

Mrs. L.A. Ruff, Clerk of the Council, Street Parish Rooms, 6 Leigh Road, Street,
Somerset BA16 0HA Tel. (01458) 440588
Email street.parish@street-pc.gov.uk Website www.street-pc.gov.uk

20th February, 2020

PLEASE NOTE DATE, TIME, VENUE

Dear Sir/Madam,

You are summoned to attend an extraordinary meeting of the Street Parish Council which will be held in **ROOM 6, CRISPIN COMMUNITY CENTRE, LEIGH ROAD, STREET on TUESDAY 25th FEBRUARY, 2020 at 6.30 p.m.** for the purpose of transacting the business specified in the following agenda.

In accordance with standing orders 7 c and d, a member with a disclosable pecuniary interest must leave the room during the relevant item of business, unless permitted to remain following the grant of a dispensation. Councillors with an interest in relation to any item of business being transacted at a meeting under Appendix B (Other Interests) or where a matter relates to a financial interest of a friend, relative or close associate, may (i) make representations, (ii) answer questions and (iii) give evidence relating to the business being transacted but must thereafter leave the room, unless permitted to remain following the grant of a dispensation. At a convenient time the Chairman will also give this opportunity to any members of the public wishing to speak on any matter being transacted.

Yours faithfully,

L.A. Ruff, Clerk of the Council

AGENDA

1. APOLOGIES FOR ABSENCE – acceptance of any reasons offered

2. MINUTES

To approve as a correct record the minutes of the meeting of the Council held on 18th February, 2020 (attached).

3. DECLARATIONS OF INTEREST AND DISPENSATIONS

4. ALTERATION OF PARISH ROOMS – RESOLUTION TO BORROW
(report attached)
Members are also asked to bring the papers sent with the agenda for the extraordinary meeting held on 21st January to the meeting for reference.
 5. UNITARY AUTHORITY (letter from Leader of Somerset County Council attached). The Clerk is attending a Unitary Workshop with other larger councils in Frome on 5th March.
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To: Chair and Members of Street Parish Council

STREET PARISH COUNCIL

Meeting of the Council held on 18th February, 2020 at 7.15 pm

PRESENT: Councillor P. Goater (Chair)
Councillors: P. Birch, R. Boyce, M. Daniells,
D. Drew, D. Goater, A. Leafe, L. Mogg,
T.W.E. Napper, H. Shearer

IN ATTENDANCE: L. Ruff – Clerk
M. Sandiford – Assistant Clerk Projects Officer
M. Lamerton – Solar Streets
PC M. Pople – Street Beat Team
County Councillor L. Leyshon

APOLOGIES: Councillors: C.E. Axten, S. Carswell, J. Diment,
D. Ellis, A. Prior, L. Zaky – another engagement
– reasons accepted

185. MINUTES

The minutes of the extraordinary meeting held on 21st January, 2020 which had been circulated were approved as a correct record and signed by the Chairman.

186. MATTERS ARISING

There were no matters arising.

187. DECLARATIONS OF INTEREST AND DISPENSATIONS

In accordance with the Code of Conduct Councillors P. Goater, Napper and Shearer declared an other interest under Appendix B in any matters relating to the District Council and stated that they would keep an open mind when considering issues at either District or Parish level.

Councillor Napper declared an other interest under Appendix B in any Matters relating to the County Council and stated that he would keep an open mind when considering issues at either County or Parish level.

All members present declared a personal and prejudicial interest in the alteration of the Parish Rooms for Council and library use and that they had been granted dispensation to speak and vote by the Clerk and would keep an open mind when considering the matter. Councillor Drew declared that she was a Friend of the Library.

Councillors Birch and Leafe declared an other interest under Appendix B in the grant for Greenbank Pool as they were representatives on the Management Committee and took no part in the consideration of this. Councillor Mogg declared a disclosable pecuniary interest in the grant for Greenbank Pool as he worked there and took no part in the consideration of it. Councillors Birch and D. Goater declared an other interest under Appendix B in the grant for Strode Theatre as they were representatives on the Management Committee and took no part in the item apart from Councillor Goater giving a report on the need for more funding.

188. SOLAR STREETS

M. Lamerton gave a presentation on the Solar Streets scheme. A 14 panel 4kW system could be installed on a residential or commercial property in the area for £3,750. Questions on how the scheme worked were answered including details of the warranty on various parts. The Council had already agreed to set the scheme up in Street.

189. COMMUNITY POLICE OFFICER

PC Pople reported that there had been a small number of burglaries and thefts from sheds and that residents should make sure that houses etc. were left locked and secure. The 3 PACT priorities included A boards and it was agreed that this should be raised with Councillor Cottle and H. Wilkins at the District Council. The next PACT meeting would be at 7 p.m. on 1st April at the YMCA Foyer. Smart Water was a good way of marking any items including bikes or lead on roofs. Stolen items could be traced back to the owner as the post code and place where they came from would show up.

Another PACT priority was dealing with beggars and PC Pople asked that people did not give money to such people as there were charities giving help as it was needed including food and shelter. Members noted the importance of reporting crime. PC Pople stated that the Police could act if people parked on the zig zags at Brookside School and that this would be monitored as it was the third PACT priority.

190. PLANNING COMMITTEE

The minutes of the meeting on 14th January, 2020 were submitted and circulated. It was agreed that District Councillor Napper should raise the need for application no. 2019/2983 to be considered by the Planning Board as the ward councillor.

RESOLVED

that the report be noted.

191. POLICY AND FINANCE COMMITTEE

The minutes of the meeting on 4th February 2020 were submitted and circulated and appear as Annex A to these minutes in the Minute Book. It was noted the Theatre needed to raise more funding or it would close. Christmas was the most profitable time of the year and if a professional company organised the pantomime money raised should be 4 times greater. Ticket prices would be a bit higher, the pantomime would run for more weeks including before Christmas and it would be marketed in a more commercial way. The main cast would be professionals but other actors and dancers would come from the local community. The Theatre Manager was also trying to raise funds in other ways such as showing more commercial films and applying for grants. It was hoped to have different kinds of performances such as comedians and people talking about their life experiences to attract a younger audience. The Theatre would be meeting with The Grange and the Crispin Hall and possibly Millfield so that they could work together rather than splitting audiences.

RESOLVED

A. that the report be noted and a grant of £100 be given to Mendip YMCA for the Sleep Easy event to raise funds for young rough Sleepers

B. that the tourism leaflets and grants given for this would probably be done by Glastonbury Tribunal Ltd. rather than the Council

C. that an additional £5,000 be given to Strode Theatre in 2020/21 making a total grant of £20,000 and the position be monitored after a year

D. that the remaining recommendations be agreed.

192. CHAIR'S REPORT

The Chair reported on a wide variety of initiatives including discussions on Street Business Park and with the Head of Millfield School. He had attended the opening of Street Police Station.

193. PARISH PATH LIAISON OFFICER

County Councillor Leyshon reported that Jake Dalton had been clearing a lot of undergrowth from local paths and her partner had been taking it to the local recycling centre. It was agreed to find out how had been putting 2 bags of litter in the bin at the Football Club which was not for public use.

194. PARISH ROOMS AND LIBRARY

The Clerk reported that she had recently received a letter from Richard Clark as Chair of the Street Library Trust and that it was concerned that the alterations to the Parish Rooms implied that the library would remain there permanently. It hoped that the Council would agree that when the Trust's building was repaired the library would move back into it. She had replied that the project was proceeding subject to the results of public consultation to be considered on 25th February and that there would be a 6 year CLP agreement with the County Council with the Parish Council having a break clause after 3 years. To date there had been overwhelming support for the project and it was aimed to work with the Community Centre and Crispin Hall to deliver excellent services for local people especially the vulnerable. This would allow time for the future use of the Trust building to be carefully considered in relation to the other buildings when it had been brought up to standard. County Councillor Leyshon reported that the County Council had not had any further contact with the Library Trust on it's building since the library closed there. Final results of the voting on the survey form for the project and council tax precept increase would be reported at the meeting on 25th February. Forms had been available online, from the Council office and library and an open consultation evening had been held on 29th January.

There had been a project planning meeting that morning and there would be a few minor changes as previously reported including the ladies toilet on the ground floor becoming a book store with pipes being capped off so that toilets and basins could be fitted again in the future.

