

Minutes

Overview and Scrutiny Committee

7th April 2010



Councillors	Present	Councillors	Present
J. Baugh	Apologies	A. M. Meyer	Yes
G. Cohen	Apologies	R. Ramage	Yes
M. Dunn	Apologies	D. E. A. Rice	Apologies
Dr. R. L. Evans	Yes	A. F. Shelton	Yes
M. Gage (Chairman)	Yes	Mrs. J. Smith	Yes
J. E. B. Gyford	Yes	F. Swallow	Yes

Parish/Town Council witnesses in attendance:

Cllr. Tony Hayward, Great Bardfield Parish Council
Cllr. Maggie Pawsey, Gosfield Parish Council
Cllr. Tony Strudwick, Gosfield Parish Council
Cllr. Shirley Diver, Halstead Town Council
Cllr. Joe Burlo, Pebmarsh Parish Council
Cllr. Jack Prime, Rivenhall Parish Council
Adrian Corder Birch, Clerk to Sible Hedingham Parish Council
Cllr. Phil Barlow, Witham Town Council

Sarah Burder, Section 106 Monitoring Officer (and Chair of the Section 106 Officers Group) was also in attendance.

73. CLLR. DR. R. EVANS

The Chairman welcomed Cllr. Dr. R. Evans to the meeting following his recent operation and was pleased to note that he was making a good recovery.

Cllr. Evans thanked the Committee for its card and for sending him best wishes.

74. DECLARATIONS OF INTEREST

INFORMATION: There were no interests declared.

75. MINUTES

DECISION: That the minutes of the meeting of the Overview and Scrutiny Committee held on 31st March 2010 be approved as a correct record and signed by the Chairman.

76. QUESTION TIME

INFORMATION: There were no questions asked or statements made.

77. SCRUTINY HEARING WITH PARISH REPRESENTATIVES – STUDY INTO HOW CONTRIBUTIONS FROM SECTION 106 AGREEMENTS ARE MANAGED BY THE COUNCIL

Cllr. Gage welcomed the Parish/Town Council representatives to the meeting.

He referred to the Question Plan for the Scrutiny Hearing that had been previously circulated to witnesses and which would form the basis for tonight's session.

He also reminded the Committee of its terms of reference for this study, and invited Sarah Burder to summarise the key elements of Section 106 Agreements.

Sarah reminded the Committee that legal agreements which secure planning obligations make a scheme - which is otherwise unacceptable in planning terms - acceptable. The relevant guidance is contained in Government Circular 05/2005 and states that Section 106 Agreements must be:

1. relevant to planning;
2. necessary to make the proposed development acceptable in planning terms;
3. directly related to the proposed development;
4. fairly and reasonably related in scale and kind to the proposed development; and
5. reasonable in all other respects.

Points 2, 3 and 4 of the guidance became law when the statutory instrument which deals with the Community Infrastructure Levy (CIL) was passed on 6th April 2010.

There are a number of specific things that a Section 106 Agreement can do as follows:-

- * restrict the development or use of land in a specified way;
- * require specific operations or activities to be carried out in, on or under the land;
- * require the land to be used in a specific way;
- * require a sum or sums of money to be paid to the local planning authority.

Sarah emphasised that the focus should not be on the benefit that a Section 106 Agreement can procure, but rather it is about what is necessary to mitigate the effects of the development and to make the proposal acceptable as a good quality development in land use planning terms.

The Chairman then referred to the Question Plan and invited the Parish/Town Council representatives to answer the questions.

A summary of the question and answer session is set out below.

Question 1

Are there any additional points or information that you would like to add to the information that you have already provided in your Parish/Town Council's original submission? (if your Parish/Town Council did not respond to the initial consultation, you are welcome to make some brief opening comments should you so wish)

Answer to Question1 by Cllr. Tony Hayward, Great Bardfield Parish Council

I refer to the written submission by the Clerk of Finchingfield and Great Bardfield Parish Councils that was included in the Information Pack and would expand on a couple of issues. There were two developments (now somewhat historic) that were built in the Great Bardfield/Finchingfield area involving Section 106 Agreements. These had caused concern at the time in that the Agreements did not appear to be operated as intended.

