

MINUTES OF THE MEETING OF DEDDINGTON PARISH COUNCIL HELD ON 28TH SEPTEMBER 1988

Present: Councillor Cole (Chairman), Councillors Allen, Fenemore, Fuller, Garrett, Gibbs, Hayward, Mrs. Kedge, Marmion, O'Neill, Stevens, Mrs. Swash and Webber

Apologies for absence were submitted on behalf of Councillor Garvey.

1. Minutes of the Meeting of the Council held on 24th August 1988, which had been previously circulated, were confirmed as a true record and signed by the Chairman.

2. Matters arising from the Minutes

Upper Heyford A letter from the RAF Commander stating that he was drawing the attention of the USAF Commander to the complaint made by the Council, was reported.

Cemetery maintenance Councillor Fenemore stated that he hoped to report to the next Meeting on the laying of the hedge.

3. Items of correspondence

Castle road signs A letter asking how the signs should be amended was read and RESOLVED that extra sub-plates with the text "(site only)" be requested.

Bus services The Clerk reported that the County Council had invited tenders for the continuation of the services which it had been proposed to withdraw.

Market stall RESOLVED that Deddington Playgroup be given permission to have a stall under the Town Hall canopy on Saturday, 15th October, subject to no liability falling on the Council thereby.

Bus tokens RESOLVED that the implementation of this scheme for 1989/90 be discussed at the next Meeting.

Planning appeal It was reported that there had been an appeal against the refusal by the District Council for a two-storey dwelling next to Manor Farmhouse, Clifton, which this Council had supported.


Banbury Citizens Advice Bureau RESOLVED that no grant be made to the Bureau.

Local Government Boundary Commission A report on the review of the boundaries of the Royal County of Berkshire with Buckinghamshire, Hampshire, Oxfordshire and Surrey was received.

4. Civil Protection Plan A report by Councillor Marmion, a copy of which is attached to the Minutes, was considered by the Council and RESOLVED that (a) the Council accept the need for a Civil Protection Plan; (b) Councillor Marmion and the Clerk be asked to continue attending the training sessions.
5. Cemetery charges RESOLVED that all charges, which remained unaltered since 1972, be doubled from 1st November 1988.
6. Village skip service A letter from the District Council which suggested that the site at The Grove was unsuitable was reported and RESOLVED that a site on the southern side of Earls Lane beyond the Health Centre be suggested.
7. War Memorial The Vice-chairman reported that he had not yet met the County Surveyor and Engineer and the Clerk read two letters from people who objected to the move. The Chairman stated that the majority still appeared to be in favour.
8. Proposed playing field at Clifton RESOLVED that the Chairman and Councillors Allen and Fenemore meet Mr. Welford on site to finalise details of this proposal.

9. A423/B4031 crossroads Councillor Mrs. Kedge raised problems which persisted at this crossroads and RESOLVED that the County Council be asked to erect a barrier on each side of A423 to the north of the crossroads and to erect a prior warning sign to the south on A423 of the approaching traffic lights. The Clerk stated that he had recently written about the possibility of a pedestrian phase in the sequence of the lights.
10. Windmill Community Centre: Phase II The Chairman gave a resume on progress and explained the nature of the Poll which Deddington ratepayers would have to pay for. A letter from Mr. Reed was read and commented on by the Chairman and the Clerk read correspondence with the District Auditor which dated back to 1985. The Chairman stated that he had passed a copy of Mr. Reed's letter to the solicitors. The Chairman read his report, copy of which is filed in the Minute Book, and stated that completion was still scheduled for 30th September when the sum of £777000 would change hands. A letter from the consultant was also read. RESOLVED that a public meeting be held before the Poll to give details of the completed contract and that it be endeavoured to circulate a statement to all houses in the Parish before that date. Councillor Hayward declared an interest in the matter.
11. Planning Committee The Chairman reported that the Committee had met and (a) had no objections to a new farmhouse, garage and farmstead to the west of the new playing field at Hempton Road or to a conservatory at Corner House, Duns Tew Road, Hempton; (b) had no objections to the demolition of farm buildings and construction of 62 dwellings on Manor Farm to the north of Hempton Road, subject to there being an adequate tree screen on the southern boundary and to the retention of existing farmyard buildings which adjoin the site; (c) observed that there was no provision for adequate car parking for the change of use of Coniston House, New Street from a jeweller's shop to an office.
12. Accounts for payment were passed as follows:-
- | | | |
|----------------------|---------------------|---------|
| J. Boss | Grass cutting | £25. 00 |
| Southern Electricity | Street lighting | 593. 18 |
| A. Gardner | Salary and expenses | 93. 03 |
13. Cleaner for Town Hall RESOLVED that Mrs. P. R. Adkins be appointed cleaner at the rate of £2.50 a meeting, which includes lighting the gas fire during the winter months.
14. Clerk The Council received notice of the retirement of the Clerk which he agreed to extend to 31st October to allow the Council time to advertise for and appoint a successor. RESOLVED that the Council received the notice with regret and thank the Clerk for all his work and advice over the past seven and a half years; and that an advertisement for his successor be placed in Deddington News and Banbury Guardian as soon as possible.