Councillor Leafe reported that the YMCA had visited the building that afternoon and were very interested in the project and would be sending in their ideas for what should be provided in the gaming area. They felt that the space should be called Street Library Hub.

RESOLVED

that the report be agreed.

195. CULTURE WORKING GROUP

Notes of the meeting on 16th January 2020 had been circulated.

RESOLVED

that the report be agreed and councillors should email with any suggested locations for 20 public space protection order signs and a PSPO sticker be displayed at the underpass at Woods Batch.

196. HIGHWAYS WORKING GROUP

Notes of the meeting on 27th January 2020 had been circulated. It was noted that Councillor Axten had not been present. Speed indicator devices would be positioned at intervals at The Mead and Grange Avenue.

RESOLVED

that the report be agreed.

197. STREET COMMUNITY LIBRARY PARTNERSHIP

Notes of the meeting on 27th January 2020 had been circulated.

RESOLVED

that the report be agreed.

198. COMMUNITY SUPPORT WORKING GROUP

Notes of the meeting held on 28th January 2020 had been circulated. Councillor Drew reported on preparations for the Discover Your Community event on 29th February which was being published on Instagram and with posters etc.

RESOLVED

A. that the report be agreed and a litter pick, gloves, hoop and high viz jacket be given to the person who cleared litter from the Parkrun course every Saturday

B. that a request be made for consideration to be given at the next Parish Forum to installing refuse sorting bins in the High Street and details of the next Forum to be sent to members so that as many as possible could attend to support the proposal

C. that the Assistant Clerk should send those acting as marshalls for the Discover Your Community event details of what they needed to do and when they should arrive.

199. CHRISTMAS WORKING GROUP

Notes of the meeting on 5th February 2020 had been circulated.

RESOLVED

that the report be agreed.

200. PROJECTS WORKING GROUP

Notes of the meeting on 6th February 2020 had been circulated. The Assistant Clerk and Projects Officer reported on a number of projects including banners in the High Street, moving the war memorial within Merriman Park and new bike racks. It was agreed that bike racks would not be used in Cranhill Road car park but should be provided outside Greenbank Pool to replace old existing ones and at Merriman Park. The climate change conference could have local and professional paid speakers. At the end those present could be asked if the Council should declare a climate emergency for Street which would mean considering the impact on the environment in everything that the Council did.

RESOLVED

that the report be agreed and more details of the climate change conference in the Spring be agreed.

201. MARKET

Notes of a meeting between the Clerk and the District Markets and Events Manager on 11th February 2020 had been circulated. Councillor Axten had asked that it be noted that she was in support of the market.

RESOLVED

that the report be agreed with the Council confirming that it did want to have a weekly market.

202. CHAIR UPDATES FROM OTHER COMMITTEES/WORKING GROUPS

There was nothing further to report.

203. CORRESPONDENCE/MINOR ISSUES

The Clerk submitted a report which had been circulated.

1. Annual Independent Inspection of Skate Park

RESOLVED

that the report be agreed.

2. Fit for my Future NHS Consultation on Community Health And Care Services in Somerset and the Future of Acute Mental Health Inpatient Beds for People of Working Age

RESOLVED

that the report be noted and Councillor Shearer would circulate details about the two consultations.

3. Mendip Local Plan Part II: Sites and Policies: Consultation On Proposed Main Modifications

RESOLVED

that the report be noted.

4. Street Community Library Partnership

RESOLVED

that a representative of Street Library Trust should no longer serve on the CLP as it was not involved in the operation of the current library within the Parish Rooms.

5. Men's Shed – Refurbishing Fingerposts

There was nothing to report.

204. REPORT FROM COUNTY AND DISTRICT COUNCILLORS AND REPRESENTATIVES ON OUTSIDE BODIES

County Councillor Napper reported that very little progress had been made on consideration of a unitary authority. Free health checks were available. District Councillor Shearer reported that she had spoken on Glastonbury FM about Time to Change where people were encouraged to talk to others to improve mental health. She would send more information on this to the Clerk to circulate to members.

205. ACCOUNTS FOR PAYMENT

The latest bank reconciliations for all accounts at 31st January, 2020 had been prepared successfully and sent to all members with the monthly income and expenditure by account report, the final report of receipts and payments for January and schedule of earmarked reserves.

RESOLVED

that the report and schedule of payments as circulated be approved and initialled by the Chair and the income and expenditure by account report at 31st January, 2020 be noted and the schedule of receipts and payments for February be attached as Annex B to the minutes in the Minute Book in order to publish payments of £500 or more.

205. MATTERS FOR REPORT

There was nothing to report.

The meeting ended at 9.40 p.m.

To: Council
From: Clerk
Subject: Alteration of Parish Rooms – Resolution to Borrow

Further to the extraordinary meeting held on 21st January 2020 the Council is now asked to make a final decision on the project after considering the results of the month of full public consultation including survey form held from 22nd January to 21st February.

Information on the project, proposed loan application to the Public Works Loan Board and council tax precept increase was available during the consultation period on the Council's website and from the office and the library. A public consultation evening was held in the Parish Rooms on 29th January and those attending took away a summary of proposals and survey forms for completion and return to the Council.

In total 295 completed survey forms were returned by 20th February and an updated report on the final results will be circulated at the meeting as the deadline is 21st February. 234 people (79%) voted in favour of the increase in precept with 29 voting against (10%) and 32 left blank (11%). 261 people (89%) voted in favour of the proposed alterations with 24 voting against (8%) and 10 left blank (3%). A small number voted in favour of the project but not the precept increase but some of those did not live in Street. Charts are attached giving details and the ACPO will circulate full details at the meeting including those living within Street and those living outside of the parish, both of which can be taken into consideration.

2 letters of support for the project were received and a few people asked questions about it. No negative responses were received other than via the completed survey forms already detailed and a few comments on Facebook. People were directed to the information on the website and no further comments were made.

The Council is asked to -

1. consider the results of the public consultation and survey form and decide whether -
to seek the approval of the Secretary of State for Housing, Communities and Local Government to apply for a Public Works Loan Board loan of £100,000 over the borrowing term of 14.5 years, repayable by half yearly annuity, for the alteration of the Parish Rooms. The annual loan repayments will come to around £8,111. It is also intended to increase the council tax precept for the purpose of the loan repayments by 1.5% which is the equivalent of an additional £1.60 a year on a Band D property. This was subject to a precept increase consultation where 79% voted in favour of the proposal
2. subject to agreement to apply for borrowing approval as set out in 1. above, to agree the application form, cashflow forecast and business plan as already circulated and attached, for submission to the DHCLG

3. subject to consent being granted to take out the loan as set out in 1. above -
- A. to agree to enter into an intermediate JCT contract with Melhuish and Saunders Ltd. for the specified works and for this to be signed by Councillors Carswell and P. Goater on behalf of the Council, or in their absence any other two members, with the Clerk to witness the signatures
- B. to agree the draft permanent Community Library Partnership agreement for 6 years as already circulated and that Councillors Carswell and P. Goater, or in their absence any other two members, should sign the agreement on behalf of the Council with the Clerk to witness the signatures – minor changes to agreement –
- i. Schedule 4 to be amended to reflect the correct volunteer requirements
- ii. Street Library Trust not to be included in the agreement as they were not involved in the arrangements other than currently funding newspapers and periodicals
- iii. Schedule 9 Inventory to be completed
- iv. Schedule 17 to be completed by Somerset County Council – setting out the responsibilities, including payment, of the Council and the County Council for the refurbishment project - delegated authority to be given to the Clerk in consultation with the Chair and Vice-Chair to agree this
- D. to agree to engage Orme Ltd. to carry out Stages 5 and 6 of the works as attached at a cost of £10,390 + VAT.

L.A. Ruff
 Clerk
 25.02.2020



Ministry of Housing,
Communities &
Local Government



APPLICATION FOR BORROWING APPROVAL FOR TOWN/PARISH COUNCILS

- If you have any queries about completing this form please contact your local county association.
- When completing this form please use CAPITALS.
- Once completed and signed please send this form to your local county association.