The first was a development involving a Section 106 Agreement in Northampton Meadow which extended beyond the development line, and included an element of affordable housing. It was thought that there was to be a footpath included in the development which would link this development to the High Street, but this was apparently negotiated out of the deal although the Parish Council was not aware of this at the time. The affordable housing element when completed came under the control of the Blackwater Housing Association and we understood that the Parish Council would have the opportunity to be involved in the recommendations for allocations, although nothing was heard. Subsequently, ownership of the housing passed to South Anglia Housing Association and then to Circle Anglia Housing Association. It was not until the latter association took over and following further enquiries from the Parish Council that appropriate arrangements were put in place to consult the Parish Council.

The second case refers to a development at Finchingfield Nursery where we understood that a dwelling was built with a Section 106 Agreement tying its occupation to an agricultural holding. It appears that over time the Section 106 Agreement was overturned although the Parish Council knew nothing of it and were not consulted.

On page 5 of the Information Pack, there is a reference to provisions in the legislation for Section 106 Agreements to be modified with the agreement of all the parties, but this does not appear to have happened in this case.

Finally, I am interested in how the system works in relation to Section 106 Agreements as I have been invited to join the Housing Department's Rural Panel.

Comments by Sarah Burder

I am not specifically familiar with the two cases.

However, historically, there have been problems in relation to Housing Associations involvement in Section 106 Agreements in the context of affordable housing, where one Housing Association has been superseded by another. In connection with the Rural Review, Tim Lucas will be reviewing past agreements with a view to ensuring that the type of problem referred to by Councillor Hayward does not recur.

The Parish Council may not have been specifically consulted in relation to the Finchingfield Nursery case unless they were a specific party to the Section 106 Agreement.

Comment by Cllr. A. Shelton

There were similar problem at a site at Bures Hamlet involving Circle Anglia Housing Association.

I hope that some formal indication would be given to Members when the 'tidying up' exercise by Tim Lucas has taken place. We need to ensure in the context of Section 106

Agreements that there is a link between affordable housing in rural areas and the local Parish Council, and that all parties adhere to the Agreement as made.

Comment By Sarah Burder

Whilst all Section 106 Agreements can be negotiated and varied, the various parties have to agree to any amendments.

(Cllr. P. Barlow joined the meeting at this point).

Answer to Question 1 by Adrian Corder Birch, Sible Hedingham Parish Council

Insofar as Sible Hedingham Parish Council is concerned, Section 106 Agreements have been under consideration for some time. Myself and Cllr. Beavis the Chairman of the Parish Council, met with Sarah Burder approximately 18 months ago and went through all the Section 106 Agreements in the Parish which was extremely helpful.

Pages 26 to 29 of the Information Pack details the response of the Parish Council to the consultation and covers 14 points.

The additional comments that I would make or issues that requires highlighting are as follows:-

1. (The Premdor Site) The planning application is still awaited. It has been agreed in principle that the Parish Council will be a party to the Section 106 Agreement because of certain land transfers that will take place.

Comment by Sarah Burder

In this particular case, the Parish Council is to benefit from those parcels of land and that is the reason for the Parish Council being a party to the Agreement. It would not be practical or feasible to make Parish Councils a party to every Section 106 Agreement.

3. (Parish Council wish to be consulted upon and have site of all draft agreements) The wording of Agreements has been so wide that education monies, for example, have been allocated to the whole Braintree District as opposed to benefiting exclusively schools in Sible Hedingham.

Comment by Cllr. M. Gage

We note the point you are making. The County Council is the education authority and we understand that they are tightening up on how the money should be spent. However, we do follow the requirements (which are formula based) and guidance of the education authority in relation to the contribution that it requires from Section 106 Agreements and how it should spent.

Comment by Cllr. F. Swallow

I think it is important that we should consult the Parish Councils on Section 106 agreements where it is practical to do so.

I accept that we have to follow the advice of the education authority in respect of its requirements as they are the experts in that particular field.

Comment by Cllr. M. Gage

The Government is introducing a Community Infrastructure Levy (CIL) to be raised on new residential and commercial development to make a financial contribution to the infrastructure needed to support future levels of development so that developers will know up front what to include in their development costings.

