

Mawsley Parish Council
Minutes of the Parish Council Meeting held on 1 October 2012

Present: Cllr. Thomas; Cllr. McIvor; Cllr Littler; Cllr MacDonald; Cllr Farthing; Diana MacCarthy (Clerk)

Members of the public present: Dominic Harman (TW) Chris Leeson (TW); Mrs Baker; Pat Rowley; Pat Downing; Cllr Moreton

12.10.1 Apologies for Absence: Cllr Cope; Cllr Barnwell

12.10.2 Declaration of Interests

Cllr. Littler declared his position as a Director of Mawsley Villagers Association Ltd. (MVA) and as a Director of The Centre at Mawsley CIC, and The Sports Council. Cllr MacDonald declared her interest in The Centre at Mawsley and The Mawsley Village Association. Cllr Farthing declared her interest in the MVA.

12.10.3 Allotted time for members of the public

No matters were raised by members of the public in attendance.

12.10.4 Minutes of the previous meeting

Cllr. Thomas proposed the minutes of the meeting held 3 September 2012 and Cllr. Littler seconded these.

12.10.5 Accounts and Budgets – move heading in line with Agenda

An up to date balance sheet of the Councils budget was provided.

ACTION 12.10.5.1 TCAM to be invoiced for Insurance as per the Agenda.

ACTION 12.10.5.2 Clerk to speak to Kettering Borough Council regarding the date of the precept request submission.

12.10.6 Matters arising from the previous meeting – see Minutes

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| 11.10.5.1 | Clerk | Letter to KBC re adoption of open space and pond | Update received from Julia Beckett – issues on-going |
| 12.10.5.1 | RB | To investigate wording for declaration on walk way | Declaration prepared. Cllr Barnwell to have witnessed by a solicitor then NCC to put on definitive map. |
| 10.11.16.1 | VC | To pursue possibility of relocating bike racks | Work being undertaken. |
| 12.7.9.1 | PT | Liaising with TW regards Centre | Letter to be sent to TW and Kier |
| 12.8.11.1 | Clerk | Advise TW and planning as regards change of boundary for property at Cransley Rise. | All parties advised. |

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| 12.6.15.1 | Clerk | Speak to school about junior Council | This has now been put in to action after liaison with the school. A further 'older' junior Council was also discussed, and it was decided that reference to this would be made in the newsletter. |
| 12.9.3.4 | Clerk | Speak to City and County Developments regarding road markings at Barnwell Court. | Ongoing |

12.10.7 **Mawsley Interface to Kettering Borough Council**

Please see below for report from Julia Beckett as regards the Bond issue within Mawsley relating to the roads.

12.10.8 **Taylor Wimpey**

Please see attached advice note received from Taylor Wimpey providing full update.

As regards on-going issues at The Centre, Taylor Wimpey asked that we continue to communicate through them and not direct with Kier.

12.10.9 **Mawsley Community Fund**

No applications received.

12.10.10 **The Centre at Mawsley**

Discussed briefly in reference to Taylor Wimpey.

Future funding of the community centre; Cllr Thomas and Bob Littler have met to discuss outline proposals. These are to be finalised and then reported back to full council. **ACTION** 12.10.10.1 Councillors to report on future funding to full council.

12.10.11 **Police Matters**

No police in attendance.

A village meeting with police in attendance was discussed in light of recent spate of burglaries. It was felt this would not be of much use as as police have agreed to put their resources in to tackling this issue and therefore the village meeting would have no useful function.

Neighbourhood watch within the village was discussed and it was decided that we contact the area co-ordinator for update on areas covered and resources available **ACTION** 12.10.11.1 Clerk – Contact area co-ordinator to discuss the above and a possible relaunch in Mawsley.

12.10.12 **Villager issues**

The possibility of CCTV camera's in and out of village, to be discussed at next meeting, when absent Councillors are in attendance.

12.10.13 **Correspondence and Clerks update**

Obtain copies of NCALC guide to Neighbourhood Planning for Councillors.

12.10.14 **Planning**

ACTION 12.10.14.1 Clerk to e-mail website link with village plans on etc to Councillors.

ACTION 12.10.14.1 Cllr Littler and Thomas to report back on planning meeting

12.10.15 **Items for newsletter/website.**

Post 11 school council – a request will be made for children within the village aged 11 plus to contribute to the Council.

Change of date for Council meetings to third Monday of the month from January 2013.

Report from Cllr Thomas and Cllr Littler re planning

ACTION 12.10.15.1 - Enquire as to cost of extra web page for village website.