1. Name of Council	STREET PARISH COUNCIL
2. Name of Clerk	MRS. L.A. RUFF
Working Address (inc. Postcode)	PARISH ROOMS, 6 LEIGH ROAD, STREET, SOMERSET BA16 0HA
Email address	STREET.PARISH@STREET-PC.GOV.UK
Telephone	01458 440588
3. Name of Chair	CLLR. P. GOATER
Home Address (inc. Postcode)	20 COUTURE GROVE, STREET, SOMERSET BA16 0GA
Telephone	07434 603517
Email address	CLLR.GOATER@STREET-PC.GOV.UK
5. District/Unitary Council area	MENDIP DISTRICT COUNCIL
6. Purpose of Borrowing Please give a brief description of the purpose for which funds are required. Example of Capital projects : Purchase of land/building or, construction/building works or, provision of other assets or; provision of grants to another body for a Capital expenditure	BUILDING WORKS – ALTERATION OF THE COUNCIL'S BUILDING – THE PARISH ROOMS
7. Total Contract/Project Value	£258,960
Funding from Council's own resources	£208,960
Funding from other sources	£ 50,000 SOMERSET COUNTY COUNCIL TO FIT OUT THE NEW LIBRARY SPACE ON GROUND FLOOR
Amount to be borrowed	£ 100,000

8. Deadline for approval (if applicable) If borrowing is required by a specific date – eg an auction date, or to meet match-funding requirements - give details here.	31 ST MARCH 2020 SO CAN ARRANGE LOAN AND START WORKS IN EARLY MAY 2020			
9. Is funding from other sources confirmed?	YES			
10. Proposed Borrowing Source	PUBLIC WORKS LOAN BOARD			
11. Intended Borrowing Term (please specify the number of years)	14.5 YEARS			
12. Details of Existing Loans	1st loan £250,000.00	2nd loan £	3rd loan £	4th loan £
Date Taken Out	13 MAY 2009			
Amount Outstanding	£ 82,171.38	£	£	£
Unexpired Term	3 YEARS AND 8.5 MONTHS (13 NOVEMBER 2023)			
13. Are you increasing Precept to fund this borrowing?	YES			
What will be the amount and percentage of the planned increase per annum?	£ 8,111	1.5 %		
What will cost band D per annum?	£ 1.60			
14. If applicable, have you assessed the extent of public support to increase precept for this loan?	YES			
If yes, what were the results of the assessment to increase precept for this loan?	295 SURVEY FORMS COMPLETED WITH 79% IN FAVOUR OF PRECEPT INCREASE, 10% AGAINST AND 11% LEFT BLANK			
15. Precept for previous year:	£315,000 FOR BAND D : £ 85.13			
Precept for Current year:	£395,000 FOR BAND D : £104.85			
Precept for next year:	£460,000 FOR BAND D : £121.47			
16. Number of Electorate	8,953			

17. Value and purpose of all funds, capital/revenue reserves and balances currently held.	SEE ATTACHED
18. Have you provided the following supporting evidence?	Please tick the appropriate boxes below
a) Full Council minutes with resolution to apply to MHCLG for borrowing approval	YES / NO
b) Report to the Council	YES / NO
c) Council Budget for current year and next year if available	YES / NO
d) Council Budget for current year and next year if available	YES / NO
<p>19. Approval of Full Council</p> <p>The above application was agreed by resolution of the full council on 25TH FEBRUARY 2020, the Report to Council and Budget attached have been taken to and approved by the full Council, and the draft Minutes attached have been seen and authorised for submission by the Chairman.</p> <p>The Council undertakes to notify the Ministry of Housing, Communities and Local Government (MHCLG), as soon as reasonably practicable, in the event:-</p> <ul style="list-style-type: none"> • of not exercising the approval, or, • it finds that the original amount requested is greater than the actual borrowing need. <p>SIGNED..... DATE...26TH FEBRUARY 2020 (Chair of the Council)</p> <p>NAME...CLLR. PETER ANTHONY GOATER.....</p> <p>SIGNED..... DATE...26TH FEBRUARY 2020 (Responsible Financial Officer)</p> <p>NAME...LINDA ANN RUFF.....</p>	

*Please send signed, completed forms and all supporting information to your county association of local councils.
Failure to submit all required information will delay your borrowing approval.*

APPLICATION FOR BORROWING APPROVAL FOR
STREET PARISH COUNCIL

17.

Value and purpose of all funds, capital/revenue reserves and balances currently held	Earmarked Reserves -	
	Parish Rooms alterations	£ 50,000
	Merriman Park	£ 50,000
	Scout Hut/Skate Park	£ 23,000
	Neighbourhood Plan	£ 4,890
	Clerk's Gratuity – subject to advice	£ 2,295
	TOTAL	£130,185
	General Revenue Reserves at 31.3.20	£282,699
	TOTAL	£412,884

BUSINESS PLAN – ALTERATION OF PARISH ROOMS FOR LIBRARY/COUNCIL/COMMUNITY USE

PROPOSED WORKS

In Spring 2019 the County Council agreed to close Street Library from the end of April for a number of reasons but primarily due to problems with the building which was held in trust. The Council had already agreed to fund over half of the costs for library staff for a number of years. It was agreed to move the library to the ground floor of the Parish Rooms and it opened there on 29th May 2019. The Council office had moved to the first floor. Since then discussions have been ongoing regarding altering the building for current and future uses by the library, Council and community. For the previous 18 months the Council had been considering how best to use the building.

Plans of the proposed alterations to the Parish Rooms, including 3D images of the new library layout are attached as **Annex 1**. In summary the ground floor will be opened up and a lift provided to a meeting/activity room on the first floor to make the building fit for purpose in line with the current and future requirements of the Library, Council and community. The improvements will enable numerous and varied Library, Council and community services and facilities to be provided for local residents in an efficient and modern way. The Library in Street would have closed at the end of April 2019 if it had not been relocated to the Parish Rooms. The Library and Council office provide a valuable and often essential service to people in the area of all ages.

A number of walls on the ground floor will be demolished/altered to create an entrance lobby giving access to the library areas and the lift to the first floor. The ground floor will become a more open free flowing space with 3 separate areas for the main library, children's section and IT suite. The new lift will give full access to a meeting/activity room on the first floor for up to 20 people and will make it easier to store larger items on that floor. On the ground floor there will be a small store room for the Library and for the Council and 2 unisex toilets – 1 accessible and with a baby changing station. On the first floor there will be 2 unisex toilets – 1 accessible, a kitchen, 2 meeting rooms – 1 accessible. There will also be 2 offices and storage space accessed via a small number of steps.

In addition essential exterior maintenance works will be carried out to ensure that the building is watertight and fit for use for many years ahead.

Building Regulations approval has been given for the proposals and planning consent is not required. A timeline for the project is attached as **Annex 2**.

ESTIMATED COSTS

Tenders for the proposed works were returned to the Council by 20th December 2019 and a Confidential schedule is attached, for members only, as **Annex 3** detailing contractors, prices and recommendations from Orme Architects. The Council is asked to agree a tender and full and final approval to the works, subject to:

- A. final approval after 21st February when the results of the precept increase consultation had been considered
- B. consent being granted by the Secretary of State to apply for the agreed loan and term
- C. Somerset County Council entering into a permanent agreement for Street Community Library Partnership with this Council for a 6 year period including commitment to providing £50,000 for fitting out the new library interior and costs of temporary relocation during building works – Confidential draft agreement attached for members only as **Annex 4**.

Details of associated costs, including for the relocation of the Council office to another building for the 4 months or more while the work is carried out are attached as **Annex 5**. The Council will be required to rent space for at least 6 months. The cost of around £15,100 can come from re-allocation of part of the £51,500 remaining of the 2019/20 budget for Issues for Street as agreed in November 2019.

FINANCIAL PLANNING TO FUND THE LOAN REPAYMENTS

The repayments on the new loan of £100,000 over 14.5 years will be around £8,111 per annum - PWLB repayment table attached as **Annex 5A**. This will be funded by raising the precept by £1.60 on a Band D property or 1.5%. The council tax base for 2020/21 is 3,786.90. The precept for 2020/21 will be raised by £65,000 in total to balance income with expenditure equating to an increase of £16.62 on a Band D property or 16%.

Capital Expenditure – Parish Rooms	£258,960
Loan from PWLB	£100,000
Contribution Somerset County Council to fit out	£ 50,000
From Earmarked Reserves	£ 50,000
From Allocations in 2019/20 for Parish Rooms and Issues for Street – agreed in November 2019	£ 52,718
Allocated in 2020/21	£ 6,242

Schedule of Earmarked Reserves attached as **Annex 6**.