The CIL definition of infrastructure includes road and transport facilities, flood defence, education and medical facilities, sporting and recreation facilities, open space and affordable housing.

Comment by Cllr. J. Gyford

Clearly, the Parish Council as I understand it wanted to tie the financial benefit to one or more specific schools within the Parish. Are we being told that this is illegal and cannot be done under any circumstances without the law being changed, or are we being told that this is not county policy. Can we clarify the position?

Comment by Sarah Burder

I am not totally familiar with the County Council's policy, but the Section 106 Agreement in relation to education contributions will reflect the County's policy. The more recent wording that is often used in Section 106 Agreements will normally specify that the money is spent 'in the vicinity of the site', and often split between primary, secondary and pre-school elements.

Comment by Cllr. Gyford

The crucial question in this particular instance is on the definition of "in the vicinity of" which is presumably relevant to both the existing legislation and the new legislation, and whether that is in accordance with what the Parish Council assumed to be the case.

Comment by Cllr. Dr. R. Evans

The issue of the Section 106 Agreement wording has been raised by Mr. Birch – why was the wording not drafted as tightly as it should have been. The wording is obviously crucial in any Section 106 Agreement.

Comment by Cllr. M. Gage

This is one of the issues that we need to look at further in the context of our study.

Comment by Adrian Corder Birch, Sible Hedingham Parish Council

I feel that Sible Hedingham would welcome the inclusion of the words "in the vicinity of the site", because the old Section 106 Wimpey Agreement referred to in the written submission indicated "money for education will be allocated for the whole of the Braintree District". That is the wording that the Parish Council disagrees with. The fact that the County Council is tightening up on the wording is to be welcomed.

Comment by Sarah Burder

Over recent years, the wording has improved and Officers have learnt from their experience with drafting agreements that the wording needs to be precise particularly given that developers themselves are much sharper in their negotiations.

Comment by Joe Burlo, Pebmarsh Parish Council

It occurs to me that the term “in the vicinity of the site” might have an explanation or something similar to the local connection wording. You have very specific items in terms of priorities that define the local connection and these priorities can cascade down in your definition of local connection.

Comment by Sarah Burder

The contributions provided for in a Section 106 Agreement are only triggered once the development has commenced. If you are too specific with the wording there are dangers that what was considered reasonable and relevant in relation to priorities at the time the Agreement was made may no longer be appropriate if the development was started some years after the planning permission was granted and circumstances have changed.

4. (Parish Council to have a copy of the completed Section 106 document) Access to Section 106 Agreements has improved.

Comment by Cllr. M. Gage

Completed Section 106 Agreements are available on the Council's web site.

5. (more effective control by BDC in collecting Section 106 Agreement monies) It would be helpful if the schedule showed which contributions need to be repaid if not used, and those that do not.

Comment by Sarah Burder

In the past, there have been instances of delays in the Council collecting monies. This is mainly due to the slump in the housing market where we have negotiated and allowed some leeway to developers who are experiencing cash flow difficulties.

7. (Section 106 monies –artwork) The Council has responded to this item indicating that the money will be used for a publicly accessible publication that may include a pottery trial. This is an example of a variation to a Section 106 Agreement.

8. (Query as to which Officer in BDC is responsible for Artwork items included in Section 106 Agreements) The Council has responded indicating that Robert Rose has now taken over this responsibility.

9. (Publication of information on section 106 Agreements) It would be useful to have a schedule similar to the one at the back of the Information Pack that was sent to Parish Councils annually.

Comment by Sarah Burder

I indicated at an earlier Scrutiny Hearing with Officer Witnesses last week that I would be happy to publish the schedule on the Council's web site and for this to be updated quarterly.

10. (Public Inquiry – 133/135 Swan Street, Sible Hedingham - Loss of Highway contribution) The Parish Council would always be prepared to attend a public inquiry to give evidence if required, and similarly Essex County Council if called upon to do so.

Comment by Cllr. A. Shelton

It does not seem unreasonable for the Parish Council to expect that at a Public Inquiry the Council would ensure that sufficient evidence is produced in support of the Council's case.

