

MINUTES OF THE MEETING OF DEDDINGTON PARISH COUNCIL HELD ON 24TH APRIL 1985

Present: Councillor Mrs. Robinson (Chairman), Councillors Mrs. Cheeseman, Gardner, Garrett, Hayward, Mackenzie, O'Neill, Stevens, Ward and Webber.

Apologies for absence were submitted on behalf of Councillor George.

1. Minutes of the Meeting of the Council held on 27th March 1985, which had been previously circulated, were confirmed as a true record and signed by the Chairman.

2. Matters arising from the Minutes

Deddington Hill/B4031 A letter from Councillor Clifton, which referred to assistance which Messrs. Berridge and Cresswell hoped to give on the B4031 problem, was read. RESOLVED that Messrs. Berridge and Cresswell be thanked for their help. The Chairman reported on a site meeting with the Department of Transport on Deddington Hill, the outcome of which would be likely to lead to some alterations in the white lines but not to continuous white lines for the length of the Hill.

A423 Lay-by at Milton Turn It was reported that the Chief Environmental Health Officer had arranged for the cafe operator to provide litter bins and that the Chief Technical Services Officer would be clearing the site of litter.

The Stile It was reported that the District Council would be prepared to prosecute for offences against the byelaws, notices about dogs would be available shortly, but that the position had now improved.

Boulderdyke Farm The Clerk reported on a number of letters which asked the Council to object to the recent Planning application: the Council had already objected, but it was RESOLVED that the general problem of noise nuisance be referred to the Chief Environmental Health Officer. Further RESOLVED that, owing to the imminent removal of Solar Designs from Clifton no action be taken in that matter.

3. Items of correspondence

Grass cutting RESOLVED that an offer from Rob's Gardening Service to cut the grass at the cemetery and at the children's play area at Castle Grounds at £35 a time be accepted, and that the firm be asked to give attention to the weeds on the cemetery path.

Mr. Cresswell A letter from Mr. Cresswell on certain problems was read and the Clerk stated that he was awaiting a reply from the Area Surveyor.

Chapel Close, Clifton A letter from Mrs. Peree was read and it was noted that the police were now taking action of the obstruction problem. It was felt that the Council could not support the suggestion that the highway verges be classed as ornamental.

County Council Transport Plan 1985 - 1990 was noted.

Cemetery The proposal to put a rateable value of £10 was noted.

4. Notice of Audit of 1984/85 Accounts was reported and the Chairman signed the accounts.

5. Castle Grounds

(a) Playgroup fair for 8th June was approved subject to no liability falling on the Council.

(b) Swings The Clerk reported that the District Council had provided him with names of suppliers and that he was awaiting information from them.

(c) Circus Reference was made to the publicity being given to the circus and that the operators be asked to remove posters after it had been held.

D.V.W

6. Local bus service changes, which were only very slightly reduced, were noted and Deddington News were asked to publicise the new times.
7. Town Hall canopy An application by the Bowls Club to have stalls on 11th May and 22nd June was approved, subject to no liability falling on the Council thereby, but an application from two residents to hold a stall on 18th May, with a share of the proceeds going to the Parent-Teacher Association, could not be approved unless it was made by that Association.
8. Street lighting at Clifton Councillor Gardner said that he had inspected the vicinity of The Duke of Cumberland's Head and he considered that there was a dark spot there. RESOLVED that the Electricity Board be asked to give an estimate for an additional light.
9. Planning Committee The Committee reported that they had met once and had had no objections to (a) a building at Greencourts, Earls Lane; (b) alterations to Priory Ice Cream Parlour; or to (c) an extension of the Health Centre. An objection was made to the conversion of the Wesleyan chapel, Clifton to a dwelling owing to access and sewerage problems and the use of part of Deddington High Street Garage as an office was referred to the District Council.
10. Planning applications No objections were made to (a) the change of use of a field at Hempton Road from agricultural to a playing field; (b) an outline application for residential development at Hempton Road, provided it is in conjunction with (a); (c) demolition and erection of new garage at 8 Castle Street; or (d) toilet accommodation at the Bowling Green. The draft of a letter in support of (a) and (b) was agreed.
11. Windmill Centre
- (a) Offer from Rockwell A report from the financial working group, as set out in an appendix to these Minutes, was considered and RESOLVED that it be accepted. In view of the provisions of Local Government Act 1972 and recent Regulations, further RESOLVED that the Secretary of State be made aware of the proposals in case he wished to comment thereon.
- (b) Playgroup A letter from the Playgroup Committee and ^{and} from six mothers which asked that separate provision be made at the new hall for Playgroup was considered but RESOLVED that, whilst the Council is sympathetic to the idea, it considered that the suggestion was premature as the need was for the hall to be ready for the coming autumn and any amendments would be likely to hinder this need.
12. Accounts for payment were passed as follows:-

Bloxham School	Photocopying	£ 8. 76
Cherwell District Council	General rates, Town Hall	44. 09
Hoods	Decorating materials	6. 97
Shaw and Sons Limited	Account book	20. 09
Southern Electricity	Street lighting repair	18. 42

The Meeting closed at 9.15 p.m.