OPTIONS IN PLACE TO MITIGATE THE RISK OF NOT BEING ABLE TO AFFORD THE LOAN REPAYMENTS

In the event that the Council was unable to afford the loan repayments due to a future financial difficulty a number of options would be considered as follows -

General Revenue Reserves	£178,821 but could be reduced by around £40,000 if necessary to fund repayments or pay off some of the loan to reduce repayments
Contingency Fund	£30,000 per annum could be used to fund part or all of repayments if necessary
Budget Savings	A number of allocations could be reduced if needed to fund repayments including £5,000 for equipment/building maintenance, £15,000 banners flowers etc. in High Street and £55,000 issues for Street
Existing Loan Repayments	The existing loan repayments are £22,222 per annum and this will be repaid in November 2023.

PUBLIC CONSULTATION

General Project Consultation

The Council has informed and consulted with local residents on the project from the outset. A dedicated page was set up on the Council's website and updated on a regular basis. Agendas, reports and notes or minutes concerning the scheme were uploaded for residents to read and paper copies were also available. Copies of the main documents, posts etc. will included with the application for loan consent and can be downloaded from the website www.street-pc.gov.uk

On 2nd July 2019 the Policy and Finance Committee considered the project in detail and made recommendations to Council on 16th July. On 20th August the Council received a presentation on various options and agreed to engage Orme to proceed to tender stage on Option 2 – alteration of the ground floor of the Parish Rooms. This was to include exterior works and with or without a lift. On 14th October an open public consultation evening was held at the Parish Rooms. Exhibition boards showing the plans for the building were on display and an architect and Council representatives were available to answer questions. A number of local residents came to the event and 14 consultation forms were completed with contact details. 4 stated that they were in favour of the project although 1 questioned who would pay. 1 person wanted to know the cost as they were not sure the work involved would benefit the Council for a long time. No adverse comments have been received by phone, letter or email during the whole process. Councillors have given careful consideration to all implications of the proposals at every stage.

On 5th November the Policy and Finance Committee considered the budget and precept for 2020/21 and gave provisional agreement subject to adjustment for final costs of the project when known at the end of December. On 14th November 2019 the Projects Working Group received an update on progress and noted that tender documents had been advertised on the Contracts Finder website for return by 20th December. The Council meeting on 19th November agreed the recommendations on the project from both meetings.

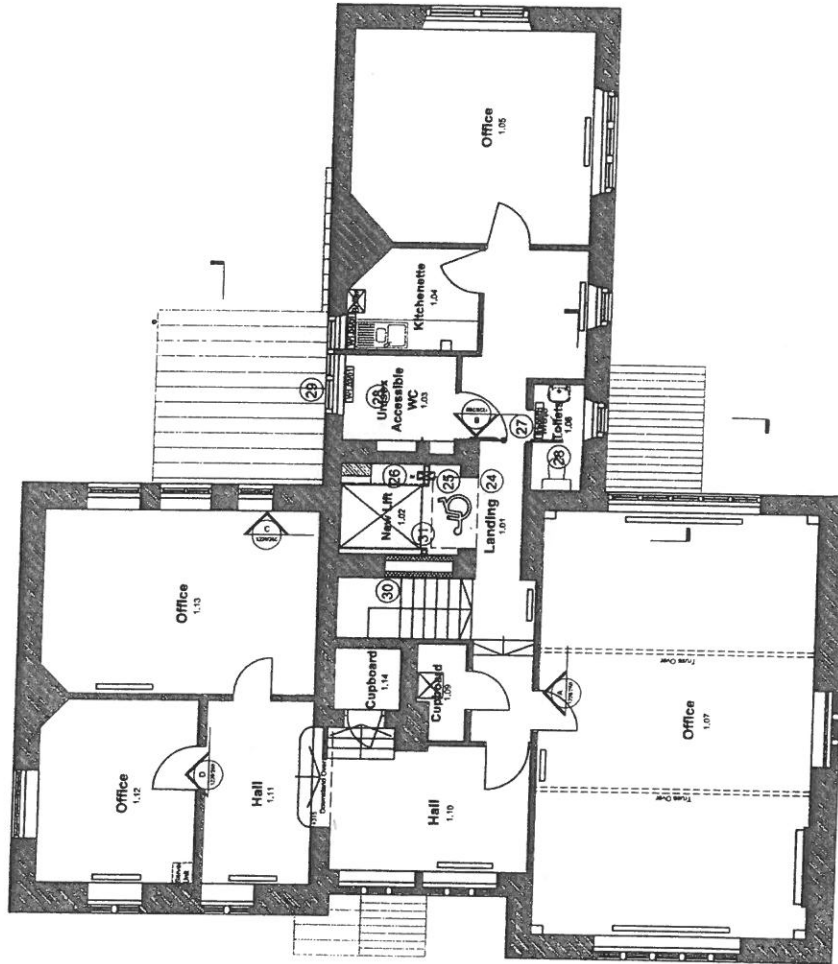
Precept Increase Survey and Consultation

On 21st January an extraordinary meeting of the Council was held to consider whether to proceed with the project in principle. This was agreed and from 22nd January to 21st February 2020, following selection of the tender from Melhuish and Saunders Ltd. of £177,408.15 + VAT in principle, further full public consultation took place. A short survey form was available during this time to be returned to the Council office by 21st February. The form together with an update on the project was published on the website and Facebook. An open evening for the public was held on 29th January in the Parish Rooms where residents were given clear and transparent information on the project, the PWLB application and the council tax precept increase. The survey form was handed out for residents to complete and return to the Council by the deadline. 295 completed survey forms were returned. 234 people (79%) voted in favour of the increase in precept with 29 voting against (10%) and 32 left blank (11%). 261 people (89%) voted in favour of the proposed alterations with 24 voting against (8%) and 10 left blank (3%).

On 25th February an extraordinary meeting of the Council was held to give final consideration to this matter including the number of survey forms returned and the percentage of residents who voted in favour of the project and precept increase. Details including the Business Plan, application for borrowing approval, cashflow forecast and the resolution to borrow were posted on the website and Facebook. The full minutes of that meeting, signed by the Chair and Clerk together with reports, posts, survey form etc. as detailed above have been posted and the main documents are attached as **Annex 7** – relevant minute numbers highlighted.

1. All floor to be finished to a maximum of 80% occupancy due to working floor usage.
 2. All floor to be finished to a maximum of 80% occupancy due to working floor usage.
 3. All floor to be finished to a maximum of 80% occupancy due to working floor usage.