11. (List of community facilities to which Section 106 Agreement monies can be applied). The Information Pack supplied by Steve Bore indicates that the list also includes flood defences and flood prevention. I would like the Council to note that Sible Hedingham was one of those Parishes which does suffer greatly from flooding, and although 3 flood lagoons have been provided other parts of the village are still susceptible to flooding. In appropriate Section 106 Agreements in the future, the Parish Council would be grateful if contributions were included for flood defences and flood prevention.

Comment by Cllr. M. Gage

We take the point and will draw this to the attention of the Planning Department who will; need to liaise with the appropriate Agencies when negotiating Section 106 Agreements.

12. (Provision of Section 106 monies for street lighting and provision of allotments)

Comment by Sarah Burder

Yes – Section 106 monies can be provided for both of these.

13. (Apart from transfer of land what other S106 benefits in kind can be provided)

Comment by Sarah Burder

These can include:-

- (a) Safe pedestrian access, amenity space and open areas for use of the public, including formal recreation space, together with commuted sums for their maintenance;
- (b) Community facilities including community premises, healthcare, education facilities, children's play space and equipment, crèches, public toilets and recycling facilities;
- (c) Affordable housing;
- (d) Access, public transport improvements, shopper's parking and provision for pedestrians and cyclists, and green travel plans;
- (e) Conservation and enhancement of historic buildings, open space and the natural environment;
- (f) Improvements to utility infrastructure.

14. (BDC Policy – Section 106 Agreement monies –wind turbines)

Comment by Sarah Burder

The Council has no specific policy regarding wind turbines and each case would be considered on its merits.

Comment by Cllr. Jack Prime, Rivenhall Parish Council

In connection with Section 106 agreements associated with industrial type developments, could Section 106 monies be used for allotments.

Comment by Sarah Burder

The issue would be whether you would need to provide allotments to mitigate the effects of the development and whether such a provision complied with the five tests laid out in the Government Guidance ie. relevant to planning; necessary to make the development acceptable in planning terms; directly related to the proposed development; fairly and reasonably related in scale and kind to the proposed development; reasonable in all other respects.

Comment by Adrian Corder Birch, Sible Hedingham Parish Council

As regards page 11 of the Information Pack (Section 10 – 2nd sentence), I would prefer to see Responsible Officers “ordered” rather than “encouraged” to work more closely with Members, Parish and Town Councils in connection with expenditure of Section 106 receipts.

Comment by Cllr. M. Gage

I feel this is more of a semantic point, but I think the Council would prefer the use of the word “encouraged”.

Comment by Adrian Corder Birch, Sible Hedingham Parish Council

As regards the provision of future maintenance costs, could this be used more in future Section 106 Agreements?

Comment by Sarah Burder

Officers will enter into negotiations with developers and will endeavour to use their negotiating skills to try and achieve the best deal including the issue of maintenance costs, but it has to be agreed by both parties.

Comment by Cllr. P. Barlow, Witham Town Council

From my experience there is always a difficulty in seeking to fund essential revenue expenditure through Section 106 Agreements. In respect of the Great Notley Village development, for example, a number of areas were set aside for recreational/amenity land. A certain sum was included for ongoing maintenance for grass cutting etc., but over a relatively short period of years inflation reduced the sum available in real terms.

I would sympathise with Officers trying to negotiate a set of revenue sums out of what is essentially a capital pot. I can understand why Officers might not want to go along that route. You should either negotiate maintenance costs for a set period for a set sum or require maintenance to be carried out for a set number of years, but developers would be reluctant to give you a blank cheque.

Comment by Adrian Corder Birch, Sible Hedingham Parish Council

As regards variations to Section 106 Agreements, this occurred recently in Sible Hedingham when an agreement provided for artwork of a comparatively small sum on a small site. It was agreed that the developer pays the same contribution, but towards a larger project elsewhere in the village. Could those variations be included in the quarterly schedule to be provided on the Council's web site so that Parishes are aware of them?

Comment by Cllr. M. Gage

Yes – we will include variations in the schedule.

Answer to Question 1 by Cllr. Phil Barlow, Witham Town Council

My experience is based on the periods when I was a member of the County and District Councils.