Douglas V. Ward

Chairman

FINANCIAL WORKING GROUP 6TH REPORT

WINDMILL CENTRE

ROCKWELL DEVELOPMENT LTD - FURTHER PROPOSALS

Rockwell Development Ltd. have made further proposals in respect of the Windmill Centre scheme. The essence of these proposals is contained in their letter of 8th March 1985 (previously circulated to the Parish Council) whereby, in consideration of receiving the freehold rights to the present playing fields (3.5 acres) and subject to receiving planning permission to build approximately 35 houses thereon, R.D. Ltd. offered to provide an alternative playing field (6.5 acres) to the West of the existing field, together with a lump sum payment of £90,000.

Despite a number of assurances given by R.D. Ltd. with regard to the levelling of the proposed new field, this offer was rejected by both the FWG and the Windmill Committee because neither group believed the field could be made satisfactorily level. This was largely because the present owner - Mr. Bishop - wished to retain a 36 metre wide strip along the North edge of the field and also the Barn area. The Windmill committee were also concerned over possible delays to the construction of the hall and the quality of the surface of the new field. There was also general concern over the direction in which the hall should face because of possible noise problems as houses were now likely to be in close vicinity of the hall's windows.

R.D. Ltd. have subsequently revised their offer following renegotiation of their option to purchase Mr. Bishop's field. The offer now includes all the land up to the road but excludes an access strip down the West side of the field to an area at the South end of the field. The total area to be conveyed to the Parish is 6.5 acres. The proposed areas and levels are contained in R.D. Ltd.'s letter of 2nd April 1985 (Enclosure 1). R.D. Ltd. have also stated (verbally) that in view of the increased price of Mr. Bishop's field to 'over £100,000', then the lump sum offer will now be reduced to £70,000.

Further discussions with the Windmill Committee have reassured them on a number of matters and it has been agreed that the key factors that they and the FWG would wish to see incorporated in any contract are:-

- a. The new hall would have to be available for use by youth organisations and clubs no later than the date on which it would have been complete had this new offer not been made; however some compromise may be possible in non-essential areas.
- b. The layout of the hall should be related to the playing field i.e. face in the correct direction.
- c. The old playing fields should not be given up until it is mutually agreed that the new ones are ready. A third party arbitrator may be needed.
- d. The areas, levels and quality of the new field must conform to an agreed specification, the principles of which are contained in R.D. Ltd.'s letter of 2nd April.
- e. The environmental department must have given their approval to the location of the hall in relation to noise and the proposed new housing scheme.
- f. £20,000 of the lump sum payment should be utilised to complete those items previously earmarked to be paid for by the Windmill. R.D. Ltd. have agreed to carry out this work for the same price as that contained in the building contract even though the hall has been delayed.

In view of the delay in building the hall (caused by the need to carry out structural redesign work) then the FWG believe that (a) above can be met. In order to allow planning application procedures to run through their various stages R.D. Ltd. are examining a number of alternative measures that will leave options open for Item (b) until the last possible moment. Items (c) and (d) can be included in the contract to provide the necessary safeguards. Item (e) is being examined now. Item (f) requires an assurance from the Parish Council, but seems to be a sensible and cost effective idea.

It should be noted that the FWG do not consider their brief includes commenting on any planning considerations involved in the building of 35 houses on the existing playing field. This matter is properly the concern of the Parish Council. The FWG have therefore limited themselves to evaluating whether the offer is a fair one; what the benefit to the community will be and the risks involved.

Is the offer a fair one?

In return for gaining 3.5 acres of land with outline planning approval, R.D. Ltd. will have to:-

- Pay Mr. Bishop over	£100,000
- Pay Deddington P.C.	£ 70,000
- Pay for levelling, and preparing new field	£ 40,000
- Pay for misc. planning, fees, architects etc.	£ 5,000
	<hr/>
	£215,000
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- wait for access to the existing playing fields until 1987 and possibly 1988
- restrict the number of houses being built to 10-12 a year
- accept the delay in building the new centre at no penalty even though the fault lies on our side.