12.10.17 **Any Other Business**

ACTION 12.10.16.1 Ring Brendan Coleman re litter on Village square

ACTION POINTS

The meeting ended at 21:22

Signed:

Date:

| | | |
|------------|--------------------------|---|
| 12.10.5.1 | Clerk | Invoice TCAM for insurance |
| 12.10.5.2 | Clerk | Speak to Kettering Borough Council regarding the precept submission date |
| 12.10.10.1 | Cllrs Littler and Thomas | To report to full Council on future funding of the Community Centre. |
| 12.10.11.1 | Clerk | Liaise with Neighbourhood Watch as regards a re-launch in Mawsley |
| 12.10.14.1 | Clerk | To email list of planning sites to Councillors |
| 12.10.14.2 | Cllrs Thomas and Littler | To report back on planning meeting to full Council. |
| 12.10.15.1 | Clerk | Ascertain cost of adding page to website |
| 12.10.16.1 | Clerk | Speak to Brendan Coleman at Kettering Borough Council as regards Littler in village centre. |

Mawsley Bond – Update from Julia Beckett at Kettering Borough Council

The Guarantee Bond was a deed made between the 'Seller', the 'Buyer' Alfred McAlpine Homes Holdings Ltd and 'the Guarantor' Zurich GSG Ltd.

The Deed was signed in late 1998 / early 1999.

The Bond was put in place in the sum of £5,000,000.

The purpose of the Bond was to protect the Seller from any liability arising from the failure of the Buyer to perform all obligations connected with the sale of the land and the delivery of the Planning Agreement

The Guarantee Bond states that if the Seller suffers or incurs costs as a result of the Buyer failing to perform any one of the obligations – the Seller could demand that the Buyer performs the obligation forthwith. The Guarantor agreed to guarantee the performance of the Buyer.

The Borough Council was not a signatory to the Bond.

The way the Bond was able to be discharged was through delivery of a stated number of works set out in Schedule 2 – Infrastructure Works. The process for discharge was that the Buyer made a written request to the Seller and the Seller's Surveyor to certify that certain works had been completed. The Bond amount could then be reduced by the amount set out in Schedule 2.

Alternatively, the Buyer could request that the Planning Authority prepare a letter acknowledging that certain obligations under the Planning Agreement (referred to in Clause 17) had been discharged – and the Bond would be reduced by the amount set aside the obligations in Clause 18.1.

The Bond was time limited and clearly states that the Bond would be returned to the Guarantor and discharged absolutely either when the Seller or their Surveyor acknowledges that all of the obligations have been discharged, or on 30th June 2010 – whichever is the sooner – unless there is a breach of the Agreement which has occurred and for which a claim in writing has been made by the Seller to the Guarantor. I have no knowledge of any claim being made by the Seller.

In December 2008, KBC received a request from Taylor Wimpey that the planning authority provide a letter stating which aspects of the S106 had been completed, in order for Taylor Wimpey to request that the Seller reduce the level of the Bond covering these specific areas.

Following legal advice, a letter was prepared and sent to Taylor Wimpey on 13th January 2010 regarding those obligations which had been completed.

On 13th February 2010 a letter was received from Taylor Wimpey saying the level of the Bond had been reduced. However, the amounts were not stated.

On preparing this note, Taylor Wimpey were contacted and have confirmed that the Bond has now expired and outstanding monies have been returned to them by Zurich at the point of expiry

Julia Beckett

250912

Mawsley Village Parish Council Update Report
1 October 2012

Presented by Christopher P Leeson

Mawsley Village Update Report

1 October 2012

Section 104 Foul and Storm Drainage

The full estate is split into two Section 104 agreements with Anglian Water.

Since the last report to The Parish Council, the second of the two agreements (Phases 2 & 4) has been formally entered into with Anglian Water and registered with the legal teams.

The full foul drainage system is now adopted by the undertaker.

The storm drainage system is in the process of being inspected and, any remedial works identified will be documented and, sent out for formal tender.

Foul Pump Stations

Both foul pump stations have been advanced onto formal practical completion (maintenance) with Anglian Water. This involved inspections and works to bring the telemetry, pumps and compound to current standards. Both stations are now being monitored remotely by Anglian Water and any component shut down is immediately dealt with by our 24/7 engineering company, Pims Pumps Ltd.

A reduced maintenance period of 6 months in lieu of the normal 12 months has been negotiated and secured with Anglian Water.

The compounds land can now be transferred to Anglian Water ownership from Taylor Wimpey ownership. The transfer drawings have been produced and sent to legal teams for agreement. The aim is to have the transfers completed in time for the formal adoption of the pump stations due April 2013.

Section 104 - Works to complete prior to adoption

Following the inspection of the storm system and tenders of the identified remedial works, the physical works and inspections with Anglian Water will be required. The final inspection with the undertaker is dependant on all the S38 road construction works being completed, as the ironworks need to be completed. (Inspection Chamber lids at a flush level in the finished roads)

In line with current legislation, a retrospective discharge agreement will be required to be entered into for both agreements. This is where the storm water enters the balancing lagoons; the current land owner will be requested to enter this discharge agreement, all be it the discharge is implied in previous land agreements.

Section 104 - Risk Elements

The whole drainage system has been designed on superseded standards for adoption (Sewers for adoption 5th Edition and 6th Edition). The undertaker can and may insist on current standards of design, which may mean that the current 100mm thick cast iron covers need changing to 150mm thick covers. We are negotiating with Anglian Water on this issue, as this would have a detrimental effect on the adoption programme.