In my view, the more consultation that can be undertaken at Parish or Town Level the better will be the final Section Agreement, because it is members at that level than can provide much of the detail that will help to 'lubricate' a development.

At County level, I found that there was an aloofness and almost a failure to either comprehend or to explain why such huge demands were made on the Section 106 budget. I do not have any problem in respect of the Community Infrastructure Levy being directed at strategic developments, and it is easy to appreciate, for instance, that contributions are needed for highways.

The problem I experienced at County Hall and continue to have is in connection with education. To a certain extent you can appreciate that a development will generate a demand for extra school places. However, in many cases I received the strong impression that Officers were using Section 106 money to replace what should have been the spend that they received through Government Grant and the Council Tax. I think that works to the detriment of other aspects that the District Council would want to lever in, and what the Parish Council would want to see by way of a little 'icing on the cake'. For example, the Maltings Lane development at Witham has taken a long time to come to fruition and a sum of money was set aside to build a school. The school that is to be built is to house the children not only generated from the Maltings Lane development, but also to replace an infants school. I think there is evidence to indicate that the County Council levered in more money than legitimately they could have asked for.

Although I understand that the Agreements have been tightened up, there is still some discretion and I think pinning down County Council Officers is no bad thing.

Comment by Cllr. Dr. R. Evans

I agree with the point about consultation – you cannot have too much of it as long as it is constructive and based on fact. What matters is what occurs after the consultation. I am sure Cllr. Barlow will concur with my dissatisfaction with the developers concerning the delays in connection with the Section 106 Agreement regarding the place of worship site at the Maltings Lane site.

We need to secure the objectives within the Section 106 Agreement within a reasonable

timescale.

The Section 106 contributions need to benefit those Parishes affected by the development.

Comment by Jack Prime, Rivenhall Parish Council

Will the points raised by the Parish/Town Councils set out in pages 25 to 31 receive a specific written answer, and, if so, when?

Comment by Steve Bore, Scrutiny Manager

Yes – once the Committee's study has been substantially completed which is likely to be in May.

Comment by Sarah Burder

Section 106 contributions required by Essex County Council in respect of education are formula based taking into account the number of bedrooms per house in order to assess the likely increase in the child population. Whilst the County Council requirements are included in any Section 106 Agreement, District Council Officers have no direct involvement in calculating what those contributions should be.

Comment by Cllr. Phil Barlow, Witham Town Council

The biggest difficulty I experienced was in getting the County Council to be transparent.

On the issue of consultation on Section 106 Agreements, it is important to have early consultation as well as continual consultation.

If Officers have spent a long time either in preliminary or detailed negotiations with developers and then advise the Parish Council on what they feel is the best deal the Parish Council may not necessarily concur. It is important at an early stage to get the views of Parish/Town Councils.

Over recent years, developers now have pre-application discussions where they consult the Parish Council as part of that process. In such instances, the Parish Council has an opportunity to indicate what it is looking for in respect of that particular site. As a result of one recent consultation, the Town Council were able to indicate how it would like to see contributions to help develop the cycleway at the Blackwater Rail Trail.

If it is a significant development, I do not see why County and District Officers should not be doing the same thing so that they can get a view of what the local community is seeking.

On a different point, if you cannot fulfil the terms of an original Section 106 Agreement – what do you do? There is an example in respect of the Maltings Lane development where there was a sum of £750,000 set aside to build a new Witham to Hatfield Peverel link road to deal with highway safety issues. It had a time limit on it, but sum set aside was not capable of being converted into the required highway solution, and overtime the cost of the works had inflated to over £1m. The Witham Area Committee requested the County Council to consult the Council on what would be done with that money, and we gave them a shopping list of 5 priority areas. However, this was totally ignored by the County Council who decided to spend the money on a footbridge over the railway station.

The District Council as local planning authority needs to be aware that there appears to be a mismatch between engaging the community and responding to what they want. At County level, there appears to be a completely different strategic agenda. I hope your final report will reflect the fact that there is widespread dissatisfaction with the way that the County Council used the Section 106 money.

