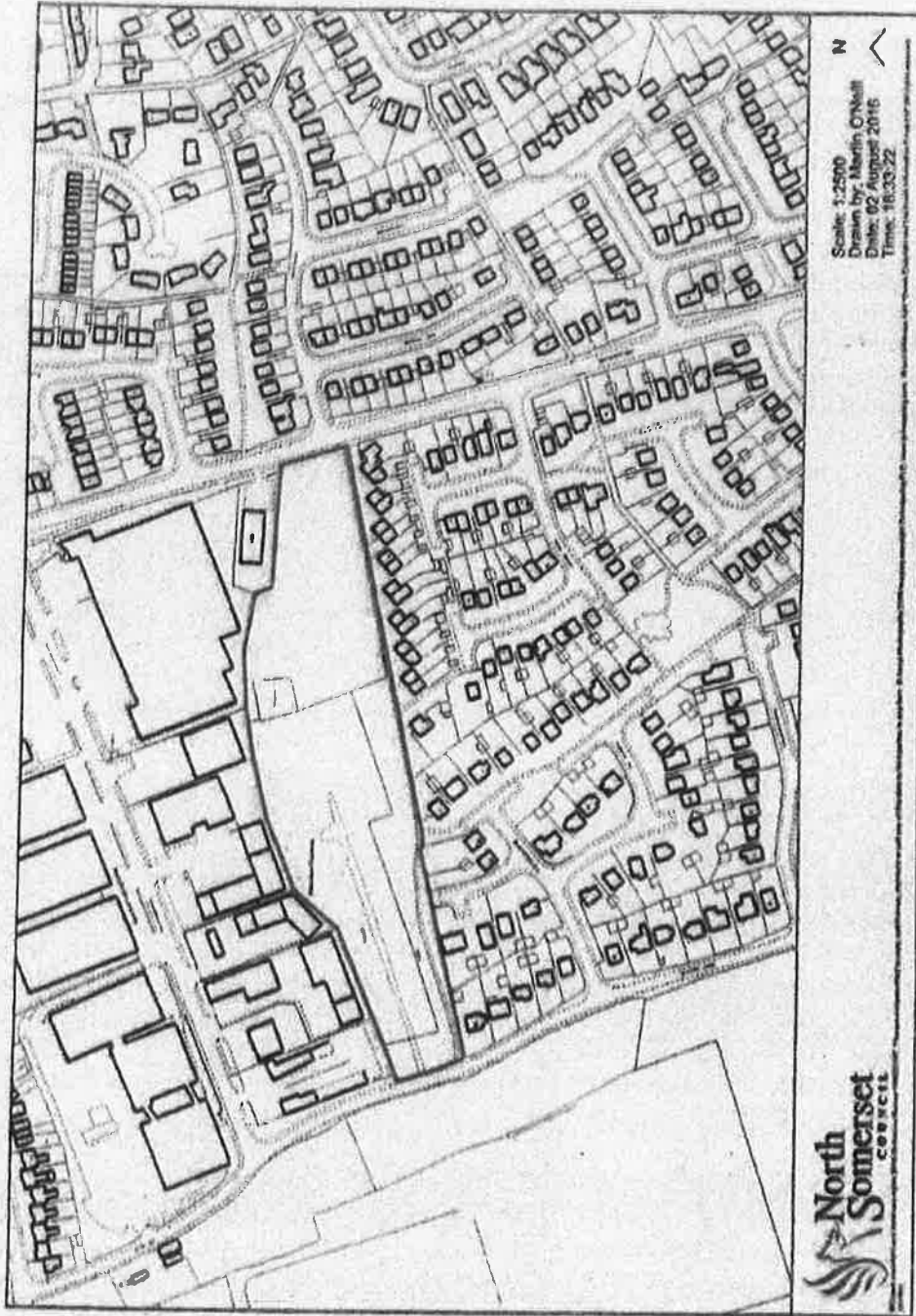
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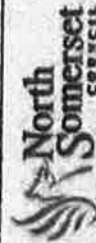
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Scale: 1:2500  
Drawn by: Martin O'Neill  
Date: 02 August 2016  
Time: 16:33:22



**RIDER**

**To the Lease of the Allotment Land and Open Space Land at Engine Lane, Nailsea.**

**Please add the following clauses to the draft Lease:-**

- 4.4 "Provided That in the exercise of such rights the Landlord and its authorised agents shall cause as little loss damage injury nuisance or inconvenience to the Tenant and its authorised occupiers of the Property as possible and provided further that the exercise of such rights does not materially affect the use and enjoyment of the Property for the Permitted Use."

**Clause 16 Arbitration:-**

"If any dispute shall arise between the parties hereto with respect to the construction or effect of any clause in this Lease or otherwise in connection with the Property such dispute shall be determined by a single arbitrator to be appointed by the Landlord and the Tenant or if they fail to agree on the said arbitrator then by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996 as may be amended from time to time".



*Amended Bath Broadbent*

**DATED**

-----

**LEASE**

**OF ALLOTMENT LAND AND OPEN SPACE LAND**

**BETWEEN ENGINE LANE AND HANNAH MORE ROAD, NAILSEA**

**between**

**NORTH SOMERSET DISTRICT COUNCIL**

**and**

**NAILSEA TOWN COUNCIL**

**N P BRAIN  
HEAD OF LEGAL AND DEMOCRATIC SERVICES  
TOWN HALL  
WESTON-SUPER-MARE  
BS23 1UJ  
REF ACM/LS021393**

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**PRESCRIBED CLAUSES**

**LR1. Date of lease**

]

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

**ST247580**

**LR2.2 Other title numbers**

None.

**LR3. Parties to this lease**

**Landlord**

**NORTH SOMERSET DISTRICT COUNCIL**

of Town Hall, Walliscote Grove Road, Weston-super-Mare, BS23 1UJ

**Tenant**

**NAILSEA TOWN COUNCIL**

of The Tithe Barn, Church Lane Nailsea, BS48 4NG

**Other parties**

None

**LR4. Property**

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

**See the definition of "Property" in clause 1 of and Schedule 1 to this lease.**

**LR5. Prescribed statements etc.**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**



None.

**LR5.2 This lease is made under, or by reference to, provisions of:**

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

None.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements reserved in clause 4 to this lease.

**LR12. Estate rentcharge burdening the Property**

None

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

None

**THIS LEASE** is dated

2016

**PARTIES**

- (1) **NORTH SOMERSET DISTRICT COUNCIL** of Town Hall, Walliscote Grove Road, Weston-super-Mare, BS23 1UJ (**Landlord**).
- (2) **NAILSEA TOWN COUNCIL** of The Tithe Barn, Church Lane Nailsea, BS48 4NG (**Tenant**).

**AGREED TERMS**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this lease.

**1.1 Definitions:**

**Base Rate:** the base rate from time to time of Barclays Bank PLC.

**Contractual Term:** a term of twenty five years beginning on, and including the date of this lease and ending on, and including

**Default Interest Rate:** 3% above the Base Rate or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.

**Landlord's Neighbouring Property:** each and every part of the adjoining and neighbouring property in which the Landlord has an interest.

**Permitted Use:** means use as public open space land or as allotments only.

**Plan:** the plan attached to this lease.

**Property:** the land described in Schedule 1.

**Rent:** a peppercorn per annum (if demanded).

**Rent Payment Date:** 1 January in each year.

**Reservations:** all of the rights excepted, reserved and granted to the Landlord by this lease.

**Service Media:** all media for the supply or removal of electricity, gas, water, sewage, and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Third Party Rights:** all rights, covenants and restrictions affecting the Property at the date of this lease in the property register and the charges register of title number ST247580.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to the Tenant's personal representatives, successors in title and assigns.
- 1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.5 Any obligation in this lease on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.6 The expression **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.7 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.
- 1.10 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.12 A reference to **writing** or **written** excludes fax and e-mail.
- 1.13 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.



- 1.14 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.15 A reference to laws in general is a reference to all local, national and directly applicable supranational laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.16 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.17 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.19 References to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

## **2. GRANT**

- 2.1 Subject to the other provisions of this clause, the Landlord lets the Property with full title guarantee to the Tenant for the Contractual Term.
- 2.2 The grant is made excepting and reserving to the Landlord, the Reservations set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made in consideration of the Tenant paying to the Landlord and covenanting to pay the Landlord the following sums as rent:
- (a) the Rent;
  - (b) all interest payable under this lease; and
  - (c) all other sums due under this lease.

## **3. THE RIGHTS**

- 3.1 Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over

neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

**4. THE RESERVATIONS**

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the term;
- (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
- (e) the right to re-route any Service Media on the Landlord's Neighbouring Property and serving the Property; and
- (f) the right to all mines and minerals and substances laying beneath the surface of the Property with the unrestricted right of winning, working and carrying away any of the said minerals or substances;

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property *for the Permitted Use.*

4.2 The Landlord reserves the right to enter the Property, having given reasonable notice to the Tenant (except in the case of an emergency when no notice is required), with its workers, contractors, agents or professional advisers:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations;
- (b) to inspect its condition and state of repair following which the Landlord may give the Tenant a notice of any breach of any of the Tenant covenants of this lease relating to the condition or repair of the Property;

- (c) to carry out any works needed to remedy the breach set out in any notice served under clause 4.2(b) if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice; and
- (d) for any other purpose mentioned in or connected with:
  - (i) this lease;
  - (ii) the Reservations; and
  - (iii) the Landlord's interest in the Property and the Landlord's Neighbouring Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property, which they shall make good to the reasonable satisfaction of the Tenant; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

[See Rider Attached]

## 5. TENANT COVENANTS

The Tenant covenants with the Landlord to observe and perform the covenants in Schedule 2 of this lease.

## 6. LANDLORD COVENANT

The Landlord covenants with the Tenant to observe and perform the covenant in Schedule 3 of this lease.

## 7. RE-ENTRY.

7.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any Rent or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable;
- (b) any <sup>SUBSTANTIAL</sup> breach of any condition of, or tenant covenant in, this lease.

- 7.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

**8. SET-OFF**

The Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than as required by law).

**9. JOINT AND SEVERAL LIABILITY**

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.

**10. ENTIRE AGREEMENT**

- 10.1 This lease constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

- 10.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this lease.

- 10.3 Nothing in this clause shall limit or exclude any liability for fraud.

**11. NOTICES**

- 11.1 A notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause a fax or an e-mail is not in writing;
- (b) given to the Landlord by sending it by prepaid first-class post or other next working day delivery service to the office of the Landlord shown at the start of Page 4;
- (c) given to the Tenant by:



- (i) sending it by prepaid first-class post or other next working day delivery service to the address shown at the start of **Page 4**.

11.2 If a notice is given in accordance with **clause 11.1**, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by prepaid first-class post or other next working day delivery service, on the second working day after posting.

11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

## **12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

## **13. VAT**

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant.

## **14. GOVERNING LAW**

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **15. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

16 Arbitration (see Rider attached)

**This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**

### **Schedule 1 The Property**

1. The allotments and public open space land known as land between Engine Lane and Hannah More Road, Nailsea shown edged red on the Plan including:
  - (a) all Service Media within and exclusively serving the Property;
  - (b) all Landlord's fixtures and fittings in the Property (if any); and
  - (c) all additions and improvements to the Property whenever made.