The Meeting closed at 8.45 p.m.


Chairman

THE CIVIL PROTECTION PLAN

You may recall my reports of March 87 and March 88 describing the development and progress of Cherwell District Council's attempts to produce a Community Emergency Volunteer Scheme in support of the Civil Protection Plan. Civil Protection is the title given by the Home Office to peacetime and wartime emergency planning which places a responsibility upon Local Authorities to provide a planned response to crisis situations in which the normal Emergency Services would be overstretched or ineffective. Such emergencies could run the gamut from natural disasters (gales or flood), man made disasters (Chernobil or Bhopal) to conventional or nuclear war.

At your request I attended a series of introductory lectures at Bodicote House Banbury between January and March 1988. Your Clerk Mr Gardner also attended on a voluntary basis. About 75% of Parishes in the Cherwell District were represented at these sessions.

It appears that those Parish Councillors who were nominated as representatives to the introductory lectures and initial training sessions have been assumed to be 'volunteers' by Cherwell District Council and are now locked into the scheme. A further training cycle commences in September and is shown at Annex A. It is assumed you will wish me (and presumably Mr Gardner) to continue to attend. I should state here that, in Deddington, personal appeals to individuals and through the media have so far produced no further 'volunteers'.

You will see that the future training session will cover the more practical aspects of the development of a Community Response Plan, i.e. care of the homeless, health, hygiene, law and order etc.

The opinion of Authority is that the size of the local team should be about 5 individuals. That is :

A community co-ordinator (responsible to the Chairman of the Local Council) and 4 advisers to cover Feeding, Health, Technical aspects and Welfare. A list showing the responsibilities of these advisers is at Annex B.

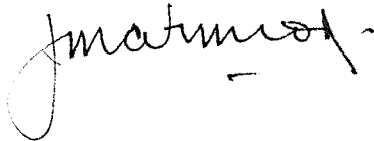
Progress to date is as follows:-

- a) A 'Guidance Instruction' on an emergency plan for Deddington, Clifton and Hempton is being written.
- b) I am in process of completing a handbook (provided by CDCO listing local resources.
- c) Negotiating the use of the local library as a 'Control' Centre.
(The Fire Station is better endowed but there is reluctance to lending it to us. For good reasons.)
- d) Negotiating the use of the Primary School as a refuge centre/hospital.
- e) Continuing through media and personal approach to find volunteers.

Before completeing the 'Guidance Instructions' however some policy decisions need to be addressed by the Council. These primarily concern the question of control. It is assumed that following some major disaster in the local area that the Chairman of the Council would wish to retain responsibility for the control of any situation and the subsequent reponse to it. . To this end the Council would be well advised to consider the formation of an Emergency Planning sub committee.

To provide essential continuity and control it is recommended that the following be considered.

- a). The Council to state its acceptance of the need for a 'Civil Protection Plan '
- b) To agree the formation of an Emergency Planning sub committee to address the detail of the plan. The vice chairman of the Council should head the sub committee.
- c) The Councillor nominated as Community Adviser to be a member of the sub committee.
- d) Pending the acquisition of sufficient volunteers to man the advisory posts then councillors should be nominated annually to oversee the requirements of the Feeding, Health, Technical and Welfare functions.
- e) The councillor and the Clerk (presently attending training sessions) should be asked to continue them as well as any others who may be interested.



J. Marmion

3 August. 88

CHERWELL DISTRICT

COMMUNITY VOLUNTEER SCHEME

ANNEX A

CIVIL PROTECTION

COMMUNITY ADVISER TRAINING

AUTUMN/WINTER 1988/89

The revised Autumn/Winter Training Programme is now planned as follows.