Finally, we asked over a year ago for a full set of accounts held for Section 106 Agreements by the County Council for highway purposes, and we have still to get the final detail.

Comment by Cllr. A. Meyer

As we are the local planning authority, can we exclude education items that are the responsibility of Essex County Council from Section 106 Agreements so that we only include issues that solely come under our responsibility and control and which will be used to benefit the local community?

Comment by Steve Bore, Scrutiny Manager

I do not believe that we can exclude the County Council in the way suggested, but I will seek clarification from the Planning Department.

(Since the meeting, the Planning Department has drawn attention to the following extract from Government Circular 5/05 concerning the scope of Section 106 Agreements.

"Local Planning Authorities should take the lead in negotiating planning obligations with developers. However, it is important that all sectors and tiers of government or other public agencies with legitimate land-use planning interests are involved at an appropriate level and in a focused way in providing an evidence base and setting planning obligations requirements. An integrated approach such as this will also ensure a coherent approach to the need for infrastructure created by a number of developments."

The County Council does have a clear interest in Section 106 Agreements as certain developments will give rise to a need for the infrastructure (e.g. highways and education) that the County Council has a responsibility to provide.

As a matter of good practice and to ensure an integrated approach, the District Council as local planning authority will always consult the County Council where appropriate concerning its requirements when negotiating Section 106 Agreements.)

Question 2

We would be pleased to receive any views you have on the effectiveness of the Council's liaison processes with Parish/Town Councils regarding expenditure of Section 106 contributions, and whether you feel there are any areas that could be improved?

As this issue had been covered in the debate on Question 1, Parish/Town Council witnesses concurred with Cllr. Gage's summing up that there was a need for the District Council to consult early, and to continue to consult throughout the Section 106 negotiations, and also to ensure that effective action is taken following the consultation.

Question 3

If the Parish/Town Council gains from a Section 106 Agreement in respect of equipment, infrastructure, or facility do you have the resources and capacity to maintain and refurbish these items in future years from your own budget?

Answer by Adrian Corder Birch, Sible Hedingham Parish Council

Insofar as Sible Hedingham Parish Council is concerned the answer is yes. We do have the necessary budget to meet maintenance costs for future years.

Answer by Tony Hayward, Great Bardfield Parish Council

We do, out of prudence, keep money specified for particular development for the future and we precept for a certain amount each year and put it towards that fund. Where there was the opportunity to gain some money from the developer, and where it was felt appropriate for the Parish Council to contribute to that proposal we would take the opportunity to consult the community. There is the opportunity of greater partnership between the Parish Council and the District Council in this respect.

Question 4

Should the item gained from the Section 106 Agreement be owned by the Parish/Town Council or the District Council?

Answer by Jack Prime, Rivenhall Parish Council

Rivenhall has never had any Section 106 monies, but should we ever receive any then I am sure that if it was something that the Parish Council could maintain it would like to own the item. However, if it was playground equipment I understand that BDC generally takes responsibility for that anyway.

Answer by Tony Hayward, Great Bardfield Parish Council

It would depend on the nature of the development proposed, but if it was an item in the control of the Parish Council then it would wish to own it. If it was a large project which would require monitoring, scrutinising and enforcing then it is something that has to be dealt with on a partnership between the Parish and the District Council who would have the necessary staff resources.

Answer by Phil Barlow, Witham Town Council

To a certain extent it is dependant on the level of the overall ownership that the Parish or Town Council may have. If it has foisted upon it an item gained from a Section 106 Agreement in respect of which it has had no opportunity to negotiate or been consulted, then it may be reluctant to own it. Early, upfront and continuous dialogue is the key, and would provide greater clarity of the role of principal authorities.

Answer by Joe Burlo, Pebmarsh Parish Council

On the question of ownership, I feel the Council should always maintain the insurance policy in respect of any Section 106 item (eg playfields, play equipment) because Parish

Councils cannot afford to insure them.

Comment by Phil Barlow

It would surely be difficult for the District Council to insure an item if it did not own it.

The insurance held by the Town Council are for assets that we own.