## Schedule 2 Tenant Covenants

### 1. RENT

- 1.1 To pay the Rent to the Landlord in advance by one instalment on or before the Rent Payment Date by standing order or by any other method that the Landlord from time to time requires by giving notice to the Tenant.

### 2. INTEREST ON LATE PAYMENT

To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Rent or other payment due under this lease and not paid within 28 days following the date it is due. Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.

### 3. RATES AND TAXES

- 3.1 To pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and
- (b) any taxes, other than VAT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

- 3.2 Subject to the same qualifications mentioned in <sup>fairly</sup> paragraph 3.1(a) and paragraph 3.1(b), to pay a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land. *(lawfully and properly due and)*

### 4. UTILITIES

- 4.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, and other services and utilities to or from the Property.
- 4.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

### 5. COMMON ITEMS



5.1 To pay the Landlord on demand a *properly due and* fair/proportion of all costs *and reasonable* payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property. +

5.2 To comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items. +

6. COSTS

To pay to the Landlord on demand the *fair and reasonable* costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) assessed on a full indemnity basis incurred by the Landlord (both during and after the end of the term) in connection with or in contemplation of any of the following: +

- (a) the enforcement of the tenant covenants of this lease;
- (b) preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) preparing and serving any notice under clause 4.2(b).

7. ALIENATION

Not to assign underlet charge part with or share the possession or occupation of the whole or any part of this lease SAVE FOR the letting of the individual allotment gardens. O

8. REGISTRATION

8.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

9. INSURANCE

9.1 The Tenant is to insure and keep the Property insured throughout the Term including fixtures and equipment for their full value with a reputable insurance company and to produce evidence of such policy to the Landlord when reasonably requested.

**10. REPAIR**

- 10.1 To keep the Property in good repair and condition throughout the term including for the avoidance of doubt, but not limited to any structures, equipment, trees and boundary treatments.

**11. SEWERS AND DRAINS**

Not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.

**12. COMPLIANCE WITH LAWS AND NOTICES**

- 12.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media at or serving the Property whether or not used, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

- 12.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

- 12.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

- (a) send a copy of the relevant document to the Landlord; and
- (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

- 12.4 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

- 12.5 To give the Landlord full particulars of any notice order or proposal affecting any neighbouring property as soon as the Tenant is aware of it.

**13. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

13.1 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that encroachment or action, or such other confirmation as the Landlord reasonably requires; and
- (b) do such acts and things <sup>at the Landlord's cost</sup> as the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

13.2 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

13.3 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

13.4 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

- (a) immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that action or obstruction, or such other confirmation as the Landlord reasonably requires; and
- (b) do such acts and things <sup>at the Landlord's cost</sup> that the Landlord reasonably requires to prevent or secure the removal of the obstruction.

**14. NOTIFY DEFECTS**

To give notice to the Landlord of any defect in, or want of repair or damage to, the Property for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

**15. THIRD PARTY RIGHTS**

15.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property and not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

15.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

**16. REMEDY BREACHES**

16.1 If the Landlord has given the Tenant notice under **clause 4.2(b)**, of any breach of any of the Tenant covenants in this lease relating to the repair or condition of the Property, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.

16.2 To pay to the Landlord on demand the costs properly incurred by the Landlord in carrying out any works pursuant to **clause 4.2(c)** (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

**17. INDEMNITY**

*reasonably and properly incurred*  
To indemnify the Landlord against all liabilities, expenses, *costs*, (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any of the Tenant covenants of this lease; or
- (b) any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them.

**18. RETURNING THE PROPERTY TO THE LANDLORD**

At the end of the term to return the Property to the Landlord in ~~good and substantial~~ repair, condition and decoration and in accordance with the Tenant covenants of this lease.

**19. USE**

19.1 Not to use the Property save for the Permitted Use.

19.2 Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the occupiers of any neighbouring property.

- 19.3 Not to use the Property for any noisy, offensive, illegal or immoral purpose nor use or permit any auction to be held on the Property.
- 19.4 Not to permit or allow refuse or rubbish (except manure and compost in such quantities as are reasonably required for use in cultivation in connection with the allotment gardens and to remove not less than once a week all refuse, rubbish and scrap which may have accumulated on the Property and to keep all the vacant land in a clean and tidy condition.
- 19.5 Not to use or permit the use of barbed wire for a fence adjoining any path set out on the Property where such paths are for the use of occupiers of the allotment gardens and all persons using the open space areas
- 19.6 Not to bring, or allow any dog on the allotment gardens unless it is on a lead and onto to permit the keeping of any animals or livestock of any kind on the Property./
- 19.7 Not to erect on the Property any building except garden sheds or the like in connection with the use of the allotment gardens.
- 19.8 Not to make or to permit any change or addition whatsoever in the use of the Property.
- 19.9 Not to excavate or sink any well on the Property, or interfere with any Service Media or to overload any structural part of the Property nor any Service Media, machinery or equipment at or serving the Property.
- 19.10 Not to place erect or permit any sign signboard fascia placard lettering or advertisement on the Property

### **Schedule 3 Landlord Covenant**

#### **1. QUIET ENJOYMENT**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.



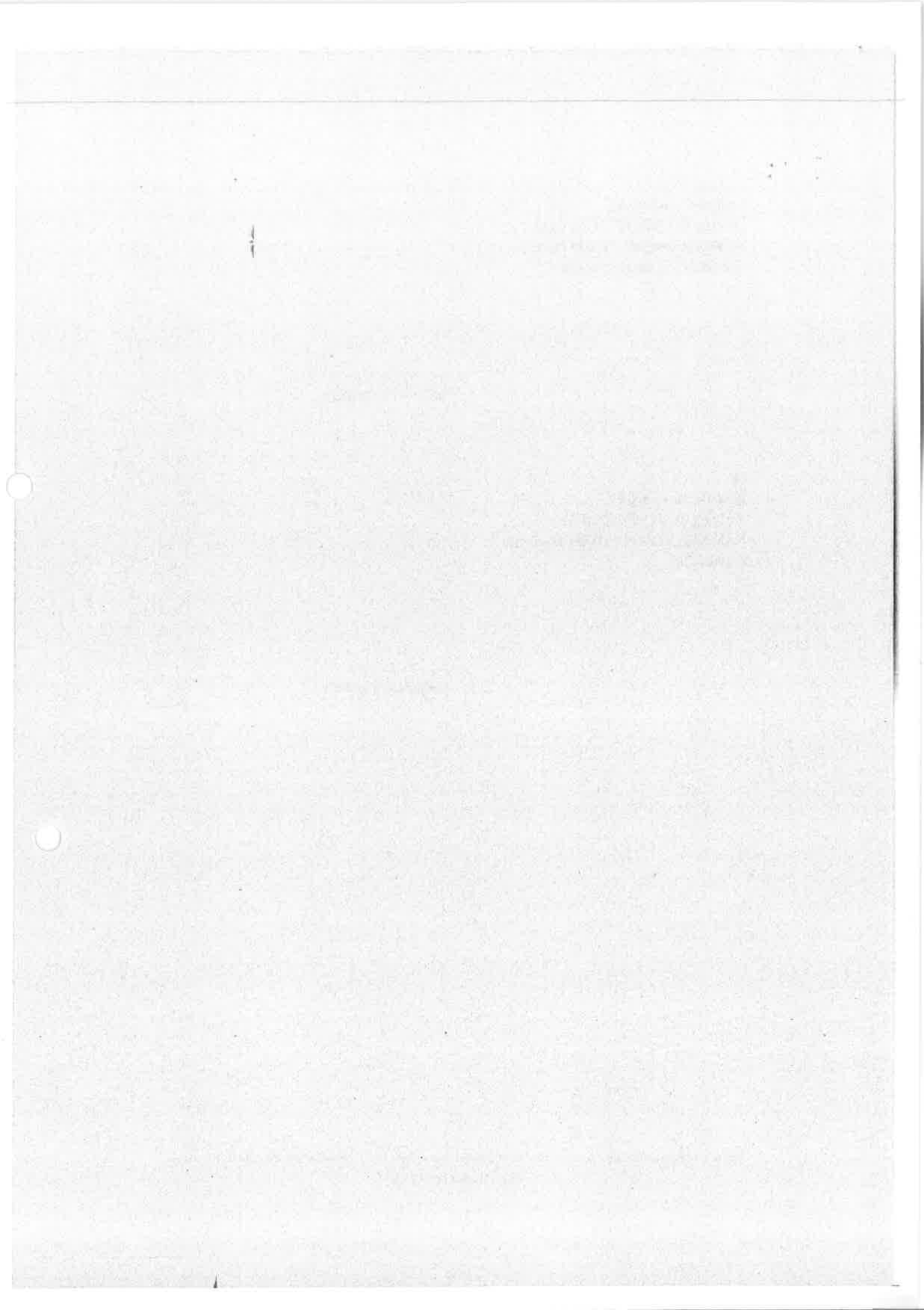
Executed as a deed by  
Affixing the COMMON SEAL of  
**NORTH SOMERSET DISTRICT**  
COUNCIL in the presence of:-

.....  
Authorised signatory

Executed as a deed by  
Affixing the COMMON SEAL of  
**NAILSEA TOWN COUNCIL** in the  
presence of:-