<u>SUBJECT</u>	<u>DATE(S)</u>	<u>VENUE(S)</u>
Introductory evening for new Volunteers.	Weds, 14th Sept.	Bodicote House
*UKWMO	Weds, 21st Sept.	Bodicote House (Combined Session)
*a) Volunteer Radiac Survey Network.	Mon, 3rd Oct.	Waverley House (Combined Session)
*b) Recording and Reporting Fallout.		
*a) Radiation - Protection	Weds, 12th Oct.	Bodicote House
*b) Protective measures at community levels.		(Combined Session)
*Principles of Firefighting and Rescue.	Weds, 2nd Nov. Mon, 7th Nov.	Bodicote House Waverley House
Food and Water Control) and Conservation.)	Weds, 16th Nov.	Bodicote House
Emergency Feeding.)	Mon, 21st Nov.	Waverley House
Environmental Health & Hygiene) Care of the Homeless.)	Weds, 30th Nov. Mon, 5th Dec.	Bodicote House Waverley House
*Law and Order.) The Role of the Police.)	Weds, 11th Jan. Mon, 16th Jan.	Bodicote House Waverley House
Community Plans	Weds, 25th Jan. Mon, 30th Jan.	Bodicote House Waverley House
*Guest Speaker		

All Sessions commence at 7.30p.m. and last approximately 1½ - 2 hours.
Refreshments will be served.

For further information contact Cherwell District Emergency Planning Assistant,
Mr.G.Todd, Banbury (0295) 52535 Ext.122.

(a) Community Co-ordinator

Advice to nominating Council or Committee.
Co-ordination of Community Team activities.
Communications
Morale and information/advice to the public.
Location and operation of Community Post and Information Centre.
Operational log and situation reports.
Liaison with neighbouring communities.
Liaison with District Council emergency planning staff.
Records of the Community emergency plan.
Reception and training of volunteers.
Allocation of volunteers to tasks.

(b) Feeding Adviser

Water resources.
Food resources and production.
Management and distribution of food and water.
Management or manning of feeding centres.

(c) Health Adviser

Provision of first aid and casualty evacuation.
Advice on environmental health and hygiene.
Burials.

(d) Technical Adviser

Co-ordination of fire fighting.
Rescue of the trapped.
Management of transport and machinery.
Management of fuels (petrol, oil, lubricants and solid fuel)
Clearance of debris.
Reconnaissance and assessment of the situation.
Protection against and reporting of radiation or contamination.
Warning systems.
Repair of housing.

(e) Welfare Adviser

Shelters and the marshalling of people to them.
Management or manning of rest centres.
Reception records at shelters/rest centres.
Billeting and re-housing from rest centres.
Requisition and finance.
Law and order.

People with skills in radio communication and first aid are also needed.

Phase II of the Windmill scheme has now entered its final stage, where a price has been agreed, and the deductions are more or less finalised. In other words we can now see, for the first time, the bottom line. All else heretofore has been speculation.

In addition to the Council's meetings on the subject, there was a meeting at the Windmill Centre on 30th August, and some of my comments are pertinent to the proceedings of that meeting.

1. BASIS OF VALUATIONS. The Parish Council is aware of the requirement to obtain the best possible deal for the village. If this transaction had been a straightforward sale of land, to go to auction would be the obvious course.

It is not a straightforward sale, but an exchange agreement. The first application for planning on the old playing field was turned down. It was taken to appeal by RD, with the PC's approval, and again refused, but on the grounds that neither RD nor PC owned the alternative playing field, though RD had held an option to purchase since mid 1986, if not earlier. There was a new Planning application, and this time the permission was granted, with a section 52 agreement on it, to the effect that the new playing field has to be provided, before anything further could happen.

As an exchange agreement, values have to be negotiated, and the DA had questioned the employment of a commercial firm of agents by the FWG in earlier part of the deal, and it was agreed by all parties to use the DV, who has to be in a position to defend his opinion if necessary, and is.

Accordingly, while the PC owns the old field, nothing can be done with it without RD's new field, and RD's access. We understand the planners are somewhat sceptical about alternative accesses, and the playgroup site, which appears as part of one such proposal, belongs to OCC. They have not had particularly happy results in past dealings, and since the idea of any approach roads to a now purely commercial operation being undertaken on their land, would probably want a fair pound of flesh. Also where is the playgroup going to?

The DV is thus in the position of being an independent assessor of the values and to some extent the costs involved, and thus the PC has expert advice.

2. KEY MONEY and ACCESS. The DV is aware of the STOKES v CAMBRIDGE case, and used that to base his opinions, as far as I can gather. The first Key is the Section 52 agreement. The second is the Access. Mill Close is/is not part of the highway, but the land between Nos?? & ??, Mill Close belongs to RD.