Comment by Adrian Corder Birch

There are three major insurers that specialise in insurance for Parish and Town Councils. On behalf of the Essex Association of Local Councils, the Essex County Council negotiated a scheme with an insurance company that gave large discounts to Parish and Town Councils and offered very competitive rates.

Question 5

Do you compile a list each year i.e. Public Works or Public Choices for infrastructure gain or maintenance?

Answer by Adrian Corder Birch, Sible Hedingham Parish Council

We do maintain a list for Sible Hedingham Parish Council which was started three years ago.

We also have a list of assets which will include some Section 106 items. We have to prepare certain lists of assets for both audit and insurance purposes.

Answer by Tony Hayward, Great Bardfield Parish Council

We do have a Parish Plan which would include a list.

Question 6

Do you consult the public in your Parish/Town Council area about preferences on improvements and planning gains?

Answer by Phil Barlow, Witham Town Council

Witham Town Council has conducted two comprehensive public consultations and has updated the Town Plan so in that respect we have something that might be termed a wish list. However, for a town the size of Witham comprehensive public consultations can be quite expensive.

Comment by Sarah Burder

We have worked with two developers recently who have gone to great lengths to make approaches and to discuss matters with the relevant Town/Parish Council. Rayne Parish Council is one of the Council's involved and has worked closely with the developer. The public consultation has been mainly at the developer's expense and concerns a piece of art to the value of £30,000 that is required to be provided as part of a Section 106 Agreement.

Comment by Jack Prime, Rivenhall Parish Council

One opportunity that each Parish/Town Council has each year is the annual Parish Assembly when all the Parishioners can put forward their views on anything and everything including developments, plus you also have the Question Time session at every Parish Council meeting.

Comment by Cllr. Dr. R. Evans

When I was served on the Town Council I used to find the monthly surgeries a very valid and important source of information where members of the public could talk to their elected Town Council representatives, ask questions and put forward suggestions. These were very useful and I would like to see them promoted as widely as possible.

Question 7

Do you feel that it would be useful for the District Council to hold a training session/workshop on the subject of Section 106 Agreements and the new Community Infrastructure Levy?

There was a general consensus in favour of the District Council holding a training session/workshop.

Comment by Cllr. A. Shelton

I feel that in addition the Parish Clusters should also be used as a means of communicating and disseminating information on Section 106 Agreements and the new Community Infrastructure Levy.

Comment by Tony Hayward, Great Bardfield Parish Council

Some of the Parish Clusters work better than others, and I believe the Leader of the District Council is questioning their format and effectiveness.

I believe a dedicated evening session/workshop would be the best option.

At the conclusion of the session, the Chairman Cllr. M. Gage thanked the Parish/Town Council representatives for attending and for their contributions, and invited any final comments.

Comment by Cllr. Joe Burlo, Pebmarsh Parish Council

In relation to question 2, Pebmarsh Parish Council has a sum of money that is being held by the District Council under a Section 106 Agreement for play equipment. It appears that the Parish Council has to spend its own money first and then seek reimbursement which is not an ideal arrangement from the Parish Council's standpoint.

Comment by Sarah Burder

The money is paid to the District Council in the first instance in its capacity as the local

planning authority. In Pebmarsh, the District Council does not have any sites that it owns on which to place the play equipment and in those instances we ask the Parish Council to provide the site and to install the equipment. We will then reimburse the Parish Council. The arrangement is to safeguard the District Council's position in that we need to ensure that the money has been properly used for the purpose specified.

If this causes any financial difficulty to the Parish Council, I would be happy to discuss this with the Parish Council to find a way forward. For instance, the invoices from the company installing the play equipment could be sent direct to the District Council for payment.

On behalf of the Town and Parish Council representatives, Tony Hayward thanked the Chairman, Members of the Committee and Officers for the opportunity that had given to meet with the Committee and to discuss Section 106 issues, and that it had been a very informative session for all concerned.

78. CANCELLATION OF MEETING OF OVERVIEW AND SCRUTINY COMMITTEE ON 21/4/10

DECISION: that in view of the Scrutiny Manager's involvement in the Council's Election Team in respect of the General Election on 6th May 2010 the meeting be cancelled.

The meeting closed at 9.10pm

M. Gage
Chairman