.....  
Authorised signatory





FOR OFFICE USE ONLY

B

FORM FOR USE IN THE CASE OF  
LAND/PREMISES OCCUPIED BY A TENANT

## WAYLEAVE AGREEMENT

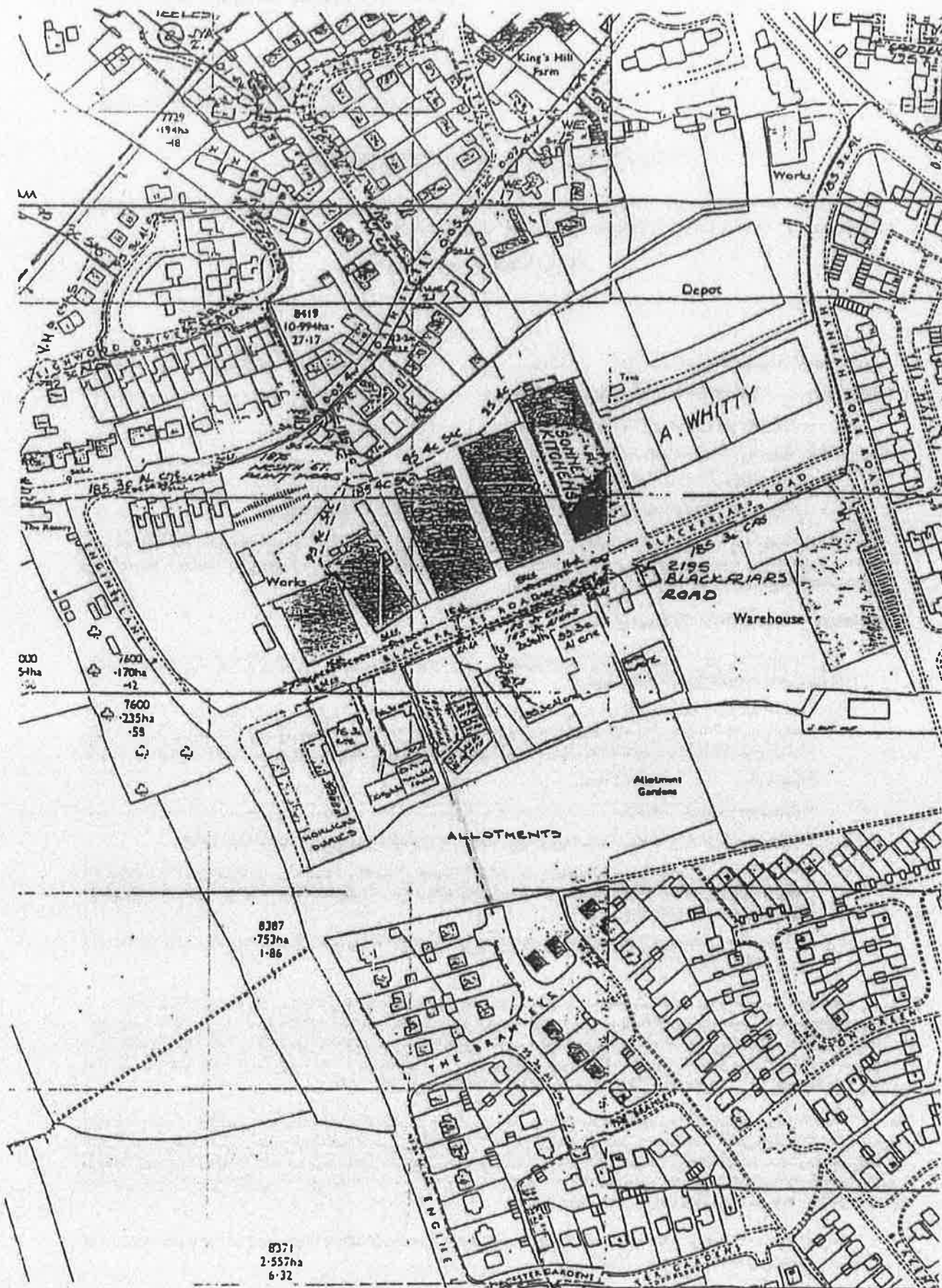
This form has been approved by the National Farmers' Union and the Country Landowners' Association who are prepared to advise on any suggested alterations or modifications.

ELECTRICITY ACT 1969

WAYLEAVE AGREEMENT made the 1st day of March 1991.  
BETWEEN WOODSPRING DISTRICT COUNCIL  
town Hall Weston-super-Mare  
(hereinafter referred to as "the Owner") of the first part  
Nailsea Town Council  
Council Offices Church House Silver Street Nailsea  
(hereinafter referred to as "the Occupier") of the second part and SOUTH WESTERN ELECTRICITY plc  
whose registered office is situate at 800 Park Avenue, Aztec West, Almondsbury, Bristol BS12 4SE  
(hereinafter referred to as "SWEB") of the third part

### WHEREBY IT IS AGREED AS FOLLOWS:-

1. THE Owner and the Occupier hereby consent upon the following terms and without prejudice to any relevant statutory rights of the parties:-
  - (a) To the execution by SWEB at reasonable times and with reasonable despatch of the works described in the First Schedule to this Agreement (hereinafter referred to as "the works") on under and across the land owned by the Owner and occupied by the Occupier as tenant situate at in the Parish of Nailsea  
in the County of Avon
  - (b) To the user maintenance repair alteration renewal inspection and removal of the works;
  - (c) To SWEB felling lopping or cutting in a woodmanlike manner any tree or hedge on the said land which obstructs or interferes with such execution user maintenance repair renewal alteration inspection or removal and
  - (d) To the entry on the said land at all reasonable times by SWEB its officers servants and agents for any of the said purposes.
2. SWEB shall during the continuance of this Agreement pay to the Owner rent and compensation in accordance with the rates published and agreed from time to time jointly by SWEB, the National Farmers' Union and the Country Landowners' Association. The rent and compensation payable shall be calculated in accordance with the provisions of the second Schedule to this Agreement and shall be paid annually, the first payment being apportioned from the date of the commencement of the works.
3. THE Owner agrees with the Occupier that he will at all times during the continuance of the existing tenancy of the Occupier duly claim from SWEB the compensation provided for in Clause 2 of this Agreement and will upon receipt thereof either pay or allow the same to the Occupier. The Owner shall also keep SWEB indemnified against any claims which may be made by his lessees or tenants in respect of all compensation covered by the Second Schedule to this Agreement.
4. SWEB shall maintain and keep the works in good repair and condition so as not to be a danger to the Owner or his tenants or property or employees.



PLAN No 01-3140/W

5. SWEB shall not (except so far as may be necessary for the purposes aforesaid) substantially obstruct or interfere with the use of any road footpath sewer drain watercourse or well that may be crossed by any of the works of SWEB or otherwise impede the free and uninterrupted user of the said land or of any other land buildings or property of the Owner.
6. SWEB shall (except in respect of all matters covered by the Second Schedule to this Agreement) as soon as reasonably practicable make good to the reasonable satisfaction of the Owner and the Occupier any damage to the land buildings chattels or property of whatever description of the Owner or the Occupier caused by or arising out of the execution of the works or user maintenance repair alteration renewal inspection or removal and in particular shall after every operation fill in the ground and so far as possible restore the surface to its former condition including the replacement of soil and turf and the removal of all rubbish and weeds. If for any reason any such damage cannot be made good SWEB shall compensate the Owner and the Occupier therefor.
7. SWEB shall give to the Owner and the Occupier not less than 5 days previous notice (except in cases of emergency when as long notice as practicable shall be given) of the intended execution repair renewal or removal of the works. Where the Owner or the Occupier have indicated the route by which they require SWEB's servants or agents to cross the Owner's land for the purpose of executing repairing renewing inspecting or removing the works SWEB's servants and agents shall follow such route except in cases of emergency or where it is not reasonably practicable to do so.
8. SWEB shall not without the previous written consent of the Owner and the Occupier place erect attach or exhibit on the works any sign notice or advertisement of any kind or nature whatsoever other than the usual "danger notices" and notices required for the proper operation of SWEB's system.
9. SWEB shall at all times keep the Owner and the Occupier and their employees indemnified against all losses damages or expenses which any of them suffer or incur by reason or on account of any wrongful act neglect or omission of SWEB its servants or agents or licensees in connection with the execution user maintenance repair alteration renewal removal or inspection of the works or by reason of any accident (not excluding an Act of God) due to or arising out of the existence of the works on the said land (except such as may be due to or caused by or arise out of the wrongful act or neglect of the Owner or the Occupier or their employees) or by reason of drips from the works provided that nothing in this clause shall exclude the operation of the Law Reform (Contributory Negligence) Act, 1945.
10. NOTHING in this Agreement shall diminish affect or interfere with the right of the Owner and the Occupier to work any mines and minerals in or under the said land in as full and ample a manner as if this Agreement had not been made and in working the said mines and minerals it shall be lawful for the Owner to withdraw vertical and lateral support from the works and the Owner shall not be liable to pay any compensation for damage that may be caused in working the said mines and minerals. Provided nevertheless that any supports for electric lines above ground erected under this Agreement shall be deemed to have been erected in pursuance of powers conferred on SWEB under Section 10 Schedule 4 of the Electricity Act 1989 and SWEB shall accordingly be entitled to the benefit of Schedule 4 clause 6(7) of the Electricity Act 1989.
11. IN the event of the Occupier spraying any crops or pasture by aircraft and an area being left untreated owing to the aircraft's inability to spray close to the line, the Occupier shall take all reasonable steps, including where practicable, treating from the ground, to mitigate loss of crop on the area so left untreated by Aerial Spraying and SWEB will bear the additional cost, if any, of such treating from the ground or if such treating from the ground shall not be reasonably practicable SWEB will pay reasonable compensation for any loss of crop caused by inability to spray from the air close to the line. Provided always the provisions of this clause are conditional upon the Occupier having given written notice to SWEB of his intention to spray from the air in the vicinity of the line or if this shall not be practicable the earliest possible notice that such spraying has taken place.
12. THIS Agreement shall remain in force until determined by the Owner giving to SWEB or SWEB giving to the Owner at any time six months previous notice in writing in that behalf but such determination shall be without prejudice to any statutory rights of SWEB for the time being in force.
13. ON the determination of this Agreement SWEB shall (subject to statutory rights) with all reasonable despatch remove the works and restore the surface of the land to the reasonable satisfaction of the Owner and the Occupier.
14. IF any dispute or difference shall arise between the parties concerning the interpretation of this Agreement or as to their respective rights duties or obligations such dispute or difference shall be referred to a single Arbitrator to be appointed jointly by the parties or failing agreement to be appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors and in any case the Arbitration Act 1950 and the Arbitration Act 1979 or any statutory amendment or re-enactment thereof shall apply to the reference.



15. IN this Agreement where the context so permits "Owner" includes the owner for the time being of the land on or over which the said works are executed, "Occupier" includes the executors administrators and assigns of the Occupier so long as such executors administrators or assigns occupy the said land under the existing contract of tenancy thereof and "SWEB" includes the successors or assigns of SWEB.

16. A copy of this Agreement shall be supplied to the Owner and to the Occupier by and at the expense of SWEB.

#### THE FIRST SCHEDULE referred to

(a) ~~The placing of overhead lines across the land of the Owner shown coloured pink on the attached plan number ..... as indicated so that no part of such line shall be less than 6.71 metres (22 feet) (in the case of 132,000 volt lines) and 5.20 metres (17 feet) (in case of all other lower voltage lines) above the surface of the ground.~~

(b) ~~The erection of ..... towers / poles and ..... stays / struts and appliances for the purpose of supporting the overhead lines in the positions indicated on the attached plan.~~

(c) The laying of underground cables in the positions indicated by broken black lines on the attached plan No. 01-3140/W ..... The approximate length being 60 ..... metres.

(d) ~~The laying of underground earth wires in positions indicated by broken ..... lines on the attached plan No. .... The approximate length being ..... metres.~~

Such erection, placing and/or laying to be subject to such deviation from the positions shown on the said plan as may be approved in writing by the Owner/Occupier.

#### THE SECOND SCHEDULE referred to

##### COMPENSATION

(a) In any year in which the land is cultivated twice and more than one separate and distinct crop is taken off double compensation rates shall be paid.

(b) Land which is strip or paddock grazed will be paid at half arable rate.

(c) When arable land is laid down to grass arable rates shall continue to be paid for the first five years but thereafter the land shall be treated as grass land until it is again ploughed.

(d) Crops which are cul for conservation more than once in two or more successive years will be paid at half arable rate.

(e) Multiple lines - where a second overhead line is routed in the same field of 8.09 hectares (20 acres) or less as an existing overhead line the standard payment for each line is 50% extra. Where a third line is so routed the standard payment for each line is doubled.

(f) For poles and stays in cultivated orchards and hop gardens the following rates apply:-

Commercial dessert or culinary apples  
and pear orchards and hop gardens ..... 1½ times arable rate

Commercial plum orchards ..... 1½ times permanent pasture / long ley rate

Commercial cherry and cider orchards ..... permanent pasture / long ley rate

(g) The compensation payable shall reimburse the Occupier in respect of the following matters arising out of the existence of the works on the land but not further or otherwise namely:-

(i) loss of crops or of the power to cultivate or use the sites of the works and the land immediately adjoining those sites;

(ii) interference with the work of cultivation of the land whereon the works are erected;

(iii) labour required to keep the sites of the works and the land immediately adjoining the same free from weeds and undergrowth.