Proposed First Floor



Proposed Works

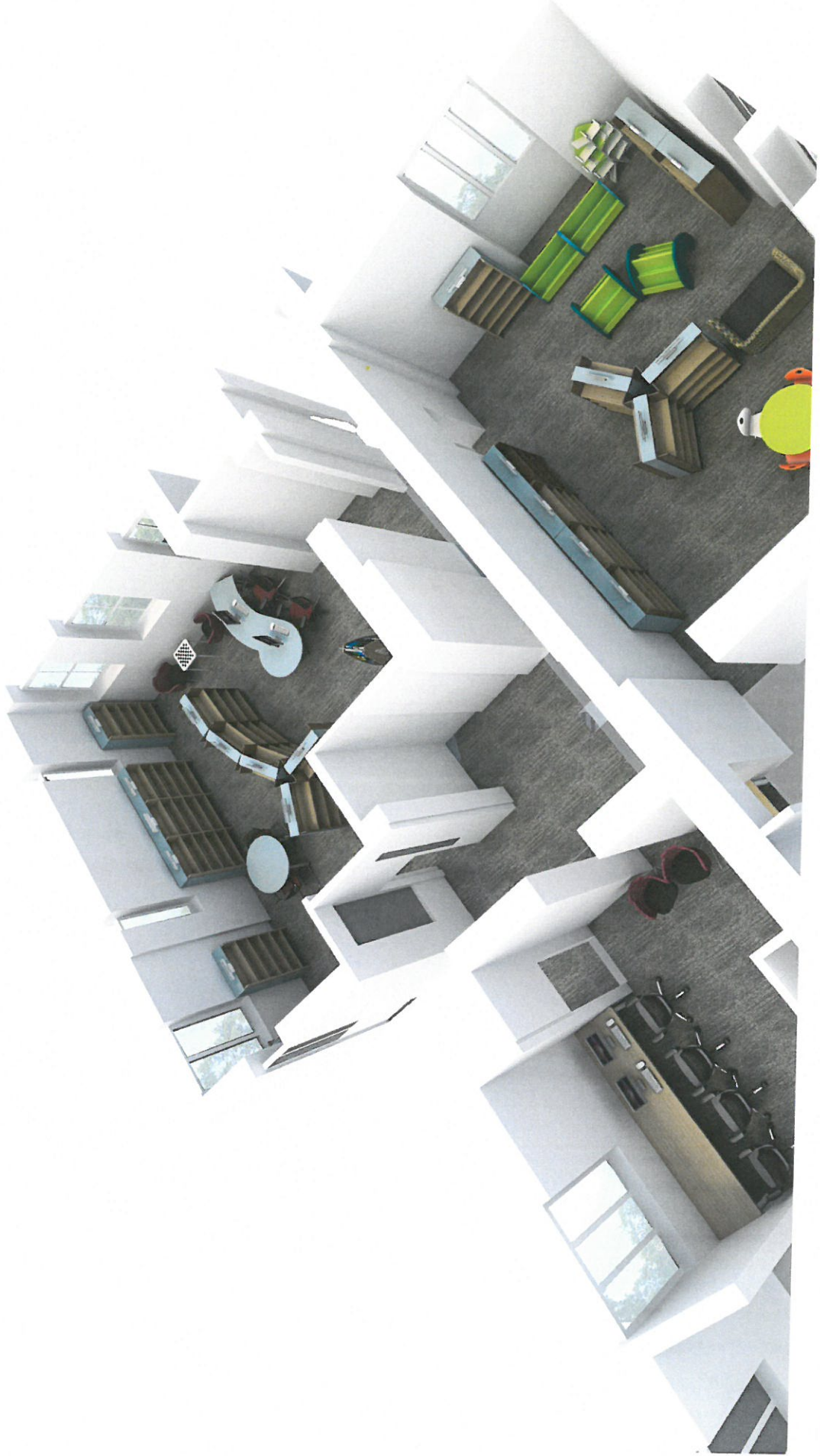


Proposed Works

23. Show us how to remove existing wall. Demolition Area 14, existing 12/26/12
24. Demolition walls to be shown in lines of 80 above. Show required 800x1000mm
25. All heavy work to be not less as required. All sizes and dimensions to be checked.
26. All work to be completed by 1st Nov. All dimensions to be checked.
27. All work to be completed by 1st Nov. All dimensions to be checked.
28. Show structural frame for new toilet needs to be finished in both WCs on first floor
29. All work to be completed by 1st Nov. All dimensions to be checked. See schedule
30. Existing floor surface to be finished with Acrylic floor. Check the surface area to be finished with acrylic floor. All dimensions to be checked. All work to be completed by 1st Nov. All dimensions to be checked. All work to be completed by 1st Nov. All dimensions to be checked.
31. New kitchenette wall to be finished in both WCs. Kitchenette wall to be shown in lines of 80 above. All dimensions to be checked. All work to be completed by 1st Nov. All dimensions to be checked.



Street Library front area



Street Library overview 1

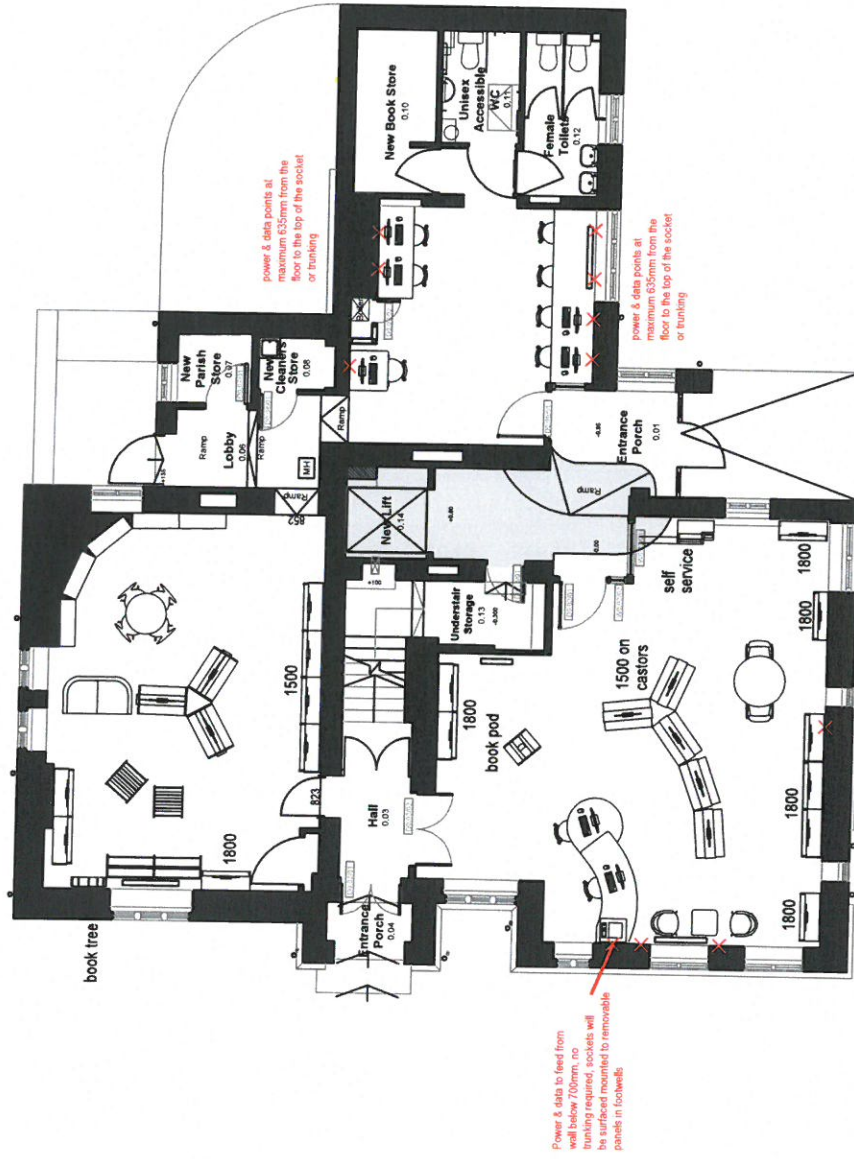


Street Library rear area



Street Library- Computer & study

opening the book



Power & data to feed from wall below 700mm, no tunning required, sockets will be surficed mounted to removable panels in bookwells

power & data points at maximum 635mm from the floor to the top of the socket or tunning

power & data points at maximum 635mm from the floor to the top of the socket or tunning

Drawing No.	Amendment	Date
V5	Amends from new CAD	28.11.19
V4	Rad removed	22.11.19
V3	Added display wall	12.11.19
V2	Amends after feedback	22.11.19
V1	Initial layouts	22.10.19

opening the book

TIMELINE – ALTERATION OF PARISH ROOMS

- 29 May 2019** Temporary Library opens at Parish Rooms
- 20 August 2019** Council receives a presentation on various options and agrees to engage Orme Architects to proceed to tender stage on Option 2 – alteration of ground floor of Parish Rooms including exterior works and with or without a lift
- 14 October 2019** Open Evening to consult on proposed alterations
- 8 November 2019** Tender invitation on Contracts Finder website
- 20 December 2019** Tenders to be returned to Council office by 12 Noon
- 21 January 2020** Extraordinary Council meeting to decide whether to proceed with project in principle and if so to agree amount and term of loan with PWLB and also to set the budget and precept for 2020/21. Agree contractor for the works subject to final approval following precept increase consultation, consent for the loan being granted, agree draft permanent Community Library Partnership agreement 6 years with Somerset County Council
- 22 January 2020** Full consultation starts including a survey form on the project and increase in the precept for the loan with PWLB to be returned to Council office by 21st February 2020
- 29 January 2020** Open Evening on project, PWLB application and council tax precept increase – survey forms to be handed out for residents to complete and return by deadline
- 21 February 2020** End of public consultation and deadline for survey form
- 25 Feb 2020** Extraordinary Council meeting to give final consideration including results of precept increase consultation
- 26 Feb 2020** Loan consent application sent to SALC for checking and submission to DHCLG
- 16 Mar On 2020** Borrowing approval received from DHCLG. Permanent CLP agreement signed with Somerset CC. Confirm contractor
- March/April 2020** Apply for and receive loan from PWLB
- 4 May 2020** Library and Council office move out of Parish Rooms
- May/June 2020** Works commence
- Sept/October 2020** Works finish – practical completion
- Dec/January 2021** Snagging concluded