Section 38 Roads, Verges and Footways

These are split into seven separate phases. Only phases one and two are party to formal legal agreements with Northamptonshire County Council (NCC), however a system of retrospective agreements has been agreed with NCC.

A copy of the phased plan is in the appendix attached to this update.

Status Report on a Phase by Phase basis

Phase 1

Works are fully completed and inspected by NCC. We have presented the phase for adoption some months back however; the final lighting checks have been delayed. We are insured by NCC that this has now been given priority. We hope to report the formal adoption of this phase and associated service strips to NCC at the next meeting.

Phase 2

Works are fully completed and on formal maintenance, adoption cannot progress until the S104 foul system is adopted by Anglian Water. We will continue to maintain the works, lighting, gullies and service strips until the phase can be presented for a reduced formal maintenance period, budgeted as Easter 2013.

Phase 3

A £325K order has been placed with Griptrak Midlands Ltd, to complete these works inline with the drawings attached in the appendix to this report. Works have started and are budgeted to be completed before Christmas 2012. Considerable negotiations and submissions have been undertaken to agree this phase. The final lining was including the consultation with The Parish and the members of the village along with phases 2 & 4.

We have one issue with the proposed additional path to outside 2 Loddington Way, the home owner has title to the land were The Parish, wish to see a link footway / cycleway and has intimated that they will not transfer the land to this company without

considerable consideration. If we are not able to come to a reasonable compromise with the home owner, we will not be able to provide the path as requested. (See Appendix photographs)

The completion of phase 3 will release the David Wilson Homes phases for subsequent maintenance and adoption; this will also complete the second major access into the village.

Phase 4

Works have been completed and inspected by NCC and confirmed as acceptable. Lining works have been completed in line with the agreed plans presented in the aforementioned consultation. We will continue to maintain the works, lighting, gullies and service strips until the phase can be presented for a reduced formal maintenance period, budgeted as Easter 2013.

Phase 5

Phase 5 design drawings are being advanced ready for submission to NCC, albeit they are generally in line with the as build base construction on site. We have met with MGWSP (NCC agents) to run through the works required.

Tendering is budgeted to take place for returned tenders by mid November 2012, with works following in December or directly after the Christmas shutdown if safer.

Phase 6

Works have been completed and inspected by NCC and confirmed as acceptable. Lining works have been completed in line with the agreed plans presented in the aforementioned consultation. We will continue to maintain the works, lighting, gullies and service strips until the phase can be presented for a reduced formal maintenance period, budgeted as Easter 2013.

Phase 7

Phase 7 design drawings are being advanced ready for submission to NCC, albeit they are generally in line with the as build base construction on site. We will meet with MGWSP (NCC agents) to run through the works required.

Tendering is budgeted to take place for returned tenders by mid December 2012, with works following directly after the Christmas in line for an Easter completion.

Residential Street Phasing

The works in these areas are generally completed, however snagging, remedial works and actions will be required along with the formation of legal agreements, following the completion of the above infrastructure phases.

Public Open Spaces, Incidental Areas and Eco Meadow

We have been negotiation with Kettering Borough Council to consider adopting the POS areas in two phases. The first phase has been agreed in principle (areas distinct and not related to any S38 service areas) and presented to KBC. A commuted sum has however been presented to this company (£270K) which the Section 106 agreement is silent on. We will be entering into negotiations with KBC following legal council on this matter in-order to come to a mutually acceptable sum to both parties. Meetings are programmed to take place in the next month and we are on line to undertake this transfer early in the New Year 2013. (see appendix for phase 1 transfer plan)

Eco Meadow

We have continued to advance the meadow in line the agreed specification. Following the last meeting where feelings were running high on this issue, we arranged for a hand stone pick and targeted thickening up. The climate over the last year has been conducive to the development and growth of the meadow and, an inspection before this meeting revealed a greatly improved area. We are negotiating with KBC to take this area on early with an increased commuted sum on top of the £10k already agreed, to insure the future growth and enjoyed amenity value to the village. A meeting is planning in the next few weeks to discuss a “meandering footpath creation” through the meadow and to check progress ready for an early adopted next year 2013. (Please remember legal transfer can take 3-6 months)

General Maintenance

We have continued to fund a landscape contractor on minimum of two weekly visits to keep the open spaces, verges, service strips and channels maintained.

General Commitment

We have employed GWS Developments, a specialist adoption agent to help advance this scheme. Geoff Smith has extensive experience in this are has been actively involved for the last year in the scheme.

Contact Details

Christopher P Leeson
Project Coordinator Taylor Wimpey East Midlands Ltd
0116 281 6000

Geoff Smith GWS Developments
Site Consultant and agent for TWEM

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Phil Brown - BEng (Hons) CEng MICE MCIHT MCIWEM CWEM

Design Consultant

JPP Consulting Ltd

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01604 781811

Grant Johnson

Site Forman and Works Manager

Griptrak Midlands Ltd (Griptrak have undertaken works to Ph2, 4, 6 & 3 + Lining Works)

07866 416696

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