

Whitchurch Town Council

Civic Centre
Whitchurch
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EXTRAORDINARY FULL COUNCIL

MINUTES OF THE EXTRAORDINARY FULL COUNCIL MEETING HELD ON WEDNESDAY 4TH JULY 2018

PRESENT

Cllrs: J Martin, T O'Neill, T Neville, B Duffy, A Hall, N Raynes, M Barker, H Vasey

IN ATTENDANCE

Nicola Young – Town Clerk

Steve Law – Strategic Asset Manager, Shropshire Council

Keith Parry – Senior Surveyor, Shropshire Council

1. Apologies

Cllr Sinnott

Cllr Broders

Cllr Chesters

Cllr Fewster

2. Declarations of Interest

None received.

3. Public Participation

There was no public present.

4. CONFIDENTIAL BUSINESS

After a proposal from Cllr Neville, seconded by Cllr Hall, it was **WTC/47/1819 RESOLVED** to exclude the public & press from the remainder of the meeting in accordance with the Public Bodies (Admissions to Meetings) Act 1960.

5. Transfer of the Civic Centre Freehold

Shropshire Council Officers, Steve Law, Strategic Asset Manager and Keith Parry, Senior Surveyor remained in attendance for the Confidential session.

Steve Law explained that Shropshire Council have been working for some time to transfer the freehold of the Civic Centre to Whitchurch Town Council. A paper was agreed by Cabinet in April 2018 that:

- a. Subject to the completion of all due diligence and the agreement of Heads of Terms, the freehold transfer of Whitchurch Civic Centre from Shropshire Council to Whitchurch Town Council be approved;
- b. Delegated authority be granted to the Head of Business Enterprise and Commercial Services in consultation with the Portfolio Holder for Corporate Support, to progress and conclude all aspects of the transfer.

Signed 1

Steve Law explained that the agreed rationale has been to delegate responsibility to the Strategic Asset Manager (himself) and Shropshire Council officers were at the meeting to agree the Heads of Terms for the transfer of the Civic Centre freehold.

Draft Heads of Terms
Transfer of the Civic Centre to Whitchurch Town Council
Version 2. May 2018

(Agreed paragraphs in blue)

1. *The freehold of the entire Civic Centre, including the library, should be transferred to the Town Council for £1.*

Whitchurch Town Council agree.

2. *The premises can only be used as a Civic Centre which can include Town Council office accommodation and also provide space for public meetings, markets and recreational facilities including sport and entertainment. Rooms can be hired out to charities and community/not for profit organisations (which for the avoidance of doubt includes Shropshire Council) for fees which cover but do not exceed the commensurate running costs associated with the building.*

Whitchurch Town Council wished a 'full stop' to be inserted after the words 'Civic Centre' in the first sentence. It was explained that part of the Community Asset Transfer process was the stipulation for buildings to be for community use. It was therefore agreed that the wording "for the benefit of Whitchurch people in perpetuity" be added after "sport and entertainment". So that the agreed paragraph reads:

The premises can only be used as a Civic Centre which can include Town Council office accommodation and also provide space for public meetings, markets and recreational facilities including sport and entertainment, for the benefit of Whitchurch people in perpetuity.

3. *Shropshire Council will transfer whatever rights it has over the area edged red on the attached plan and it will be the responsibility of the Town Council to resolve any areas of disputed title and the responsibility of Shropshire Council to resolve the stopping up orders.*

Shropshire Council agreed to carry out the stopping up orders and Whitchurch Town Council agreed to resolve any areas with disputed title.

4. *The transfer would be subject to a lease and easement in favour of Scottish Power in connection with the sub station on the rear car park.*

Whitchurch Town Council agree.

5. *The existing library and garage (edged in blue on the attached plan) would be leased back to Shropshire Council on a 999 year internal repairing rent free basis for use by Shropshire Council for library or other purposes which are compatible with the location and adjoining uses.*

Discussion took place regarding the wording "other purposes" and it was agreed that the 'other purposes' would be in agreement with the freeholder and that the paragraph should read:

The existing library and garage (edged blue on the attached plan) would be leased back to Shropshire Council on a 999 year internal repairing rent free basis by Shropshire Council for library or other purposes, which are compatible with the location and adjoining uses, with the agreement of the freeholder, Whitchurch Town Council, but that agreement should not be unreasonably withheld; and arbitration put in place should agreement not be met.

6. ~~The library lease of the area edged in blue on the attached plan, can be terminated by Shropshire Council at any time by giving twelve months' notice in writing.~~

This would mean handing the site back to the freeholder, Whitchurch Town Council. It was therefore agreed to remove this paragraph.

7. *Upon completion the Town Council would be responsible for all structural and external maintenance and repairs of the entire Civic Centre complex (including the library).*

It was agreed that the condition surveys will be organised by Shropshire Council and Steve Law stated that he would expect the building to be in reasonable condition for transfer.

8. *The Town Council will be responsible for the buildings insurance of the entire premises (including the library accommodation) and will provide a copy of the insurance documents upon request but for the avoidance of doubt, Shropshire Council will remain responsible for the contents insurance for the area edged in blue on the attached plan.*

Agreed

9. *In recognition of the nominal purchase price of £1, the Town Council will not seek to recharge the cost of structural and external repairs and maintenance or buildings insurance.*

This paragraph was agreed pending the condition survey.

10. *During the lease back period, Shropshire Council would be responsible for staffing and managing the library and would also be responsible for associated running costs of the area edged blue on the attached plan to include heating, lighting, non-domestic rates and water rates. Where any of these services are shared with the Civic Centre a suitable apportionment is to be agreed prior to transfer.*

Agreed

11. *Shropshire Council will be responsible for any public liability insurance in respect of users of the library accommodation.*

Agreed

12. *Shropshire Council will be granted access rights (with or without vehicles as appropriate) over the areas shaded brown on the attached plan but will not be liable for any maintenance, repair or running costs associated with these areas. ~~The Town Council will ensure that the pedestrian access routes are unlocked and open to the public between the hours of 8.30am and 9pm on Monday to Friday and between 8.30am and 1pm on Saturday and will ensure that the rear vehicle access is kept tidy and free from parked vehicles during library opening hours.~~*

Much discussion took place regarding this item within the proposed Heads of Terms, it was agreed that:

- a. Shropshire Council would seek the cost of installing a door in the front of the Library
- b. Whitchurch Town Council will open the building when the Library is open, but that Shropshire Council will need to define normal library opening hours.
- c. To remove the wording above which is crossed through.

13. *Shropshire Council will have shared use of the central Hub area for Customer Services in accordance with a separate Service Level Agreement.*

This paragraph was agreed with the proviso that the Service Level Agreement is in place for both parties' satisfaction. The Strategic Asset Manager agreed to liaise with

Customer Services and Welfare Reform Manager to provide a draft Service Level Agreement for Shropshire Council's staff use of the Community Hub and for Whitchurch Town Council's agreement.

14. *Each party to bear their own costs.*
Whitchurch Town Council agree.

After a proposal from Cllr Neville, seconded by Cllr Duffy, it was **WTC/48/1819 RESOLVED** to accept the paragraphs as written in blue above, and to wait to hear from Shropshire Council with regards to the Stopping Up Orders and the SLA for the Community Hub.

Meeting closed at 7.35pm

Chairman.....

Date.....