IN WITNESS whereof the Owner and the Occupier and

Peter Lamb

for and on behalf of South Western Electricity plc and authorised by them in that behalf have set their hands the day and year first above written

SIGNED by the Owner  
in the presence of (Witness)

J Wright (signed)  
(Witness' Signature)  
Name Jayne Wright  
(BLOCK CAPITALS)  
Address Town Hall  
Weston-s-Mare  
Avon

T.E.J. STIMPINS (signed)  
(Owner's Signature)  
Solicitor & Secretary  
for and on behalf of  
WOODSPRING DISTRICT COUNCIL

SIGNED by the Occupier  
in the presence of (Witness)

J Pollard (signed)  
(Witness' Signature)  
Name J Pollard  
(BLOCK CAPITALS)  
Address 3 Bucklands Grove  
Nailsea  
Bristol BS19 2PL

Peter G Weaver (signed)  
(Occupier's Signature)  
Clerk to Nailsea Town Council  
for and on behalf of  
Nailsea Town Council

SIGNED by the Occupier  
in the presence of (Witness)

(Occupier's Signature)

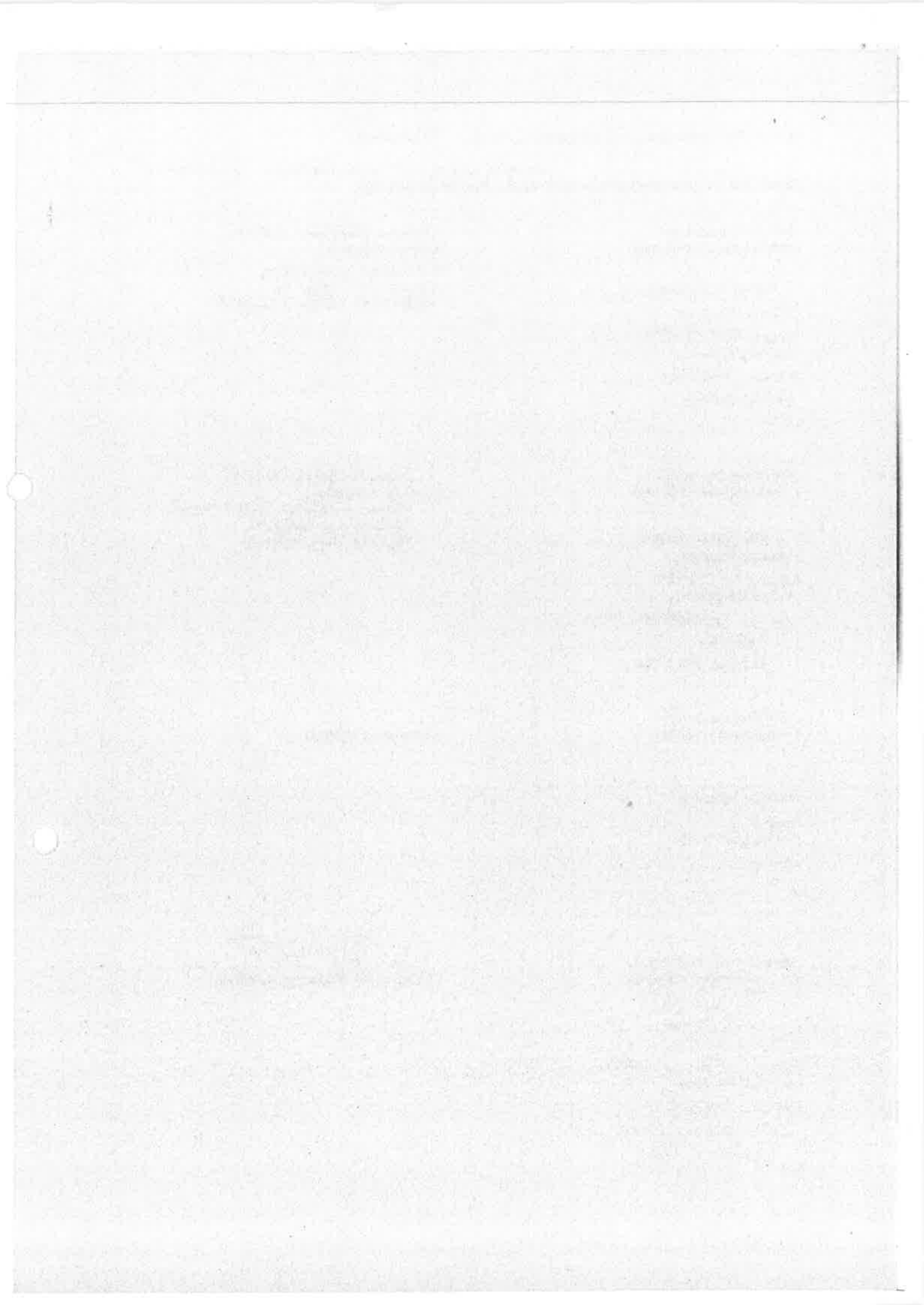
(Witness' Signature)

Name  
(BLOCK CAPITALS)  
Address

SIGNED on behalf of SWEB  
in the presence of (Witness)

G. Clarke  
(Witness' Signature)  
Name G. CLARKE  
(BLOCK CAPITALS)  
Address S.W.E.B.  
168 Locking Road  
Weston-s-Mare

(Signature of SWEB's representative)





## NAILSEA TOWN COUNCIL

### PLANNING COMMITTEE 14 DECEMBER 2016

Minutes of the Planning Committee meeting held on Wednesday  
14 December 2016 at 7.30pm in the Tithe Barn, Church Lane, Nailsea.

**PRESENT:** Cllr Phillips in the Chair, Cllr Barber, Cllr Barclay, Cllr Frappell,  
Cllr Hunt, Cllr Lees, Cllr Middleton, Cllr J.Tonkin, Cllr Wilson and the Clerk.

**P119/16 APOLOGIES.** Cllr Bird, Cllr Jameel and Cllr Packham.

### **P120/16 DECLARATIONS OF INTERESTS**

Cllr Barber did not make a declaration of interest but made a statement that she would not be voting on any of the planning applications as she did not wish to prejudice them prior to their consideration at North Somerset Council.

Cllr Tonkin declared that whilst he would vote on the applications submitted to the committee, as a District Councillor he reserved the right to change his mind at District level, should any application subsequently change.

### **121/16 Confirmation of the minutes of the meeting held on 2 November and 23 November 2016**

Cllr Middleton pointed out that in the minutes of 2 November the vote for planning application 229/16, 6 Ash Hayes Road should read "one abstention" not "one objection." With this change the minutes of the meetings were confirmed as an accurate record and signed by the Chairman.

The Chairman said he would take the first two planning applications and then consider agenda item 5.

### **P122/16 Planning**

#### **a) Consideration of plans received from North Somerset Council**

##### **i) Planning Application 2687/16, 14a The Maples**

The meeting was closed at 7.36pm.

Jane Wray, a resident of the Maples, spoke and referred to a letter from David Pugh-Hardy. The letter said that although he was unable to attend the meeting he hoped the committee would take into account his concerns regarding the proposed development.

The letter went on to say that the current application does not highlight the full potential of this development due to the planning consent agreed for the building of a double garage on the plot. This gives the impression of an open space to the front of properties 13, 14 and potentially 14a, and indicates that the current driveway, to an existing integral garage at no 14 will become a garden, which is extremely unlikely, as access to the garage/storage area will still be required. Mr Pugh-Hardy said that these inaccuracies, and the suggestion that each property would only have one vehicle, is misleading.

He said that with or without the building of the double garage, 14a, as a single storey, one-bedroomed property would be extremely cramped and not in keeping



with the character and pattern of development in the area, which is predominantly three and four-bedroomed properties. Finally, he expressed concerns regarding the disproportionately small garden and overall plot size of the dwelling in such a prominent and visible location. The loss of rear access to no 14 for refuse and garden waste removal is also out of keeping.

Ms Wray said the proposal has added 3m to increase the size of the bedroom but she endorsed the comments regarding the cramped nature of the development, which is out of keeping with the streetscene.

The meeting opened at 7.42pm.

Cllr Hunt said that although the town needs new housing, it must also protect the character of existing areas.

The motion to **recommend REFUSAL** on the grounds previously expressed by the Planning Committee was proposed by Cllr Tonkin and seconded by Cllr Frappell.

The vote was eight in favour and one abstention.

#### **ii) Planning Application 2688/16, Unit 2 Blackfriars Road**

The meeting was closed at 7.48pm.

Andrea Bexon, a resident of North Street spoke against the application. She said that the building was already sublet to JH Scaffolding. A further sub-let of another part of the building for a gymnasium, with extended opening hours, would cause excessive noise and vehicle traffic. If heating/cooling units are installed this will create additional noise. Music from the gym would be a likely disturbance. Car lights shining into nearby properties and security lights would also be intrusions.

The meeting opened at 7.52pm.

Cllr Tonkin said there are a variety of concerns with this application which can only be understood by seeing them on site. Cllr Lees said this is an industrial/factory estate and he was concerned by the proposal for a gymnasium.

The motion to **recommend DEFERRING** a decision pending a site visit, and to request that North Somerset Council delays its decision, was proposed by Cllr Tonkin and seconded by Cllr Lees.

The vote was eight in favour and one abstention.

#### **P123/16 Consideration of a letter regarding the Joint Spatial Plan from Taylor Wimpey**

The meeting was closed at 7.55pm.

In attendance were Andrew Smith, Director of Conversation PR, Gareth Hawke, Strategic Land Project Director at Taylor Wimpey and Dawn Parry, resident of Banwell and former District Councillor acting in a personal capacity.

Andrew outlined that the land being promoted by Taylor Wimpey is in the green belt, and their aim is to have it allocated in the Joint Spatial Plan.

Gareth said the proposal is for 4,500 units and in their opinion is the most sustainable option for major development available to North Somerset Council. Taylor Wimpey owns or has options on 720 acres of land and Gareth said that the scheme could be progressed quickly as much of the preparatory work, including ecology, has already been undertaken. Andrew said that understandably Long Ashton, Barrow Gurney and Dundry are opposed to Taylor Wimpey's plans.

Gareth said there is a knock-on effect of not reviewing the green belt. Inevitably, developers will seek to develop land close to the green belt, therefore development 'leapfrogs' over the green belt which surrounds Bristol, ensuring that people who work in the city have further to travel than if the new development was on the outskirts. He said that for developers there are economies of scale in building near to the edge of cities as, for example, development does not incur the large cost of building or improving roads.

The consequence of not having a green belt review is that more pressure for development is put on places such as Nailsea, Banwell and Churchill. The tendency is for developers to look for any sites they can and to submit planning applications in the expectation that they will go to appeal. In the case of North Somerset, the situation is compounded by the shortage in the five-year land supply. In this situation, the planning authority loses control and the planning system 'transfers' to the Planning Inspectorate.

Concern was expressed that the six-week consultation is simply too short for people to become aware of the process and to respond. However, it was also agreed that this is a lengthy process so there will be other opportunities in the future to try and influence the outcome.