We believe that R.D. Ltd. have made a fair offer taking into account the circumstances. Whether or not Mr. Bishop stands to make a considerable windfall gain is, for the purpose of this report, irrelevant, but his field is the key to the whole scheme and he has taken professional advice to evaluate the worth of that key.

What is the benefit to the community?

For no additional financial outlay the community will gain:-

- new playing fields which are more level than the existing ones.
- An additional 3 acres of land over and above the area of the existing field. At least half of this space is flat enough to be of use for car parking or bowls green or swimming pool or children's adventure play area or ...?

- A hall fully finished in all respects to the value of £170,000 minimum.
- The balance of £50,000 remaining from the lump sum payment could provide security of maintenance for many years to come.

What is the risk?

- In view of the current redesign problems, the hall is delayed in any case. There is some risk that planning procedures could drag on beyond the planned committee date of May 16th (see R.D. Ltd. planning application at enclosure 2). However R.D. Ltd. are confident that they can get the hall finished to meet essential requirements in November. Nonetheless we have the option if we wish, and provided it is written into any contract, to stipulate an absolute deadline. The balance between meeting Windmill requirements and not losing the opportunity to complete an attractive deal will be a delicate one which will have to be monitored carefully by the FWG both during any contract negotiations and subsequently.
- A well drawn up contract should provide full protection to the cricket and football clubs with regard to the quality of the new field and the timing of its being brought into use.
- The biggest risk is that the CDC may turn down the scheme on planning grounds related to the plan for Deddington. The FWG are aware that this has been the cause of some discussion within the village.

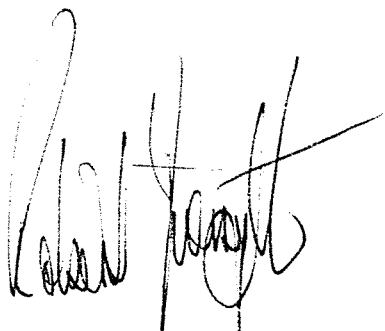
CONCLUSION

Provided that the P.C. have no planning objections to a new estate being built on the existing playing fields, then the benefit to the community in terms of financial advantage and recreational amenity is quite outstanding. The risks involved to the present scheme by proceeding with the further proposals are considered to be small and avoidable by careful planning and suitable clauses in any contract.

RECOMMENDATIONS

The FWG should be given approval to proceed as quickly as possible to negotiate appropriate contracts with R.D. Ltd. taking into account the factors raised in this report.

The Parish Council should provide positive support to the R.D. Ltd. planning application so that the CDC are aware of the considerable benefit to the community.

A handwritten signature in black ink, appearing to read 'R. S. Forsyth', written in a cursive style.

R. S. FORSYTH,
CHAIRMAN.

15th April 1985

Note: Full copies of the diagrams and plans relating to the letters enclosed are held by the Clerk to the Parish Council and are available at any time on request and also immediately before the next P.C. Meeting.



rockwell

DEVELOPMENTS LTD

DIRECTORS:

M. E. WALLIKER F.R.I.C.S. A.I.Q.S.
R. F. REEVES,
K. ALDERSLEY

5 MURDOCK ROAD
BICESTER
OXON OX6 7PP
TEL: BICESTER (0869) 242931
(3 lines)
(Registered Office)

Our Ref : MEW/LC

Commander R.S. Forsyth,
The Stile House,
Deddington,
Oxfordshire.

2nd April 1985

Dear Commander Forsyth,

Re : Proposed Playing Fields, Hempton Road, Deddington

Please find enclosed 2 copies of sheets 1 - 7 showing our proposals and our specification for the works.

Also enclosed a copy letter from Mr. Franklin, should you wish to contact him direct for his assurances with regards how soon the playing fields will be ready for use.

Would you please note that the existing playing field falls a maximum from West to East 8'0" (one in sixty six) and cross falls from North to South 5'0" (one in seventy three).

Our proposals give the following maximum falls :

Football pitch - North to South 2'0" (one in one hundred and twenty one)
" " - West to East 1'6" (one in two hundred and thirty three).

Cricket Pitch - North to South 4'0" (one in ninety nine)
- West to East 1'6" (one in two hundred and forty four).

Total Fall from North side Football Pitch to South side Cricket pitch = 4'6" (one in ninety five).