ALTERATION OF PARISH ROOMS – ASSOCIATED COSTS**PROJECT COSTS**

Orme Architects	£17,947.20
and fee for Stages 5 and 6	£10,000.00
John Beveridge, Structural Engineers	£ 480.00
Slade Parry – budget estimates on options	£ 950.00
Building Control fees	£ 625.00
Asbestos Survey	£ 1,350.00
Fire Safety Strategy	£ 200.00
TOTAL	£31,552.20
Less – already allocated in 2019/20	£17,640.00
	£13,912.20

TEMPORARY RELOCATION COSTS

Rent of office space for Council for 6 months	£ 6,000.00
Rates on temporary office	£ 3,000.00
Gas, electric, telephone, broadband temporary office	£ 2,000.00
Provision of telephone and IT network for temporary office including 2 copiers	£ 2,500.00
Moving office furniture over and back	£ 1,000.00
Provision of electric sockets	£ 600.00
Move Library to unit in Crispin Centre – SCC responsible	£ 0.00
TOTAL	£15,100.00

NOTE - To be taken from re-allocation of £16,422 in 2019/20 from Issues for Street as agreed in November 2019



United Kingdom
Debt Management
Office

PWLB FIXED RATE LOANS
ESTIMATED REPAYMENT COSTS

Amount of Advance: 100,000.00

Period (years)	Annuity			EIP			
	Rate %	½ Yearly Cost (£)	Total Cost (£)	Rate %	Initial ½ Yearly Costs (£)	Reduces by each ½ year (£)	Total Cost (£)
1 year	-	0.00	0.00	-	0.00	0.00	0.00
Over 1 not over 1½	-	0.00	0.00	-	0.00	0.00	0.00
Over 1½ not over 2	2.51	25,789.27	103,157.08	2.51	26,255.00	313.75	103,137.50
Over 2 not over 2½	2.50	20,756.21	103,781.05	2.50	21,250.00	250.00	103,750.00
Over 2½ not over 3	2.49	17,400.40	104,402.40	2.49	17,911.67	207.50	104,357.50
Over 3 not over 3½	2.49	15,005.94	105,041.58	2.49	15,530.71	177.86	104,980.00
Over 3½ not over 4	2.48	13,207.53	105,660.24	2.48	13,740.00	155.00	105,580.00
Over 4 not over 4½	2.48	11,811.32	106,301.88	2.48	12,351.11	137.78	106,200.00
Over 4½ not over 5	2.48	10,694.60	106,946.00	2.48	11,240.00	124.00	106,820.00
Over 5 not over 5½	2.48	9,781.16	107,592.76	2.48	10,330.91	112.73	107,440.00
Over 5½ not over 6	2.48	9,020.17	108,242.04	2.48	9,573.33	103.33	108,060.00
Over 6 not over 6½	2.48	8,376.45	108,893.85	2.48	8,932.31	95.38	108,680.00
Over 6½ not over 7	2.48	7,824.87	109,548.18	2.48	8,382.86	88.57	109,300.00
Over 7 not over 7½	2.49	7,349.83	110,247.45	2.49	7,911.67	83.00	109,960.00
Over 7½ not over 8	2.49	6,931.85	110,909.60	2.49	7,495.00	77.81	110,582.50
Over 8 not over 8½	2.50	6,566.02	111,622.34	2.50	7,132.35	73.53	111,250.00
Over 8½ not over 9	2.50	6,238.48	112,292.64	2.50	6,805.56	69.44	111,875.00
Over 9 not over 9½	2.51	5,948.38	113,019.22	2.51	6,518.16	66.05	112,550.00
Over 9½ not over 10	2.52	5,687.70	113,754.00	2.52	6,260.00	63.00	113,230.00
Over 10 not over 10½	2.53	5,452.26	114,497.46	2.52	6,021.90	60.00	113,860.00
Over 10½ not over 11	2.53	5,235.76	115,186.72	2.53	5,810.45	57.50	114,547.50
Over 11 not over 11½	2.54	5,041.05	115,944.15	2.54	5,617.83	55.22	115,240.00
Over 11½ not over 12	2.55	4,862.93	116,710.32	2.55	5,441.67	53.13	115,937.50
Over 12 not over 12½	2.56	4,699.41	117,485.25	2.56	5,280.00	51.20	116,640.00
Over 12½ not over 13	2.58	4,551.67	118,343.42	2.57	5,131.15	49.42	117,347.50
Over 13 not over 13½	2.59	4,412.55	119,138.85	2.58	4,993.70	47.78	118,060.00
Over 13½ not over 14	2.60	4,283.69	119,943.32	2.60	4,871.43	46.43	118,850.00
Over 14 not over 14½	2.61	4,164.02	120,756.58	2.61	4,753.28	45.00	119,575.00
Over 14½ not over 15	2.63	4,055.54	121,666.20	2.62	4,643.33	43.67	120,305.00
Over 15 not over 15½	2.64	3,951.65	122,501.15	2.63	4,540.81	42.42	121,040.00
Over 15½ not over 16	2.66	3,857.46	123,438.72	2.65	4,450.00	41.41	121,862.50
Over 16 not over 16½	2.67	3,766.52	124,295.16	2.66	4,360.30	40.30	122,610.00
Over 16½ not over 17	2.69	3,684.15	125,261.10	2.68	4,281.18	39.41	123,450.00
Over 17 not over 17½	2.70	3,603.99	126,139.65	2.69	4,202.14	38.43	124,210.00
Over 17½ not over 18	2.72	3,531.52	127,134.72	2.71	4,132.78	37.64	125,067.50
Over 18 not over 18½	2.74	3,463.41	128,146.17	2.72	4,062.70	36.76	125,840.00
Over 18½ not over 19	2.75	3,396.33	129,060.54	2.74	4,001.58	36.05	126,715.00

Earmarked Reserves at 31.03.2020

Reserve	Opening Balance	Used to Fund expenditure	Added in Year	Closing Balance
Gratuity – NOTE – as recommended by External Auditors Aug. 2014, advice will be sought from NALC/ SLCC before making any payments to the Clerk	2,295.00	-	-	2,295.00
Future Fund Skate Park/ Scout Hut	23,000.00	-	-	23,000.00
Parish Rooms refurbishment	50,160.00	-	-	50,000.00
Future Fund - Merriman Park	50,000.00	-	-	50,000.00
Cycle Study and Bus Shelters S106 Funding – MDC	-	10,000.00	10,000.00	-
Neighbourhood Plan Grant	-	-	4,890.00	4,890.00
TOTAL	125,455.00	-	-	130,185.00