In response to a question from Cllr Tonkin, Gareth said the area being proposed for development is similar to that being promoted in the Regional Spatial Strategy around ten years ago. At that time it was suggested the land could have 9,500 homes built on it. However, the detailed analysis conducted by Taylor Wimpey has resulted in the view that less than 50% of it is developable for housing. These technical constraints will mean that more of the site would have public open spaces.

Cllr Middleton highlighted the Town Council has a long-standing policy of requesting a green belt review. He said that the issues set out by Taylor Wimpey apply to Nailsea, and the town is therefore subject to piecemeal development. He said that greater Bristol is an economic growth hotspot. A shortage of homes restricts economic growth, increasing property prices and making it harder for people to live as well as work in the area.

Dawn Parry said there is some support in Banwell for 5,400 homes as this is viewed as a price worth paying to get a by-pass to alleviate the volume of traffic in the village. However, the infrastructure is never put in place before a development

and there is no guarantee that the funds for the by-pass will be forthcoming. She said that the overspill from Bristol should not have such a large impact on the villages. Cllr Barclay said the Banwell bypass has been considered for 40 years, and that piecemeal development never gets infrastructure in place.

Gareth commented that the other authorities within the Regional Plan are considering green belt sites for development. Cllr Barber said that if one inch of green belt is developed, we will lose it all. Dawn said that the consequence of this approach is that every area outside the green belt is at risk. Cllr Frappell said that a green belt review means considering all land. This would create the opportunity to release poor quality green belt land for development and to protect valuable white land by giving it green belt status.

The meeting opened at 8.38. The Chairman thanked the visitors for their attendance and they left the meeting.

Cllr Tonkin left the meeting at 8.38pm.

#### **P124/16 Planning**

##### **b) Consideration of plans received from North Somerset Council**

##### **iii) Planning Application 2714/16, 14 Porlock Gardens**

Members agreed that the quality of the application was poor. Following discussion, it was proposed by Cllr Lees and seconded by Cllr Wilson

**To recommend REFUSAL on the grounds of over-development.**

The vote was three in favour, two against and three abstentions.

##### **iv) Planning Application 2731/16, 9 Bucklands View**

The Chairman said there was one letter of support for the application.

Following discussion, it was proposed by Cllr Middleton and seconded by Cllr Lees to recommend **REFUSAL** on the grounds that the development is obtrusive to the streetscene and does not respect the building line.

The vote was seven in favour and one abstention.

##### **v) Planning Application 2799/16, 45 St Marys Park**

The motion to recommend **ACCEPT** was proposed by Cllr Middleton and seconded by Cllr Frappell.

The vote was seven in favour and one abstention.

##### **vi) Planning Application 2802/16, Royal Mail Delivery Office, Crown Glass Place**

The motion to recommend **ACCEPT** was proposed by Cllr Lees and seconded by Cllr Middleton.

The vote was seven in favour and one abstention.



**vii) Planning Application 2812/16, 10 Station Road**

The motion to recommend **ACCEPT** was proposed by Cllr Middleton and seconded by Cllr Frappell.

The vote was seven in favour and one abstention.

**viii) Planning Application 2834/16, 1 Valley Gardens**

Members noted that this was a prior approval request.

**c) Planning Decisions**

Noted.

**d) Planning Appeals**

Noted.

**e) Consideration of current enforcement cases**

Noted.

**P124/16 Reports from sub-committees and working parties**

**a) Planning sub-committee, 21 November 2016**

Members discussed the recommendation for the response to the Joint Spatial Plan and Joint Transport Study consultation. Cllr Middleton suggested some additions to the wording in the draft response. (The amended minutes of the Planning sub-committee meeting are attached to these minutes). It was unanimously agreed to submit the full response to the consultation.

The Clerk reported that Cllr Bird had asked for an amendment to the minutes which he read out. It was agreed to make the change.

Cllr Tonkin returned to the meeting at 8.55pm.

**b) Town Centre working party, 2 December 2016**

Cllr Lees asked whether the working party had discussed CCTV. The Clerk said it had not, as the subject will be dealt with as a separate item by a specific working party.

Cllr Middleton asked what could be done to pursue the restoration of Middle Engine Pit. The Clerk said that relevant officers at North Somerset Council do not have the time to focus on this issue, despite the fact the site is on the Historic England 'At Risk' Register. Having said this, North Somerset Council has not taken up the opportunity to work more closely with the Town Council: in particular, the Clerk highlighted that any improvement scheme would rely heavily on what major grant funders would be prepared to support. He had made numerous offers to work with North Somerset Council in discussing the project with the Heritage Lottery Fund, but this essential element of developing any plan for the future of Middle Engine Pit has not been taken up.

Cllr Barber and Cllr Tonkin said they would see if they could bring any influence to bear.

**P125/16 Financial Matters**

**a) Statement of Income and Expenditure for the Committee to 7 December 2016**

Noted.

**P126/16 To consider the issues relating to the development of a Neighbourhood Plan**

Members noted the comments in the Clerk's Report.

Cllr Lees said that having had the discussions about the subject he had no appetite for pursuing a Neighbourhood Plan. It would not be possible to include housing allocations in a Neighbourhood Plan, as one area favoured by the Town Council is in Wraxall, within the green belt. Cllr Lees said that unless there was a green belt review the views of residents could not be fully expressed. In his opinion, without this review it is inevitable that the land on Youngwood Lane would be built on.

There was discussion on the possibility of having a plan which did not include housing, but it was agreed that this would still involve a lot of work, with no certainty that the Plan would be approved in a referendum.

**127/16 Consideration of a proposal for the Town Council to take over maintenance of a piece of public open space if the appeal against the refusal of the planning application for a 3-bed dwelling on the Triangle of land off Station Road (opposite Ash Hayes Road) is successful, see Clerk's Report and Unilateral Undertaking**

Members reiterated their opposition to the proposed development on the land. Concern was expressed that any consideration of taking over the land would facilitate the application being approved by North Somerset Council.

It was proposed by Cllr Tonkin and seconded by Cllr Wilson

**RESOLVED** that the Town Council reiterates its opposition to the planning application and that it does not want to take a parcel of the land: it will await the outcome of the planning application.

The vote was seven in favour and two objections.

**P128/16 Trees and Tree Preservation orders**

Noted.

**P129/16 Publications**

**a) 'Streetscene' the newsletter of North Somerset Council's Street and Open Spaces Department, November 2016**

This was taken by Cllr Barclay, who will pass it on to Cllr Wilson.

**b) 'Countryside Voice' the magazine of the Campaign to Protect Rural England Annual Review, winter 2016**

This was taken by Cllr Barclay, who will pass it on to Cllr Wilson.

**c) 'Fieldwork', the newsletter of the Campaign to Protect Rural England,  
winter 2016**

This was taken by Cllr Barclay, who will pass it on to Cllr Wilson.

**P130/16 Any Other Business**

- a) The Clerk reported that he and Cllr Andy Cole have been in regular contact recently with a resident concerned about the development at 59 Station Road. The essence of his complaint regards the planning application process, the scale of the new dwelling and in particular the new access which impacts on Horwood Road, which is privately owned. He has complained to North Somerset Council who have investigated the planning process and found nothing untoward. The resident is aware that the Town Council has no powers to intervene, but wanted councillors to be aware of his concerns.
- b) Cllr Barber asked for feedback from councillors on how the approx. £6,000 of S106 money allocated to the Rose Garden could be spent.
- c) Cllr Barber reported that contrary to her previous understanding, North Somerset Council would be restricting residents to a maximum of two green waste bins per household.

The meeting closed at 9.18pm.

Chairman's signature: \_\_\_\_\_ Date: \_\_\_\_\_



# **NAILSEA TOWN COUNCIL - PLANNING COMMITTEE MEETING 14 DECEMBER 2016**

A list of planning applications received from North Somerset Council with comments from the above committee.

TC REF NO	APPL NO	CAT	LOCATION ROAD	LOCATION NO	APPLICANT	PROPOSAL	COMMENTS
4751	2687/16	F	The Maples	14	Mr R Dicks	Proposed new single storey attached 1 - bedroom dwelling.	Recommend <b>REFUSAL</b> on the grounds that the proposed development is out of character with other properties and the streetscene, conflicting with policies GDP/3 and CS12, and the application is misleading by not referencing the separate application for a garage and the attendant loss of external parking.
4752	2688/16	F	Blackfriars Road	Unit 2	Mr M Bembridge	Change of use from B1c/B8 to D2 of a portion (approximately 1/5) of unit 2.	Recommend <b>DEFERRING</b> a decision pending a site visit, and to request that North Somerset Council delays a decision on the application.
4753	2714/16	F	Porlock Gardens	14	Mr C Carter	Single storey rear extension.	Recommend <b>REFUSAL</b> on the grounds of over-development.
4754	2731/16	F	Bucklands View	9	Mr & Mrs Holloway	Conversion of existing garage to domestic use. Construct new double garage.	Recommend <b>REFUSAL</b> on the grounds that the development is obtrusive to the streetscene and does not respect the building line.
4755	2799/16	F	St Marys Park	45	Mr & Mrs C Waller	Single storey front extension, following demolition of existing front porch.	Recommend <b>ACCEPT</b> .

4756	2802/16	F	Crown Glass Place	Royal Mail Delivery Office	Royal Mail Group	Construction of a new access ramp and steps to provide a new public entrance to the Royal Mail Delivery Office. Works include for forming an opening to the masonry panel and the installation of a new vehicle rising arm access barrier to the existing yard entrance.	Recommend <b>ACCEPT</b> .
4757	2812/16	F	Station Road	10	Mrs Laura Hinton	Erection of new side garage.	Recommend <b>ACCEPT</b> .
4758	2834/16	HHPA	Valley Gardens	1	Mr & Mrs Symes	Prior approval request for the erection of a single storey rear extension that would 1: extend beyond the rear wall of the original house by 4.5 metres; 2: have a maximum height of 3.6 metres and 3: would have eaves that are 2.5 metres high.	Noted.

## NAILSEA TOWN COUNCIL

### PLANNING COMMITTEE 11 JANUARY 2017

Minutes of the Planning Committee meeting held on Wednesday  
11 January 2017 at 7.30pm in the Tithe Barn, Church Lane, Nailsea.



**PRESENT:** Cllr Phillips in the Chair, Cllr Barber, Cllr Barclay, Cllr Bird, Cllr Frappell, Cllr Hunt, Cllr Lees, Cllr Middleton, Cllr Packham, Cllr J.Tonkin, Cllr Wilson and the Clerk. In attendance, Cllr J.Blatchford, Cllr M.Blatchford, Cllr Hamblin, Cllr Heappey (from 7.33pm), Cllr Holt, Cllr Petford, Cllr Ponsonby and Cllr A.Tonkin.

**P13116 APOLOGIES.** Cllr Jameel.

### **P132/16 DECLARATIONS OF INTERESTS**

Cllr Barber did not make a declaration of interest but made a statement that she would not be voting on any of the planning applications as she did not wish to prejudge them prior to their consideration at North Somerset Council.

Cllr Frappell declared a personal interest in applications 2867/16, 2871/16, 2872/16, 68 Silver Street as she lives opposite and knows the applicant.

Cllr Hunt declared a personal interest in applications 2910/16, 25 Milton Close, 2971/16, Nurse Bottom Cottage, West End and 2986/16, 4 Bucklands Grove, as the applicants are known to her.