As you see from the above, the actual playing areas will not fall as much as the existing playing fields. The actual finished levels may vary from our sheet 4 once we start earth moving but we guarantee to maintain the falls as shown above. You will see from sheet 5 that at the South/West corner of the site the embankment falls 18'0" but this will be a gradual bank falling to the boundary over a length of 150'0".

The Football pitch is 105 metres x 73 metres which is larger than the existing. Also, the Cricket pitch is 55 metre radius which is also slightly larger than the existing.

/Continued.....

Commander Forsyth

2nd April 1985

With regards your concern about possible delays to the construction of of the Community Hall we would comment as follows :

We are, as you know, delayed at the moment due to the re-design and we do not know when the revised drawings will be finalised. Assuming that full working drawings will be completed by the end of April, two more weeks will be required for re-costing and say two further weeks before work is started. This takes us to the end of May. Within this time we should have a decision. We will include in our planning application the re-siting of the Community Hall in the new playing field area. If our planning application is successful then we can commence construction of the Community Hall in the revised position immediately.

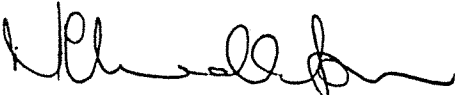
If our planning application is refused then we can construct the Community Hall in its original position.

We therefore do not believe that our planning proposals will in any way delay the Community Hall over and above the present delay.

Should you wish to discuss any points in greater detail then please do not hesitate to contact me.

Please remember that we do need agreement quickly so as not to delay the planning application.

Yours sincerely,



M.E. Walliker F.R.I.C.S.

MEW/LC



rockwell

DEVELOPMENTS LTD

DIRECTORS:

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K. ALDERSLEY

5 MURDOCK ROAD
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(3 lines)
(Registered Office)

Our Ref : MEW/LC

PROPOSED PLAYING FIELDS, HEMPTON ROAD,
DEDDINGTON.

SPECIFICATION

Excavate, cut and fill with the existing material and shape up to the finished levels as shown on the enclosed sheets. Form embankment to the slopes as indicated.

All fill material to be well consolidated with a roller in maximum layers of 300mm (1'0"). The minimum thickness of topsoil which will be spread over the site is 150mm (6"). Grade topsoil to the required levels and rake over by hand to remove all stones and recultivate. Apply grass seed, fertilise and harrow in. Cut and roll once when grass established.

Form level cricket area 30 metres x 10 metres including grading to fine levels, cultivating, levelling and hand raking. Sow with cricket square mixture. Cut and roll once when grass established.

PROGRAMME

Carry out earth works July/August 1985, seed in September 1985. Playing Fields suitable for Football/Cricket in September 1986.

Note : No land drainage is necessary as the sub-soil is gravel and earth on brash. Therefore no land drainage is included in our offer.

John Franklin
Landscape Contractor

Tel. Charlton-on-Otmoor 278

Garden Design & Construction
Sportsfields
Maintenance

Moorfield,
Charlton-on-Otmoor,
Oxford, OX5 2UQ.

21 MAR 1985

18 March 1985

Dear Mr. Walliker,

Site at Hempton Road Deddington

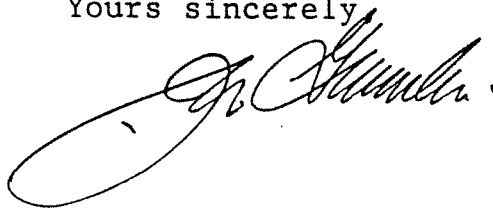
Thank you for your letter of 15 March.

I note what you say about the sloping ground and would agree with the Parish Council that it would be much more satisfactory if major changes in levels were undertaken.

If construction could begin in the late spring early summer, to enable seeding to be carried out in late August/September, I see no reason why the field should not be ready for use the following autumn.

I would be quite happy to meet the Parish Council to allay their doubts about this if you think it would help.

Yours sincerely



John Franklin

M.E. Walliker Esq.,
Rockwell Developments Ltd.,
5 Murdock Road,
Bicester,
Oxon OX6 7PP.

Our Ref: MEW/AS

Chief Planning Officer,
Cherwell District Council,
Bodicote House,
Bodicote,
Banbury,
Oxfordshire OX15 4AA.

9th April 1985

For The Attention Of: P.Green Esq.

Dear Sir,

RE: 2 NO. PLANNING APPLICATIONS

- (a) Outline application for residential development;
- (b) Change of use application from agriculture to recreational playing fields at Hempton Road, Deddington, Oxford.

