

Marden Parish Council

New Community Facilities Working Group (NCFWG) Meeting on
Wednesday 1 April 2015 at 19.30 in the Community Centre

Notes of the Meeting

Present: David Bennett (Chairman), Robin Brook, Arthur Fraser, Sandra Gladwyn, Mike Williams, Chris Wathen and Dave Lloyd..

In attendance: Alison Sutton, Parish Clerk

1. **Apologies** – Jess Tidball and Paula Barrett. John Roberts has left the Group. Unsure about Allison Hutchinson.
2. **Notes of previous meeting** –
David as Chairman welcomed everyone and brief introductions were made.
3. **Interim report – leases** –
Marden Village Trust and Marden Playing Field Trust; Marden Village Trust; Registered Charity Number 508824
Trustees: Mr Robert Bartup, Mrs Catherine Jane Ryan, Mr David Tidball
Charitable objects: The general benefit of the inhabitants of the parish of Marden, in particular the trustees may apply the whole or part of the capital of the trust at any time towards the cost of providing property to be held upon trust for the use as a village hall for the benefit of the said inhabitants.
Marden Recreation Ground; Registered Charity Number 520972
Trustees: Mr Robert Bartup, Mr Stephen Miles
Activities: Provision of playing field in village for benefit of local inhabitants.
Marden Village Trust.
There are three Land Registry entries defining ownership of the building or parts of the building. One covers the whole complex, building and immediate grounds, showing Hereford Council as the registered owner; another identifies the community room, meeting room and kitchen as leased to the Trustees of the Marden Village Trust for 100 years from April 1994 and a third showing the registered owner for the total complex as Marden Primary Academy for the period 2nd January, 2014 for 125 years. In addition, Marden Primary Academy also holds a Lease from Herefordshire District Council for the complex which states that the landlords property is leased subject to 7 deeds and documents identifying the extant agreements and leases covering the Community rooms, the joint use hall and the playing field. Basically the Village Trust is responsible for the community room, the meeting room, the kitchen and the corridor immediately outside the meeting room including the store room plus shared responsibility for the joint use hall; it also has agreed use of the toilets. A yearly rent of £1 (if demanded) is due on the 1st April each year for these facilities. The community is permitted to use the Joint Use Hall after 1800 hrs during the school terms and from 0830 hrs until midnight any other time. The community may use the Joint Use Hall within the hours 0830 and 1800 on school days if the school has no requirement. The Trust shall not assign or underlet or part with possession of the demised premises nor to use or permit the use of any part of the demised premises other than for a village hall and community centre; as defined in the 'dual use agreement'. The Trust has continuing maintenance responsibilities for the leased and joint use areas of the building and will be responsible (or jointly responsible) for the condition of those premises should it end the agreement.
As the lease granted to the Academy starts before the expiry of the Marden Village Trust the Academy lease will be a 'concurrent' lease. Whilst both are running the Academy becomes the 'reversionary estate' to the Marden Village trust lease. This entitles the Academy to have the benefit of the rent reserved by and the covenants contained in the Marden Village Trust's lease during the period. The above does not affect the rights granted and reserved in the Marden Village Trust's lease
A Supplemental Agreement between the Trustees and Herefordshire District Council defines how the lease may be ended providing one year's notice is given. The Council agrees to pay the Charity a sum defined by: £170,000.00 x a /b (Where 'a' is the Retail Price Index (RPI) on the date the Dual Use Agreement ends. Where 'b' equals the figure given for the RPI on the 1st April, 1994).
A factor then reduces this sum depending on the number of years the Trust has occupied the premises before terminating the agreement. This is calculated by deducting 100th of the said calculated sum for each full year since 1st April, 1994 to the date the Dual Use Agreement comes to an end.
As an example, one table I checked gave the 1994 RPI as 144.2 and the 2014 RPI as 257.5. Assuming 21 year use (April 2015) it would generate:- £170,000 x 1.786=303,571 – (21x 3,035.71)

£303,571 – £63,750 = £239,821. The Dual Use Agreement states that the parties shall not determine this agreement for a minimum of ten years from the date hereof.

Questions

Although the agreements were signed in February 2012 and the leases and agreements began in 1994 it is concluded that the ten years limitation is no longer a consideration. However, views may differ.

The whole building complex and grounds are owned by Herefordshire Council but now leased to the Academy. However, as the Agreement was signed by Herefordshire Council it is anticipated that Herefordshire Council, as the freeholder, would be responsible for any subsequent financial disbursement but the fact that the Academy has become the 'reversionary estate' may cloud the issue.