Cllr Packham declared a personal interest in application 2910/16, 25 Milton Close as the applicant is known to him.

Cllr Tonkin declared a personal interest in applications 2867/16, 2871/16, 2872/16, 68 Silver Street and 2971/16, Nurse Bottom Cottage, West End as the applicants are known to him.

Cllr Tonkin declared a prejudicial interest in application 2986/16, 4 Bucklands Grove as the applicant is a client.

Cllr Tonkin declared that whilst he would vote on the applications submitted to the committee, as a District Councillor he reserved the right to change his mind at District level, should any application subsequently change.

The Chairman explained that because of public attendance application 2688/16, Unit 2 Blackfriars Road, would be considered, after which the meeting would be suspended to allow the additional Town Council meeting to take place. When the Town Council meeting was finished the Planning Committee meeting would resume.

Cllr Phillips explained to the members of the public that as there was a Town Council meeting taking place there were councillors in attendance who were not members of the Planning Committee and who could not therefore vote on any applications.

## **P133/16 PLANNING**

### **a) Consideration of Plans received from North Somerset Council**

#### **i) Planning Application 2688/16, Unit 2 Blackfriars Road**

The Chairman summarised the application. He then closed the meeting at 7.38pm and introduced the applicant, Matt Bembridge.

Mr Bembridge said that he is an inventor and his next project is in developing physiotherapy aids for stroke victims. The gym would create an opportunity for carrying out research as well as marketing his products. He would not be running large classes. He confirmed that the application includes 25 parking spaces, including 2 for disabled users.

He acknowledged objections raised by adjacent residents. He said that as there would be no heavy vehicles going to the rear of the building, noise should not be a problem. He would not be installing security lights, which if he did, might be intrusive. Also, the existing high fence and evergreen trees act as a barrier with neighbours. Cllr Bird asked if he would improve the boundary and Mr Bembridge said he would consider it but questioned whether it was necessary.

The meeting was opened at 7.46

Cllr J.Tonkin asked about the plans for the scaffolding company. Mr Bembridge said the expectation was that by the time the gym opened the scaffolding company would have relocated.

Cllr Packham said this was an exciting opportunity and he would expect the noise from gym customer parking to be no worse than that generated by the scaffolding company. However, if planning approval was given the disturbance should be monitored.

Cllr J.Tonkin said he applauded the concept, but he had already suggested to Mr Bembridge that outside normal business hours parking should be at the front of the building to reduce noise for neighbours.

The motion to **recommend ACCEPT** was proposed by Cllr Hunt and seconded by Cllr Frappell.

The vote was nine in favour and two abstentions.

The meeting adjourned at 7.51pm for the Town Council meeting to start.

Cllrs Hamblin, Petford and A.Tonkin left after the Town Council meeting and prior to the resumption of the Planning Committee meeting.

The meeting resumed at 8.45pm.

Cllr Ponsonby asked the Chairman if application 3030/16 Land to the West of Engine Lane, submitted by Barratt Homes could be considered first.



Cllr Phillips said that as this was a request to the planning authority for a screening opinion it was for information only, and therefore he was proposing that it would not be discussed at the committee.

Cllr Ponsonby thanked Cllr Phillips.

Cllrs J.Blatchford, M.Blatchford, Heappey, Holt and Ponsonby left the meeting.

**ii) Planning Application 2861/16, 15 Heath Road**

The Chairman noted that two residents had made comments on the application which were relevant to the implementation of any planning consent and the maintenance of boundaries.

The motion to **recommend ACCEPT**, subject to the comments made by residents being taken into account, was made by Cllr Packham and seconded by Cllr Lees.

The vote was ten in favour and one objection.

**iii) Planning Application 2867/16, 68 Silver Street (Listed Building consent)**

It was proposed by Cllr Phillips and seconded by Cllr Tonkin

**RESOLVED** that the Council would have no comment on planning applications 2867/16 and 2871/16 and would leave the decision to the Conservation Officer.

The vote was ten in favour and one abstention.

**iv) Planning Application 2871/16, 68 Silver Street (Listed Building consent)**

See iii) above.

**v) Planning Application 2872/16, 68 Silver Street (Listed Building consent)**

Cllr Frappell said that in her view the loss of a section of stone wall was outweighed by the benefit of providing off-street parking.

The motion to **recommend ACCEPT** was proposed by Cllr Packham and seconded by Cllr Bird.

The vote was five in favour and six abstentions.

**vi) Planning Application 2887/16, 4 Wookey Close**

The motion to **recommend ACCEPT** was proposed by Cllr Packham and seconded by Cllr Middleton.

The vote was nine in favour and two abstentions.

**vii) Planning Application 2895/16, 120 High Street**

As this is a prior approval request the Committee made no comment.

**viii) Planning Application 2901/16, 15 Holly Close**

The motion to **recommend ACCEPT** was proposed by Cllr Lees and seconded by Cllr Wilson.

The vote was nine in favour and two abstentions.

**ix) Planning Application 2902/16, 76 North Street**

Cllr Barclay asked whether the land at the front of the property is owned by North Somerset Council. [POST-MEETING NOTE: the Clerk confirmed that the land is not owned by North Somerset Council.]

Cllr Hunt said she was averse to fencing-in an open space.

Cllr Middleton said that a fence would have an unfortunate impact on the open aspect of this space which is on a corner plot.

Cllr Lees said that he was involved in the original development, and the open aspect of the properties in Leighwood Drive was part of the design ethos.

It was proposed by Cllr Middleton and seconded by Cllr Wilson

**RESOLVED** to recommend **REFUSAL** of the application on the grounds of the loss of the open aspect of the streetscene and the impact on visual amenity.

The vote was nine in favour and two abstentions.

**x) Planning Application 2908/16, 11 Shetland Way**

The motion to **recommend ACCEPT** was proposed by Cllr Middleton and seconded by Cllr Packham.

The vote was ten in favour and one abstention.

**xi) Planning Application 2910/16, 25 Milton Close**

The Chairman noted the comments from a resident supporting the application.

The motion to **recommend ACCEPT** was proposed by Cllr Middleton and seconded by Cllr Lees.

The vote was eight in favour and three abstentions.

**xii) Planning Application 2941/16, 4 High Street**

As this is a prior approval request the Committee made no comment.

**xiii) Planning Application 3030/16, Land to the West of Engine Lane**

This is a request for a screening opinion, not a planning application, and as a result of this and also because it relates to land in the Town Council's ownership the Committee made no comment.



The Chairman said that the following applications, which have a target date after the next scheduled meeting on 1 February would be deferred until then.

- 2963/16, 7 Fern Grove
- 2971/16, Nurse Bottom Cottage
- 2986/16, 4 Bucklands Grove
- 3018/16, 44 Station Road

The meeting closed at 9.06pm.

Chairman's signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **NAILSEA TOWN COUNCIL - PLANNING COMMITTEE MEETING 11 JANUARY 2017**

A list of planning applications received from North Somerset Council for your consideration.

TC REF NO	APPL NO	CAT	LOCATION ROAD	LOCATION NO	APPLICANT	PROPOSAL	COMMENTS
4752	2688/16	F	Blackfriars Road	Unit 2	Mr M Bembridge	Change of use from B1c/B8 to D2 of a portion (approximately 1/5) of unit 2. <b>DEFERRED</b> from the planning meeting on 14 December 2016 due to lack of plans and a site visit.	<b>Recommend ACCEPT.</b>
4759	2861/16	F	Heath Road	15	Fitzpatrick	Two single storey extensions and a roof extension to create a first floor.	<b>Recommend ACCEPT</b> , subject to the comments made by residents being taken into account.
4760	2867/16	LB	Silver Street	68	Mr Geoff Downing	Listed Building consent for the replacement of windows on the east and west elevation.	No comment. The Council leaves the decision to the Conservation Officer.
4761	2871/16	LB	Silver Street	68	Mr Geoff Downing	Listed Building consent to partition a first floor bedroom with a wood stud wall to create a shower room with an extractor fan to be placed on the flat roof above. To install gas to the property and install gas central heating system including radiators to each room. Installation of 3no. lintels at the rear of the property.	No comment. The Council leaves the decision to the Conservation Officer.

4762	2872/16	LB	Silver Street	68	Mr Geoff Downing	Listed Building consent for the demolition of the front boundary wall and construction of 2no. 1m high stone pillars. Creation of block paving hard standing for off street parking.	<b>Recommend ACCEPT.</b>
4763	2887/16	F	Wooley Close	4	Mr & Mrs R Warn	First floor front extension including new roof and dormer and ground floor side/rear extension following removal of conservatory.	<b>Recommend ACCEPT.</b>
4764	2895/16	CUPA	High Street	120	Mr Darren Tape	Prior approval for change of use from First Floor offices (B1 (a) use) to 4no. Flats (Class C3 use).	No comment.
4765	2901/16	F	Holly Close	15	Claire Neary	Erection of single storey side extension.	<b>Recommend ACCEPT.</b>
4766	2902/16	F	North Street	76	Adrian Proctor	Erection of a fence.	<b>Recommend REFUSAL</b> on the grounds of the loss of the open aspect of the streetscene and the impact on visual amenity.
4767	2908/16	F	Shetland Way	11	Mr & Mrs Spencer	First floor side extension over garage and a two storey extension to rear of garage.	<b>Recommend ACCEPT.</b>
4768	2910/16	F	Milton Close	25	Mr M Regan	Two storey side extension.	<b>Recommend ACCEPT.</b>
4769	2941/16	CUPA	High Street	4	Lunar Office Sarl	Prior approval for a change of use from B1 (a) Business offices on ground floor to 4no. Class C3 dwelling houses.	No comment.

4770	2963/16	F	Fern Grove	7	Mr Nigel Morris	Erection of single storey side/rear extension.	Deferred to the meeting on 1 February.
4771	2971/16	F	West End	Nurse Bottom Cottage	Mr & Mrs R Cox	Single storey rear extension and a two storey extension to end of cottage.	Deferred to the meeting on 1 February.
4772	2986/16	F	Bucklands Grove	4	Mr & Mrs Crook	Erection of a 3no. bedroom dwelling to include a garage at basement level. Creation of a new vehicular access into Bucklands Grove.	Deferred to the meeting on 1 February.
4773	3018/16	F	Station Road	44	Ms T Want	Proposed 3 bay carport.	Deferred to the meeting on 1 February.
	3030/16	EIA1	Land to West of Engine Lane		BDW Trading Ltd (Barratt Homes), C/O Agent	Screening opinion as to whether an Environmental Impact Assessment is required for a proposed development of up to 195 dwellings, open space, sustainable urban drainage, vehicular accesses off Engine Lane, pedestrian and cycle accesses, related infrastructure and engineering works; provision of replacement playing fields including drainage and associated infrastructure - THIS IS NOT A PLANNING APPLICATION.	No comment.

## **NAILSEA TOWN COUNCIL – ENVIRONMENT AND LEISURE COMMITTEE**

Minutes of the Environment and Leisure Committee held on Wednesday 18 January 2017 at 8.42pm in the Tithe Barn, Church Lane, Nailsea.



**PRESENT:** Cllr Petford in the Chair, Cllr Barber, Cllr Barclay, Mrs Brady, Mr Brierley, Cllr Frappell, Cllr Hamblin, Cllr Hunt, Cllr Middleton, Cllr Packham, Cllr A.Tonkin, Cllr J.Tonkin, Cllr Wilson and the Clerk. In attendance Cllr Lees.