STREET PARISH COUNCIL

EXPENDITURE	Agreed 19/20	Actual Spend 19/20	20/21 + 2%	21/22 + 2%	22/23 + 2%
ADMINISTRATION					
Staffing Costs	£111,145.00	£82,328.00	£112,169.00	£114,412.38	£116,700.63
Payroll Costs	£379.00	£408.00	£416.00	£424.32	£432.81
Telephone Broadband	£3,500.00	£3,714.00	£3,788.00	£3,863.76	£3,941.04
Insurance	£1,974.00	£1,925.00	£1,964.00	£2,003.28	£2,043.35
SALC/SLCC/SWC/Ponline subscription	£2,363.00	£2,674.00	£2,727.00	£2,781.54	£2,837.17
Audit	£1,400.00	£1,600.00	£1,632.00	£1,664.64	£1,697.93
Print/Post/Stationery	£2,000.00	£1,800.00	£2,000.00	£2,040.00	£2,080.80
Binding Council Minutes	£140.00	£140.00	£140.00	£142.80	£145.66
Advertising & Publicity	£350.00	£200.00	£350.00	£357.00	£364.14
Room Hire	£0.00	£700.00	£714.00	£728.28	£742.85
Computer Aid/RBS/Data Prot.	£2,500.00	£2,864.00	£2,921.00	£2,979.42	£3,039.01
Travel and Subsistance	£900.00	£800.00	£900.00	£918.00	£936.36
Elections	£9,100.00	£279.00	£0.00	£0.00	£0.00
Furniture/Equipment/ Improvements	£2,000.00	£10,487.00	£2,000.00	£2,040.00	£2,080.80
Rates - Street Parish Rooms	£10,400.00	£10,434.00	£10,643.00	£10,855.86	£11,072.98
Electric/Gas - Street Parish Rooms	£2,900.00	£3,500.00	£3,500.00	£3,570.00	£3,641.40
Water/Sewarge -Street Parish Rooms	£400.00	£200.00	£400.00	£408.00	£416.16
Waste Collection - Street Parish Rooms	£1,444.00	£1,553.00	£1,584.00	£1,615.68	£1,647.99
Janitorial- SPR	£2,259.00	£2,512.00	£2,562.00	£2,613.24	£2,665.50
Maintenance/ Renovations - SPR	£3,000.00	£5,756.00	£3,000.00	£3,060.00	£3,121.20
Legal/Professional - SPR	£1,000.00	£1,057.00	£1,000.00	£1,020.00	£1,040.40
TOTAL	£159,154.00	£134,931.00	£154,410.00	£157,498.20	£160,648.18
SECTION 137 PAYMENTS - GRANTS	£25,000.00	£19,344.00	£25,000.00	£25,500.00	£26,010.00
OTHER GRANTS					
Mendip Citizens Advice Bureau	£9,800.00	£9,800.00	£9,800.00	£9,996.00	£10,195.92
Twinning Association	£1,000.00	£1,000.00	£1,000.00	£1,020.00	£1,040.40
Crispin Community Focus	£5,000.00	£5,000.00	£5,000.00	£5,100.00	£5,202.00
Strode Theatre	£15,000.00	£15,000.00	£15,000.00	£15,300.00	£15,606.00
Football Club - fun day	£1,000.00	£0.00	£1,000.00	£1,020.00	£1,040.40
Library	£20,000.00	£21,600.00	£21,700.00	£22,134.00	£22,576.68
TOTAL	£51,800.00	£52,400.00	£53,500.00	£54,570.00	£55,661.40
CONTINGENCY FUND	£40,000.00	£803.00	£30,000.00	£30,600.00	£31,212.00
CCTV MONITORING	£9,051.00	£9,051.00	£9,289.00	£9,474.78	£9,664.28

STREET PARISH COUNCIL

GREENBANK SWIMMING POOL	£18,000.00	£18,000.00	£18,000.00	£18,360.00	£18,727.20
CHAIR'S ALLOWANCE	£750.00	£300.00	£750.00	£765.00	£780.30
TRAINING - CLERK/MEMBERS	£700.00	£300.00	£1,000.00	£1,020.00	£1,040.40
STREET SKATE PARK	£8,051.00	£10,404.00	£8,314.00	£8,480.28	£8,649.89
MERRIMAN PARK	£29,414.00	£33,194.00	£31,000.00	£31,620.00	£32,252.40
ALLOTMENTS	£860.00	£675.00	£860.00	£877.20	£894.74
HIGH STREET ENHANCEMENT	£15,000.00	£12,769.00	£15,000.00	£15,300.00	£15,606.00
EXISTING LOAN REPAYMENTS - SPR	£22,222.00	£22,222.00	£22,222.00	£22,222.00	£22,222.00
NEW LOAN SPR	£0.00	£676.00	£8,111.00	£8,111.00	£8,111.00
COMMUNITY SAFETY	£1,000.00	£400.00	£1,000.00	£1,020.00	£1,040.40
PARISH AWARDS	£180.00	£45.00	£180.00	£183.60	£187.27
CHRISTMAS LIGHTS/PARTY	£12,200.00	£9,539.00	£11,000.00	£11,220.00	£11,444.40
CHAIR'S INVESTITURE/EVENTS	£7,000.00	£10,114.00	£10,000.00	£10,200.00	£10,404.00
LITTER AND DOG BINS	£2,000.00	£590.00	£2,000.00	£2,040.00	£2,080.80
EXISTING WAR MEMORIAL	£9,000.00	£9,000.00	£0.00	£0.00	£0.00
NEIGHBOURHOOD PLAN	£2,000.00	£0.00	£2,000.00	£2,040.00	£2,080.80
HIGHWAYS	£2,500.00	£12,814.00	£2,500.00	£2,550.00	£2,601.00
ISSUES FOR STREET (YOUTH VULNERABLE PEOPLE ETC)	£55,000.00	£3,500.00	£55,000.00	£55,000.00	£55,000.00
ALTERATION OF PARISH ROOMS FOR COUNCIL/COMMUNITY/LIBRARY	£0.00	£52,718.00	£206,242.00	£0.00	£0.00
TEMPORARY RELOCATION OFFICE	£0.00	£16,422.00	£0.00	£0.00	£0.00
TOTAL GROSS PAYMENTS	£470,882.00	£430,211.00	£667,378.00	£468,652.06	£476,318.46
RECEIPTS	Agreed 19/20	Actual 19/20	2020/21	2021/22	2022/23
Precept	£395,000.00	£395,000.00	£460,000.00	£466,000.00	£475,000.00
Bank Interest	£1,200.00	£1,200.00	£900.00	£900.00	£900.00
Street Allotment Association - rent Strode Road Site	£300.00	£300.00	£300.00	£300.00	£300.00
Hire of meeting rooms in Parish Rooms	£300.00	£300.00	£300.00	£300.00	£300.00
S106 Bus Shelter by Crispin Hall - & bike racksMDC	£10,000.00	£10,000.00	£0.00	£0.00	£0.00
Reimbursements	£700.00	£700.00	£700.00	£700.00	£700.00
Grants Received	£1,777.00	£1,777.00	£0.00	£0.00	£0.00
Grant Somerset County Council - alterations to Library	£0.00	£0.00	£50,000.00	£0.00	£0.00
Library Income	£2,400.00	£2,400.00	£1,300.00	£2,600.00	£2,600.00

STREET PARISH COUNCIL

Loan PWLB - alterations to Parish Rooms	£100,000.00	£100,000.00	£0.00	£0.00	£0.00
TOTAL	£511,677.00				
GROSS BUDGETED INCOME 2020/2021		£511,677.00	£513,500.00	£470,800.00	£479,800.00
	£40,795.00	£81,466.00	-£153,878.00	£2,147.94	£3,481.54
			£81,466.00	Surplus 19/20 loan	
			£50,000.00	Earmarked Reserve PR	
			£22,412.00	General Revenue Reserve	

Street Parish Rooms
MKT 1319

Ms. Linda Ruff
Clerk and Responsible Financial
Officer,
Street Parish Council,
Street Parish Rooms,
6 Leigh Road,
Street,
Somerset. BA16 0HA

13/01/2020

Dear Linda

Re: Street Parish Rooms – Fee Breakdown for Principle Agent during Construction and Handover

Thank you for inviting us to submit a fee proposal to act as your architect for your project. This proposal is organised into four parts:

- this introductory letter including an overview of your requirements as we understand them,
- a full description of our services and fees,
- an agreement sheet, for you to sign and return if you choose to appoint us as your architect,
- our appointment terms.

Services

We can provide architectural services for the proposed works as outlined below;

- Assess submitted tenders and agree on successful contractor to complete the works.
- Undertake minor design revisions and interiors updates.
- Act as principle agent during the construction phase.
- Administer the works including certifications.

The specific services we are offering your project are listed with the corresponding fees later in this proposal.

or^{me}

architecture for the environment

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Street Parish Rooms
MKT 1252

Other Appointments

It will be necessary to engage the services of the following external consultants:

- Structural Engineer. Tom Holly has already allowed an hourly rate of £75 per hour for inspections.
- Fire Equipment Advisor.
- Building Control. Paul Score has included inspections in his current quotation.

Maintenance Items

Monitoring items have been extracted from the surveyor's maintenance report. These items will be sent to you separately and have not currently been included in the contractor's scope of work. The balance of the maintenance items have been included in the "Essential Works" and "Intermediate Level Repairs".

Thank you for considering us to act as your Architect on this project, we look forward to hearing from you.

Yours sincerely,



Edd Medicott

on behalf of ORME Ltd.

orme

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Street Parish Rooms
MKT 1252

Fees

Our project fees and the associated services are detailed below.