Playing Field

The Playing fields are owned by the Trust. The Council signed an agreement that it should have the right to use the playing field and the car park for 100 years from the 1st April, 1994 under specified conditions. These included using the playing field from 0900 to 1800hrs Monday to Friday during term time plus six occasions during the academic year. The playing field would be maintained by the parties in accordance with an agreed specification. The agreement is extant for 100 years from the 1st April 1994. Either party may determine this agreement by serving one year's notice.

The Council's responsibilities for the joint use and upkeep of the playing field and car park have been formally transferred to the Academy under a Deed of Transfer and Release, dated 2nd January 2014, for the remainder of the agreed 100 years.

There is a Deed of Grant that permits the Council the right to use and maintain a water supply and foul and surface drainage pipes to serve the school together with gas and electricity and the right to enter onto the field to repair/replace as necessary. It is agreed that:- if the school ceased this agreement ceases; if playing field ceased its charitable objects the Council rights shall cease subject to; such cessation shall be without prejudice to any antecedent right. Such cessation shall not apply if the school continues to be used for education or the playing field remains a charity. Cessation shall not come into effect for the first ten years.

Question

Again the question of the ten year rule: it is concluded that the ten years limitation is no longer a consideration. However, views may differ.

Arthur will scan leases to Alison, so she can get a ballpark figure from solicitors for dealing with release from leases.

4. Interim report – fund raising –

Document tabled by Robin was considered.

Alison to check whether the PC can use precept to help run a building through a S137 grant and check the new S137 level to get a ballpark figure for possible funding level.

Agreed that the PC and Working Group need to get the community on board for capital funding applications and ongoing revenue.

Agreed to file the document for now, until get further into process. Robin will start to do spreadsheet for grant applications, eg. funding rounds and dates, amount that can be requested etc.

5. Group activity – map out multi-use hall options and requirements –

Mike gave a brief overview of the previous work on the Community Centre usage: came from need to take pre-school out of community centre; architects employed in 2012 put various ideas forward; ideas evolved from a new pre-school building to a community centre to a children's centre with pre-school and children's groups. Challenge now is to take the issue forward to new and future needs.

Agreed Robin will find a calculation on how many children and needs related to number of new houses built.

Alison check with her contacts for information on day-time usage of halls.

Spreadsheet considered and filled in as on next page.

6. Identify approach for Architype discussion –

Agreed that Group needs to listen to Architype's suggestions, particularly what flexibility there is of internal and external design. Also need to check when they envisage S106 monies being available.

7. Open forum –

Further changes to Terms of Reference considered. Alison to amend and check with Arthur.

8. Next meeting – Tuesday 7 April at 7.30 pm with Architype attending.

POSSIBLE OPTIONS		ADVANTAGES	DISADVANTAGES		
1	DO NOTHING	1	None	1	Does not provide current and future requirements
		2	Current facility continues to function	2	Pre School not fit for purpose
		3	Set up good for events, big hall, small hall, outside area - good connection	3	Unhappy parishioners
2	NEW BUILDING FOR PRE-SCHOOL	1	Solves the shared facility issue and frees up existing community space	1	Pre School not so integrated with Academy
		2	Provides fit for purpose pre school	2	Existing facilities unlikely to be able to accommodate larger population
		3	?Cheaper option	3	Pre school separate entity
		4		4	Affordability for pre school and new entity
		5		5	?Where - no land, if on current site curtilage constrained
		6		6	
3	ADDITION TO EXISTING JOINT USE FACILITY	1	Cheapest Build Option	1	Unlikely to solve current problems
		2	Connection to existing services	2	Requires Academy approval
		3	Potential flexibility if all under one roof, joint cleaning etc	3	Still sharing the facility
		4	More focal point	4	Restrictive build
		5		5	Cannot reclaim VAT if extension
		6		6	Unlikely to cope with probable numbers in future
		7		7	Major disruption
4	NEW BUILD WITHOUT HALL	1	Cheaper new build option	1	Restricted use - lose big event facility
		2	Solution with village as is	2	Reliant on joint use facility
		3	?Smaller build that can grow	3	Won't provide for future expansion
		4		4	Reduction in possible monies to come
		5		5	School use restricts community use of hall
		6		6	
5	NEW BUILD WITH HALL	1	Potential to meet all needs	1	High cost build, high running costs
		2	Provide focus for potential substantial new housing	2	Impact on pre school of affordability
		3	Maximum flexibility to deliver	3	
		4	Dedicated area for pre school expansion	4	
		5	Help pull village together and mitigate impact of new developments	5	
		6		6	