**EL01/17 APOLOGIES** were received and accepted from Cllr Holt and Cllr Ponsonby.

### **EL02/17 DECLARATIONS OF INTERESTS**

Cllr Hunt declared an interest as she lives near to the Grove Sports and Social Club.

Cllr Lees declared an interest as he is a member of the Trendlewood Park Management Committee.

**EL03/17 MINUTES** of the meeting of the committee held on 23 November 2016 were signed by the Chairman as a correct record.

### **EL04/17 PLAYING FIELDS AND PLAY/RECREATION AREAS**

#### **a) Report by representative of Nailsea Playing Fields Association and Grove Sports and Social Club.**

Mrs Brady made the following report:

The most recent meeting of the NPFA was on Thursday 12 January 2017 and the next will be 16 March. The work on two soakaways has been completed and the bill paid by the Town Council. Thank you once again. Grove has acknowledged that any necessary work on the third soakaway will need to be funded by the Club. There are currently more pressing issues.

There has only been one football match cancellation to date this season and the grounds are in good condition. We do still have a dog faeces problem and Maureen will obtain contact information for the North Somerset Community Support Officer as this also affects the pre-school children's use of the facilities.

NPFA Committee has asked me to enquire as to the outcome of the grant request for some funding towards car park marking.

The Grove Sports and Social Club held meetings on 12 December 2016 and 16 January 2017. The driveway lights and timer should be replaced within the next two weeks. The garage roof is also scheduled to be completed this month. Grove will pay the bill in total and, through Nailsea Cricket Club as the applicants, will ask the Town Council for the £2,000 grant agreed. Thank you once again for the financial support.

We are liaising with North Somerset planning to establish the regulations associated with the replacement of roof cladding as we may consider varying the material or colour when it becomes necessary to replace the flat roofs in a staged maintenance project. We are continuing with the gradual external painting.



John Fox is working to obtain ECB (English Cricket Board) grant funding towards an update of the boiler system and improvements to the male changing rooms and showers.

We have determined that the re-siting of the lounge bar is a long-term project with issues such as the fire exit, kitchen access and reorganisation of the available seating space needing careful planning. In the meantime we have modernised the appearance of the existing bar at a minimal cost.

Our defibrillator fund stands at £543 and we have applied to Etex Building Performance Ltd for a donation under their community funding system.

This time of year is usually less busy and we are monitoring our expenditure accordingly. However, we do now have a cushion of £10,000 and sufficient funds in our current account to meet this month's expenditures.

The Chair thanked Mrs Brady for her report.

Cllr Packham said that the proposed expenditure on the roof is significant and asked where the funds would come from. Mr Brierley responded that the work would have to be carried out in stages as funds were available. This would make the total job more expensive, but was the only feasible way of carrying it out. In addition to the technical issues there is a need to consider planning consent.

Cllr Frappell asked how long the patching-up of the building could continue.

Cllr Hunt asked if there was any asbestos in the roof and Mr Brierley said there was none to the best of his knowledge.

Cllr Barber asked whether a pitched roof had been considered. Mr Brierley said that the building was not designed for one, so they would have to retain a flat roof.

The Clerk commented that regarding the proposed white-lining, the Finance and Policy committee had referred this back for more detail, although it had allocated a budget. Mrs Brady said that elements of the proposal were for health and safety, such as 'keep-clear' areas, and others, such as marking out parking bays, were for convenience.

It was proposed by Cllr Middleton and seconded by Cllr Frappell

**RESOLVED**            **to ask Mrs Brady to itemise the safety related items, with the associated costs.**

The vote was unanimous.

Mrs Brady and Mr Brierley left the meeting at 9.02pm.

## **EL05/17 FINANCIAL MATTERS**

### **a) Statement of Income and Expenditure to 10 January 2016**

Noted.



**EL06/17 TRENDLEWOOD PARK**

**a) Consideration of an update on the management of Trendlewood Park**

Cllr Lees commented that the AGM was being held on 19 January and there is a Friends of Trendlewood Park Management Committee meeting being held on 25 January. Among other things the meeting would be considering appointing a consultant to assess the Kenn Hedge and make proposals to be incorporated into the management Plan. He said he still has concerns about the management of the Park in terms of the objectives and if further budget cutbacks are made by North Somerset Council he could only see the situation getting worse.

Cllr Hunt said that if any residents have criticisms of the management of the Park they have the option of joining the Friends Group and contributing to the work they do.

Cllr Barber said that the Green Team that works in the Park is made up of people with learning disabilities and the funding for this is not likely to change. She said that the management of the Park is dependent on volunteers, and they are fulfilling the 5-Year Management Plan approved by North Somerset Council, following consultation.

Cllr Packham said that the Friends of Trendlewood park are doing the best job they can. Cllr Barber said that she had been involved with Cllr Andy Cole in getting feedback from residents and that with regard to criticisms of what is being done in the Park "the strength of feeling is not high".

**EL07/17 TO NOTE A 'BRIEF HISTORY OF MOOREND SPOUT' BY DR TERRY SMITH**

Members asked the Clerk to congratulate Dr Smith for this informative and important piece of work.

**EL08/17 TO CONSIDER ATTENDING A WORKSHOP ON B&NES AND NORTH SOMERSET BROADBAND ON 26 JANUARY**

Noted. Members commented that there have been stated aspirations for North Somerset to have first class broadband, but this has not yet come to fruition.

Cllr Lees said that the Avon Local Councils Association is particularly promoting the need to improve broadband in the region.

**EL9/17 ANY OTHER BUSINESS**

- a) The Clerk reported that there is a site meeting with a representative of Churchill Retirement Living on 30 January at 11.30am to discuss the handover of the piece of land adjacent to Sapphire Lodge.
- b) The Clerk reported that at the last meeting it was agreed to set up a working party to review the town's CCTV, but due to other priorities and workload it would be unlikely that he could allocate time to this in the near future.

The meeting closed at 9.17pm.

Chairman's signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **NAILSEA TOWN COUNCIL – FINANCE AND POLICY COMMITTEE**

**25 JANUARY 2017**

Minutes of the Finance and Policy Committee meeting held on Wednesday 25 January 2017 at 8.42pm in the Tithe Barn, Church Lane, Nailsea.

**PRESENT:** Cllr J Blatchford in the Chair, Cllr M. Blatchford, Cllr Frappell, Cllr Heappey, Cllr Holt, Cllr Hunt, Cllr Lees, Cllr Middleton, Cllr Packham, Cllr Phillips, Cllr Ponsonby, Cllr A. Tonkin, Cllr Wilson and the Clerk.



**FP01/17 APOLOGIES.** None.

**FP02/17 DECLARATIONS OF INTERESTS**

None.

**FP03/17 MINUTES** of the meeting of the Committee held on 7 December 2016 were signed by the Chairman as a correct record.

**FP04/17 FINANCIAL MATTERS**

**a) Statement of Income and Expenditure as at 16 January 2017**

The report was noted.

With regard to budget 4870 Christmas Lights – Purchase, Cllr Ponsonby requested that any underspend at the year end be put into reserves to assist in continuing to improve the annual display of lights. Members agreed that the 2016 display was excellent.

It was proposed by Cllr Ponsonby and seconded by Cllr Holt

**RESOLVED** to transfer any underspend in budget 4870 at the financial year end into reserves for future purchases of Christmas lights.

The vote was unanimous.

**b) Summary of cash and reserves**

Noted.

**c) Payments made and income received from 28 November 2016 – 16 January 2017**

Noted.

**d) To note that the approved precept request of £457,606 represents a Band D equivalent charge of £74.42. The figure for 2016-17 is £75.22.**

Noted.

**FP05/17 CONSIDERATION OF THE TERMS OF THE ACQUISITION OF THE FOLLOWING SITES**

**a) Land at Sycamore House owned by Churchill Retirement Living (freehold)**

It was agreed that the current condition of the land is not acceptable. The Clerk confirmed that a site meeting is being held with Churchill Retirement Living to clarify remaining issues before the land transfer.

It was proposed by Cllr Middleton and seconded by Cllr Heappey

**RESOLVED** to authorise the Chairman and the Clerk to sign the contract documents once they are satisfied that agreed works to the site have been carried out by Churchill Retirement Living.

The vote was unanimous.

**b) Land at Hannah More Road, including the Engine Lane allotments (leasehold)**

The pack sent out to members with the meeting papers was not complete, therefore this matter was deferred.

**c) To consider commissioning a surveyor to precisely map the sites being acquired**

Cllr J.Blatchford strongly recommended that a survey was conducted. Cllr Hunt added that the Allotments Working Party had been considering the surveying of all the individual allotment plots and had concluded that it is too much work for one volunteer to carry out.

It was proposed by Cllr Lees and seconded by Cllr Wilson

**RESOLVED** to agree to get survey drawings of the sites being acquired, namely Hannah More Park and the boundary of the Engine Lane allotments; the Skatepark and the land on Stockway South. Further, to identify the costs of having a professional survey conducted for all the allotment plots on both sites.

The vote was unanimous.

**FP06/17 CONSIDERATION OF THE ANNUAL RISK ASSESSMENT CARRIED OUT BY THE RISK ASSESSMENT AND ASSET MANAGEMENT WORKING PARTY, DECEMBER 2016**

Cllr Packham said that as part of the Risk Assessment review changes had been made to a number of risks, following the implementation of mitigation measures. Cllr Middleton said that carrying out the review is a valuable discipline.

Cllr M.Blatchford said that the possibility of a judicial review on the sale of the land on Engine Lane should be added to the Risk Register.

It was proposed by Cllr Packham and seconded by Cllr Hunt

**RESOLVED** to approve the Risk Assessment for 2017-18, subject to the addition of a Judicial Review of the sale of the land on Engine Lane being added as a risk.

The vote was unanimous.

**FP07/17 REPORTS OF OTHER BODIES**

**a) Tithe Barn Management Group, 9 December 2016**

Cllr Ponsonby apologised to Cllr Middleton for not being able to attend the meeting at short notice and as a consequence he could not be notified in order to attend as a deputy.

It was noted that the maintenance of the defibrillator in the phone box will be the responsibility of the Trust.

**FP08/17 ANY OTHER BUSINESS**

None.

The meeting closed at 9.05pm.

Chairman's signature: \_\_\_\_\_ Date: \_\_\_\_\_



**NAILSEA TOWN COUNCIL – COMMUNITY ENGAGEMENT COMMITTEE**  
**MEETING, 18 JANUARY 2017**

Minutes of the meeting of the Community Engagement Committee held on Wednesday 18 January 2017 at 7.30pm in the Tithe Barn, Church Lane, Nailsea.



**PRESENT:** Cllr Jameel in the Chair, Cllr Barclay, Cllr Bird, Cllr Frappell, Cllr Hamblin, Cllr Heappey, Cllr Hunt, Cllr Lees, Cllr Packham, Cllr Petford, Cllr J Tonkin, Cllr Wilson and the Clerk. In attendance, Cllr Barber, Cllr Middleton and Cllr A.Tonkin.