3. COSTS. As I said before, this is an exchange deal, one piece of land for another plus a cash payment. Somebody has to construct a playing field to replace the one being given up, and since this operation has had, from the commencement, a slightly speculative aspect, it is beyond the remit of the PC to spend large sums of money on planning applications, appeals, etc, construction work and land purchase, money which would have had to come out of the ratepayer's pocket, but have actually been

provided by RD.

There has been a comment about the quality of the two playing fields, but has anybody compared the two? The new one is vastly superior to the old one. Also, if the present playing field is continued in use, no funds would accrue to the PC and a loan debt of over £30000 will still need to be repaid.

The cost of the land was monitored by the DV, who achieved a substantial reduction on our behalf, and other items were likewise negotiated by him in the items to do with road costs and loss of houses, etc - as a result of which the deductions were reduced by a very, very substantial sum.

A very large payment to OCC to release a covenant on the new field was very substantially reduced by the efforts of the solicitors and the DV.

The construction work and its costs are being monitored by our consultant, Mr Barnes, who also vetted the original specification for the field as proposed by RD, and recommended some additions which were approved by the Council. It is at the recommendation of our consultant and his predecessor, Mr Taylor, that one of the top playing field constructors was employed. The PC will acting on Mr Barnes' advice as to the date of the land exchange, in other words, on the fitness of the new field.

We now come to facts and figures.

I will deal with the costs first, and progress from, there on.

Item 1. Is due to work involved in the alteration to the Centre building as part of phase 1. It might be considered as part of the affair over architects costs, which is still being argued.

£6828

Item 2. A fence round the old field, not now required.

Item 3. The Cost of purchasing the land for the new field, which includes the cost of four years options thereon, legal costs, and the straight purchase cost.

£129931

Item 4. Earth moving, drainage and construction work. A detailed list of costs is to hand, and each item was supervised and its costs scrutinised by Mr Barnes, our consultant. The basic specification drawn up by the FWG and RD was modified upwards on Mr Barnes' recommendation, so that a cost of £64924 for the original work plus £27753 approved by this Council brings the cost of constructing the field to:-

£92677.

Item 5. The cost of fencing the new field.

£7329

Item 6. Planning & Architects fees for new field.

£3413

Item 7. Legal costs involved in the land transfers, etc.

£1000

Item 8. appears on both sides of the account, as a gross payment to the Pc, and as a deduction. It represented the loss of one house on the Mill Close site, and was disallowed by the DV.

Item 9. is cost of putting in roads to a higher standard in the present Mill Close, when the whole affair was still under appeal, and thus speculative. There was considerable bargaining by the DV over this.

£28000

Item 10. A payment to OCC to lift a covenant on the new playing field.

£24375

The Deductions total;

£293553.00

The field was inspected by Messrs Barnes and Sacha, the first on the behalf of the PC, and the latter on behalf of CDC, and the verdict is that the field has every indication of being ready for play in May 1989, with care and attention being provided by Welbourn Sportsground as part of the existing contract they have.

No construction work may take place on the old field until May 1989, at which time it is anticipated that the Section 52 will have been complied with, but that the transfer/exchange deal may go ahead now. In effect, therefore, the new field will become our property, and the old one Rockwell's when conveyances now in preparation are completed. There is a performance bond and guarantee against any defect or failure of seeding, cultivation or construction, etc on the new field for one year from 30 Sept 1988.

The exchange contract calls for an index from October 1987 to Sept 1988 to be applied to a purchase price negotiated in that contract.

The starting price, for want of a better term, for the old field of 3.8 acres, was set by the DV, who took into consideration the presence of two keys, the first the Mill Close access being owned by RD, and the Section 52 agreement, by which no building or any other planning permission exists for the old field unless the new field is available. He also took into account that while the contract was negotiated in late 1987, and much work had to be done before it could be completed, the delay and risk factor warranted the price he set.

There is also a point that some .35 of an acre of tree screening has to be provided, plus 10% set aside as an open space in the area of the development. This Council also wrote into the deal a requirement for 20% of the new houses to be starter homes.

There are two sides to every deal, and one cannot win them all. The DV had consulted the planners on the subject of alternative access, as I mentioned earlier.

The starting price, including keys etc, was £125000 per acre, and the index factor he has determined is x2.25, which gives a figure of £281250, or the sum of £1068750 for the field, which less the

deductions mentioned earlier, gives a sum payable to the village, in the course of the next few days, of £777,000.

The PC believes that as good a deal as could be achieved has been obtained. It is very easy to have hindsight, and say that "so & so should have been done." This operation has taken a long time, with a lot of adverse comment often being levied at the people involved, and I personally have been very critical at times myself. A difficult time has been had by all at one time or another, but I feel that a worthwhile end to the entire saga is now at hand.