Please find enclosed the appropriate forms duly completed and signed, together with all relevant plans forming two planning applications on land adjacent to the existing Windmill Community Buildings, Hempton Road, Deddington, Oxon.

As you will recall detailed planning consent for 19 units application ref: no. CHN.539/84 was granted by your committee on 5th February 1985 and at the same time a detailed consent for a new community building submitted by the Parish Council was approved. You are aware that my Company and the Deddington Parish Council, have entered into a joint venture agreement with regard to the construction of the new community centre and further discussions with the Parish Council members has resulted in the preparation of the current applications.

Although I have specifically separated the two applications they do of course relate, not only in land use terms, but also in forms of legally binding agreements triggered by the granting of consent for both proposals.

Application No. 2 therefore is for a change of use from agriculture to recreational playing fields. Mr Bishop will retain 1.5 acres of the land for growing potatoes for his Fish and Chip business in Deddington.

The Parish Council have agreed in principle to sell their existing playing field (3.5 acres) to my Company and in addition to the purchase price I have agreed to purchase the 6.5 acres of land from K.J.Bishop Esq., adjacent to the new Community Centre the freehold of which will pass to the Parish Council, subject to planning consent for a new playing field. As part of this agreement with the

/Continued.

Chief Planning Officer
Cherwell District Council
Banbury

For The Attention Of: P.Green Esq.

RE: 2 No. PLANNING APPLICATIONS

Parish Council my Company has accepted to undertake the following on site works which consist of levelling and landscaping to provide the playing fields as shown on the drawings.

Clearly we accept that the active outside playing facilities offered by the Parish Council are an extremely important social activity which must not be broken in any way. Therefore a further requirement of the Parish Council, agreed by my Company is that the proposed new residential land will not be released until the Parish are completely satisfied that the new playing fields are ready for use. We anticipate this will be in September 1986, until that date the existing playing fields will remain in the ownership of the Parish.

The social advantages of the overall scheme can best be expressed by indicating the scale of the overall agreement achieved whilst negotiating with the Parish Council. The scheme will provide the residents of Deddington with a large playing field, capable of supporting a full-size football pitch, a new cricket square, and additional surrounding open space suitable for other outside sports activities for the many clubs which at present utilize the existing limited community facilities.

The new centre has been designed by the Parish Council, with due consideration to the specific requirements of the local clubs and societies which will use the new facility. In strict planning terms the granting of consent for residential development of the old playing fields does not, in my opinion, extend the built-up areas of the settlement beyond the existing well-defined boundary. This new development fits easily with the approved housing fronting Hempton Road, utilising the same access. It would be my Companies intention to build only 10-12 units per annum and we would, if so required by your members, accept a Section 52 agreement controlling the rate of build across the site. This could be extended to include the existing approval. The development will provide a steady supply of units annually onto the Deddington Market, in a area which, with the building of a new community centre and playing fields adjacent, would be in our own opinion a logical location for new houses.

The application for residential development is in outline, but the illustrative support drawing indicates one way of developing the site and clearly one can see how the residential element of the overall planning of this sector of Deddington inter-relates with the other proposed and existing land uses. I submit that the proposal is a well-planned and rational form of development with clear cut planning and social advantages.

Should you require any additional information please do not hesitate to contact me.

Yours faithfully

M.E.WALLIKER

DEDDINGTON PARISH COUNCIL

Windmill Centre

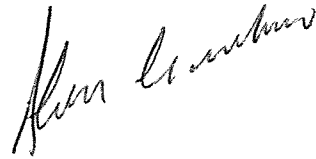
The financial working group have decided that it is not within their terms of reference to advise on matters which affect the Council as a local authority.

The legal position (Local Government Act 1972) is as follows:-

- (a) The land is owned by the Council as a local authority;
- (b) On the sale of the land, the proceeds of the sale become the responsibility of the Council alone, subject to the restrictions given below;
- (c) If the land is sold for "a consideration less than the best that can be reasonably obtained", the consent of the Secretary of State must be obtained. It would be for the Council to decide whether this is not so, but this decision might be challenged either by the District Auditor or by any local government elector;
- (d) If the proceeds are to be used to either (i) discharge a debt, or (ii) apply to any other capital purpose, the consent of the Secretary of State is needed;
- (e) The Council may set up with sums received from the sale of property either or both

- (i) a capital fund to be used for the defraying of expenditure of the Council to which capital is properly applicable;
- (ii) a renewals and repair fund.

The Council is strongly advised to make the Secretary of State aware of their proposals as soon as possible.



18th April 1985