

FORDINGBRIDGE TOWN COUNCIL

Minutes of the extraordinary General Council meeting held on Monday 21st December 2020 at 7.30pm

held remotely using appropriate technology in accordance with The Local Authorities and Police and Crimes Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations 2020 (“the 2020 Regulations”) which came into force on 4th April 2020.

(Minutes subject to approval at the next meeting of the Council)

Present: Cllr Hale – Chairman
Cllrs Adams, Anstey, Earth, Jackson, Lewendon, Moulard, Paton, White and Wilson

In Attendance: Mr P Goddard, Town Clerk

1. To receive any apologies for absence

Apologies received from Cllr Goldsmith

2. To receive any Declarations of Interest

No declarations of interest.

3. To receive any matters raised by members of the public

No matters raised.

4. To approve a proposal from BrightSpace architects for professional costs regarding the RIBA Stage 5 monitoring of the Pavilion refurbishment

The Clerk advised that BrightSpace had done pro bono work for the Town Council on the project up to a point but understandably had reached a point where any further work undertaken would need to be paid for. The Town Council had agreed a fee proposal for the RIBA Stage 4 technical design work of £3,500 plus VAT. BrightSpace architects have now done that work and received that fee. The next stage is the RIBA Stage 5 monitoring of the contracted works. BrightSpace architects has provided a fee proposal of £4,250 for this work which has been circulated to Cllrs and also sent to the Council’s Buildings’ Manager. The Buildings’ Manager himself is unable to fulfil the monitoring function as primarily that type of work is not covered by his professional indemnity cover. The Buildings’ Manager was of the view that the cost proposal may be a little high as he felt that the number of hours monitoring required was overestimated. However, across the project when you combine the Stage 4 and Stage 5 costs they only amount to around 3.75% of the contracted works, which is considerably less than an architect would have charged for the whole project. Cllr Hale had looked at how many hours the architects were proposing to do for that fee and his view was the proposed hourly rate for the fee was very reasonable for professional support. Cllr Anstey raised the issue of the Principal Designers risk assessment and queried who would actually manage the risk. He felt that the biggest risk to the Council was the contracted works becoming protracted beyond the proposed 14 week duration but that this was manageable. Cllrs Hale and Moulard believed that the management of risk would be undertaken by the architects as part of the fee. Cllr Wilson asked whether it was the necessary to inform the Council’s insurers about the work, which the Clerk confirmed. Cllr Anstey asked on behalf of the football club how far the site fencing would encroach on to the football pitch adjacent to the Pavilion and said there would need to be about 5m of run off and spectator space adjacent to the pitch. Cllr

Hale said it could be discussed with the architects and contractors at the pre commencement meeting.

[Cllr Adams joined the meeting]

Cllr Anstey proposed and it was seconded by Cllr White and therefore RESOLVED: to approve the proposal from BrightSpace architects for professional costs regarding the RIBA Stage 5 monitoring of the Pavilion refurbishment. All in favour.

5. To agree a revision to the Terms of Reference of the Neighbourhood Plan Steering Group

The Clerk advised that Cllr Jackson had reported to the Council that the Neighbourhood Plan Steering Group had arranged a meeting with Pennyfarthing but that Cllr Wilson had rightly pointed out that the terms of reference of the Neighbourhood Plan Steering Group did not explicitly state that the group could meet with developers. Consequently, the Clerk had circulated revised terms of reference to include provision for the group to speak to developers. The proposed revision was the inclusion of the following clause:

- *Liaise with developers and other stakeholders regarding proposed developments within the parish. Any meetings will be attended by at least two Town Councillors on the Steering Group and the Town Clerk.*

Cllr Jackson felt that it was necessary to talk to developers as part of the evidence gathering process of the Neighbourhood Plan. Cllr Anstey believed that the developers are major stakeholders in the town and will be for a number of years so it was necessary to engage with them. Cllr Wilson felt that talking to developers was not within the remit of the group and may muddy the waters whilst Cllr Adams felt it might encroach upon the role of the District Council planners. Cllr Hale believed that the information required from the developers would become available to the Town Council so it may not be necessary to talk to developers. Cllrs discussed the merit of revising the terms of reference for the Neighbourhood Plan Steering Group, whether engaging with developers through the group was the best approach and whether the Neighbourhood Plan should be progressed. Cllr Paton proposed and it was seconded by Cllr Jackson to agree the circulated revision to the terms of reference of the Neighbourhood Plan Steering Group. There were no other proposals. Three voted in favour of the proposal and seven voted against and therefore the proposed revision to the terms of reference was not adopted. Cllr Jackson observed that there was nothing that explicitly stated in the terms of reference that the group could not have discussions with developers.

6. To receive a report from the Clerk or any other relevant business

Nothing to report.

7. To note the date of the next General Council meeting as Wednesday 6th January 2021

The meeting closed at 8:09p.m.