**CE01/17 APOLOGIES** for absence. None.

**CE02/17 DECLARATIONS OF INTERESTS**  
None.

**CE03/17 MINUTES** of the Committee meeting held on 16 November 2016 were signed by the Chair as a correct record.

**CE04/17 PRESENTATION BY THE CHAIR OF GOVERNORS AND THE HEAD TEACHER OF NAILSEA SCHOOL**

The Chairman introduced Julie Cayzer, Chair of Governors and Dee Elliott, Head Teacher.

Julie said that she has been a parent-governor for 5 years and has been Chair since July 2016. Dee has been at the School for about three years and replaced Chris Wade as Head Teacher in September 2016. Julie wanted to attend the meeting to make herself and Dee known to the members of Council as they wanted to emphasise their view of the School being part of the community and that they are approachable. They welcome feedback, whether positive or negative.

The School has exciting, but also challenging times ahead. The Local Education Authority is shrinking and they are exploring their options with regards to joining a Multi-Academy Trust.

Cllr Packham introduced himself as Chair of Council and said that the School is very important to the Council and the Town. He said that the Council is aware of the need for more students at the School and would be willing to assist in any way it could.

Cllr Wilson asked about budget cuts. Julie said that they had carried out a careful restructuring in order to better manage their resources and were dealing with the "demographic dip" which had affected the student numbers. However, the intake for September 2016 had gone up, which is positive. The seemingly constant stream of government initiatives and changes is stressful for teachers.

Dee said that the Fair Funding Formula had resulted in a 2% increase to the School's income, but the uncomfortable fact is that this simply means that another school somewhere has lost some funding. In other words a small pot is being divided among schools, and there will be winners and losers.

Cllr Hunt offered belated congratulations to Dee for being appointed Head Teacher. She said she was very concerned that schools develop good citizens and asked if there was anything the Council could do to help. Cllr Jameel suggested that a Youth Forum linked to the Council could be set up.

Cllr Heappey asked if the School's IT problems had been rectified. Dee said that there had been external problems, which have now been resolved.

Dee said that if any councillors want to book a tour of the School she would be pleased to arrange one.

Julie Cayzer and Dee Elliott left the meeting at 7.44pm.

#### **CE05/17 CONSIDERATION OF A PROPOSAL BY SQUAREBIRD FOR A NEW WEB-SITE FOR THE TOWN**

Cllr Bird referred to the work of the Website working party. The website for Cirencester had been identified as a good model to consider, as it promotes the Town as a whole as opposed to simply being a website about the Town Council. A meeting had taken place with the developer of the Cirencester site, but they had not produced a proposal.

Cllr Bird had identified a local firm, Squarebird, and the working party had discussed the project with them. What had emerged from this was the opportunity to think well beyond the notion of a website alone, and to consider promoting the town and providing information through a number of communication channels.

Cllr Bird confirmed that he is not related to Jon and Nick Bird, who he introduced as the owners of Squarebird.

Jon Bird said that he and his brother Nick had set up Squarebird about two years ago as a marketing, design and digital agency. They have an office near the Iceland shop. They employ one full-time designer and two other staff and hope to take on an apprentice. Their clients include Burchills and PureComms.

Their proposal is "To create a well-used, constantly active and developing digital hub for Nailsea and its stakeholders. Its purpose is to act as both a central resource of information and as a tool for promoting the town, its events, groups, businesses and community, supported by the Council."

The proposed brand is NailseaTown.com, which can be promoted through a website, Facebook, Instagram and Twitter. This would need to be supported by a logo. The outline plan would be to conduct research and create a basic 'platform' through website and social media channels. This would be the basis for promoting the brand and engaging with the community to develop the full NailseaTown.com proposition. It is essential that the NailseaTown.com communication is kept active and dynamic, as opposed to traditional town council websites which are broadly static apart from occasional information updates and regular reporting of meetings. The concept is that the active research with local organisations would help to inform the design.



Jon explained that whereas many of his peers had moved to London and Bristol, he and Nick regard Nailsea as a great place to live and work, and if appointed to the project they would have a major vested interest in its success.

The expected outcomes include: a modern respected and reputable hub, accessible and appealing to all; a new Nailsea Town brand; one location for up-to-date, accurate information, available with logical journeys to more detail; an on-going, constantly developing resource; an active and professional social media presence for the Town; facilitating the organising and promotion of events, organisations and businesses.

NailseaTown.com would promote events, activities and amenities in the Town, as well as attractions in the local area, such as Tyntesfield. It would also provide an up-to-date, accessible and informative resource regarding the business of the Council. It would be the place to go for 'everything Nailsea'.

Cllr Wilson said the website must be made very easy to update.

Cllr Hunt said she was very impressed with the proposal and hoped the Town Council would support it. She also said that she was very pleased that young people speak so highly of the Town.

Cllr Frappell concurred with Cllr Hunt's comments and said that promoting events and organisations in the Town is an important objective.

In response to a question from Cllr Heappey, Jon confirmed that links to other organisations could be accessed through NailseaTown.com.

Cllr Packham raised the issue of how social media communications could be managed. Jon said the Council would need to be clear what it wanted to achieve through social media, but its presence would need to be proactive, responsive and monitored. Squarebird could manage this and provide access and training to councillors.

Cllr Bird said that this approach would be a strong advert for Nailsea.

Cllr Middleton said he thoroughly supports the concept, but would want to be sure as to how, and whose responsibility it would be, to keep organisation's contact details updated. Cllr Petford said it is important to keep control of content.

Cllr Jameel asked how the website and social media could be accessible to all. Jon and Nick described various ways this could be done, a key one being that NailseaTown.com must be optimised to work on phones, tablets and other devices, as well as PC's. The awareness of people having different connection speeds means that images need to be of high quality but not to take up too much bandwidth.

In response to a question from Cllr Jameel, the Clerk said that in relation to costs the Council would have to consider a significant budget because the proposal is about so much more than a new web-site. A budget of £20,000 would not be unrealistic, subject to detailed agreement on the objectives of the project.

Cllr Hunt said it was important to pay to get this right.

Cllr Middleton said that NailseaTown.com would be a really useful adjunct to the Nailsea Place objectives.

It was proposed by Cllr Packham and seconded by Cllr Wilson

**RESOLVED** to **RECOMMEND** to Town Council to appoint Squarebird to develop and implement the NailseaTown.com concept, to set a budget of a maximum of £20,000 and for the working party to develop a detailed project plan, timescales and costings.

The vote was unanimous.

**CE06/17 TO CONSIDER THE PROVISION OF A YOUTH SHELTER AT MILLENNIUM PARK**

Cllr Jameel said she had discussed this with Sergeant Mark Raby, who is keen to involve young people in the construction of the shelter, under supervision, possibly in the summer holiday.

Cllr J.Tonkin said that North Somerset Council is behind the idea of a shelter, and depending on the specification it may be that it would come under permitted development, rather than requiring a planning application.

The Clerk said that there was not yet a consensus between youth workers, the police and young people regarding the type of shelter or the location.

Cllr A.Tonkin said that the Community Trust has been approached for funding but had not made a decision as yet as it has some concerns about whether the proposed structure is robust enough.

Cllr Lees asked who would be responsible for maintenance and repairs.

Cllr Petford said there is a definite need for a shelter.

Cllr Packham expressed concern about graffiti art, and whether the skatepark and/or the shelter are appropriate locations.

Cllr J.Tonkin said that he wants to meet the various stakeholders, and Cllr Jameel said she would also like to attend.

**CE07/17 FINANCIAL MATTERS**

**a) Statement of Income and Expenditure to 10 January 2017**  
Noted.

**CE08/17 UPDATE ON THE NOVEMBER 2016 PUBLIC CONSULTATION**

The Clerk reported that Avril Baker Consultants were analysing the results, which will be available for the Town Council meeting on 8 February.

**CE09/17 CONSIDERATION OF A NAILSEA PLACE WORKSHOP, AND SETTING UP A WORKING PARTY TO CONSIDER THE IMPLEMENTATION OF NAILSEA PLACE AND THE FUTURE USES OF 65 HIGH STREET**

The Clerk mentioned that before Christmas Cllrs Packham and Hunt and himself had attended a meeting organised by Dr Malcolm Rigler at the University of Cardiff. Dr Andrew Edgar from the University is organising a workshop on 3 March to develop some ideas central to the Nailsea Place concept.

It was agreed that the following members would comprise the Nailsea Place working Party: Cllrs Frappell, Hamblin, Heappey, Hunt, Jameel, Packham, Petford, A.Tonkin and Wilson.

**CE10/17 TO CONSIDER A PROPOSAL BY RAVENSWOOD SCHOOL TO JOIN THE INSPIRATIONAL FUTURES MULTI-ACADEMY TRUST**

Noted.

**CE11/17 CCTV**

a) **To consider the CCTV Log Book for November 2016**

Noted.

**CE12/17 ANY OTHER BUSINESS**

- a) The Clerk reported that in view of the workload in the office he was unable to pursue the review of CCTV agreed at the previous meeting, as the scale of work involved would have a negative impact on higher priority issues.
- b) The Clerk reported that four councillors would be attending a Community Engagement course run by the Avon Local Councils Association on Saturday 21 January.

The meeting closed at 8.41pm.

Chairman's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NAILSEA TOWN COUNCIL**  
**8 February 2017**



**CLERK'S REPORT**  
**Agenda Item**

**10. Reports from District Councillors**

**Report from Jan Barber**

"Yet another brief report. The change of contractor for the waste collection commences on 1<sup>st</sup> March so look out for the new vehicles with different coloured livery – the new contractor is Biffa and hopefully the changeover will be smooth with a lot of existing staff remaining, the collection day and the routes to stay the same.

Delivery of the new Green Bins has started and all those ordered by 18<sup>th</sup> December will definitely be delivered so that they can be used for green waste collections from 1<sup>st</sup> March. Please remember not to put out any green bags after that date as the collections will only be made using the bins. Also, my usual reminder, to help cut our costs, please put all food waste in the brown bin and no food waste in the black bin.

There is increasing concern about the changes to the funding for schools. The main problem is that North Somerset will no longer be able to pay for some services which have previously been available to schools. This is due to the axing of the Education Services Grant which was previously paid to local authorities, but will no longer be as from the end of July 2017. There will be transition funding from April until the end of July, but after that there will only be a small amount of money available to ensure that the local authority is able to undertake its statutory responsibilities. This will mean that School Improvement provision, which has enabled our schools to achieve so well up to now, is no longer provided. However, there could be some changes and I am hopeful that we can convince the Department for Education that this would be false economy. Unfortunately, the cutback may also result in redundancies unless a Traded Services can be set up in conjunction with one of our neighbouring authorities. Negotiations are underway but the final outcome will not be known for a few months.

The Council has been awarded a grant of £788,000 to relieve congestion at key locations by improving roads and public transport networks. There is also additional money for repairing potholes."

**12. To consider a Development Day being run by South West Council's on 14 July 2017, entitled 'Essential Skills for the 21<sup>st</sup> Century Councillor'**

The details of the Day have not been finalised, but the keynote speaker is Dr Catherine Needham from the University of Birmingham on 'Examining the Role of the 21<sup>st</sup> Century Councillor.'

Workshops being offered include:

- Understanding community leadership
- Effective speech writing
- Using social media
- Making connections
- Making an impact at meetings
- Confidentally facing the media and the press
- Community engagement

If any councillor is interested in attending, please let me know.

**Ian Morrell, Town Clerk**  
**1 February 2017**