**Stage 5
Construction**

Fee for this stage: **£8910 +VAT**

- **Electrical/ mechanical layout and coordination with Interior Designer**
- **Meeting with client to discuss contractor appointment.**
- **Appoint contractor on behalf of client.**
- **Contract administration including monthly payment certifications and meeting minutes.**
- **Site Meetings every 2 weeks plus 1 pre-start and 1 hand over meeting = 12 site meetings.**
- **This stage of work terminates upon Practical Completion (building occupation).**
- **Site inspections for quality sign off once the Rectification Period has elapsed.**
- **Contractual certifications.**
- **Meeting with client upon completion.**

Stage 6

Handover and Close Out

Fee for this stage: **£1480 +VAT**

Fees are quoted excluding VAT, expenses and reasonable disbursements.

This quote is valid for three months only from the date on the first page of this letter and we reserve the right to review our fee twelve months from commencement of our work and/or if there is a significant change to the requirements as set out above.

Street Parish Rooms
MKT 1252

Agreement

Re: Street Parish Rooms

If these arrangements are acceptable to you, please sign the Agreement clause below and the final page of the Conditions of Appointment.

We will then countersign below and send you a certified copy for your records. We will then be in a position to conduct the survey and start the development the design as per our discussions.

Agreement:

The Client wishes to appoint the Architect for the Project and the Architect has agreed to accept the appointment and perform the services upon and subject to the terms set out in this Letter and the attached copy of the Conditions of Appointment as completed, including the arbitration clause.

Client Signed _____

Date _____

Director Signed _____

Date _____

or^{me}

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Street Parish Rooms
MKT 1252

Conditions of Appointment

Our work and our appointment are conducted in accordance with terms set out by the Royal Institute of British Architects (RIBA), the full set of which appear on the following pages.

We would like to draw your attention to the following points, which we feel to be key elements of these terms.

Expenses and Disbursements

Expenses and disbursements properly incurred in connection with our appointment will be charged in addition to fees and will include the cost of the following:

- obtaining copies of drawings and other documents
- purchase of maps and printed contract documentation
- travel at 45p per mile

If we have to make any disbursements on your behalf, for example the statutory fees to accompany applications for planning permission and building regulations approval; we will charge you for these at their net cost.

Value Added Tax

VAT, where applicable, is chargeable on all architects' fees and expenses.

Street Parish Rooms
MKT 1252

Payment

Where a deposit is required, it is generally 25% of each stage/service although this can be varied by agreement. Each stage deposit is payable prior to commencement of that stage/service (or at the time of the agreement for the first stage/service). Thereafter accounts for our fees and expenses will be submitted monthly less any deposit already paid. Payment becomes due on the submission of our account. Sums remaining unpaid 30 days after receipt of our account will be subject to interest at the rate specified in the Conditions.

We accept payment by cheque or BACS transfer.

If it becomes necessary to vary the services we will let you know, and we can discuss how this might be arranged.

Appointment

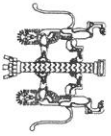
We confirm that we maintain professional indemnity insurance cover of £5,000,000 in respect of any one occurrence or series of occurrences arising out of one event. This will be the maximum limit of our liability to you arising out of this Agreement. Any such liability will expire after 6 years from the conclusion of the appointment or (if earlier) practical completion of the construction of the project. Our liability for loss or damage will be limited to the amount that it is reasonable for us to pay in relation to the contractual responsibilities of other consultants, contractors and specialists appointed by you.

We have agreed that in the unlikely event of a dispute or difference arising under this Agreement, without prejudice to any right of adjudication, it shall be referred to arbitration in accordance with the provisions of clause 39.

Should we need help in the appointment of an Adjudicator or an Arbitrator the nominator will be the President of the Royal Institute of British Architects.

orme
architecture for the environment

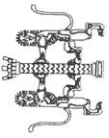
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Conditions of Appointment

Architects Services Governing Law/Interpretation

1. The law applicable to this agreement shall be the law of England and Wales.
2. The Architect shall, in providing the Services and discharging all the obligations set out hereunder, exercise reasonable skill and care in conformity with the normal standards of the Architect's profession.
3. The architect shall act on the behalf of the client in the matter set out or necessarily applied in the appointment.
4. The client shall advise the architect of the relative priorities of the client's requirements and shall inform the architect of any changes or variations to the client's requirements, budget or timetable.
5. The client shall co-operate with any other designers and the Planning supervisors if appointed and as appropriate pass relevant information to them.
6. The architect shall make no material alteration, addition to or omission from the Services or from the approved design without the knowledge and consent of the Client and shall confirm such consent in writing. In an emergency the architect may make such alteration, addition or omission without the knowledge and consent of the Client, but shall inform the Client without delay and subsequently confirm such action in writing.
7. The Architect shall in providing the Services make such visits to the works as the architect at the date of the appointment reasonably expected to be necessary.
8. The Client shall, free of charge, supply the architect with accurate information necessary for the proper and timely performance of the Services and the Architect shall rely on such information.
9. The client shall give decisions and approvals necessary for the proper and timely performance of the Services.
10. The Client shall have authority to issue instructions to the Architect, subject to the Architect's rights of reasonable objection. Such instructions and all instructions to any consultants or contractors shall be issued through the Architect.
11. Neither the Architect nor the Client shall assign the whole or any part of the benefit or in any way transfer the obligation under the Appointment without the consent in writing of the other.
12. The architect shall not appoint any Sub-consultant to perform any part of the Services without the consent of the Client, which consent shall not be unreasonably withheld. The architect shall confirm such consent in writing.



13. Subject always to provision of clause 2, the Architect does not warrant results or outcomes beyond his control, specifically:
- That the Services will be completed in accordance with any programme or time table for the project;
 - That planning permission shall be granted;
 - The performance, work or product of others;
 - The solvency of any other body appointed by the Client whether or not such appointment was made on the advice of the Architect.

Statutory requirements

14. The Client shall instruct the making of applications for planning permission and approval under building acts, regulations and other statutory requirements, and applications for consent by freeholders and all others having an interest in the Project. The Client shall pay any statutory charges and fees and any expenses and disbursements made in respect of such applications.

CDM Regulations

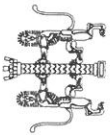
15. Where applicable, the Client shall comply with his obligations under the CDM Regulations, including the appointment of a Principal Designer as soon as practicable

Other appointments

16. The Client shall appoint and pay any consultants and other persons as may be required under separate agreements.
17. The Client, in respect of any work or services in connection with the Project performed or to be performed by any person other than the Architect, shall:
- Hold such person responsible for the competence and performance of his services and for visits to the site in connection with work undertaken by him.
 - Hold the Principle Contractor where applicable, and/or other contractors, responsible for his management and operational methods, for the proper carrying out and completion of the Works, and for health and safety provisions on the Site

Fees and payments

18. The Architect's fees shall be calculated and charged as set out in the Letter of Appointment.
19. Where a percentage basis is to be used the Architect's fees shall be calculated as a percentage of the total Construction Cost, excluding VAT, when the final valuation has been ascertained and agreed. By total Construction Cost is meant the cost as certified by the Architect of all works including site works executed under the Architects direction and control. For calculating percentage fees before the final cost has been ascertained, the following bases shall be used:
- Before the contract is let - the cost estimate by the Architect or the appointed consultant;
 - After the contract is let - the contract sum.



20. Time based fees shall be ascertained in accordance with the rates set out in the Letter of Appointment.
21. Lump sums specified in the Letter of Appointment, time charge rates and mileage rates shall be reviewed every 12 months from the date that the Architect commenced performance of the Services and may be revised in accordance with the Retail Price Index.
22. Additional fees shall be payable if the Architect, for reasons beyond his control, is involved in extra work or incurs extra expense, such as where:
- the scope of the Services is varied by the Client;
 - it is necessary to vary any item of work commenced or completed due to the nature of the project or changes in interpretation, or an enactment or of revisions to laws;
 - services by others are not provided or are delayed;
 - The Architect is to provide additional services relating to the settlement of disputes in connection with the Project.
23. The client shall pay the expenses specified in the Letter of Appointment. Expenses other than those specified shall only be charged with the prior authorization of the Client. The Client shall reimburse the Architect for any disbursements made on the Client's behalf.
24. If the Architect is entitled to reimbursement of time spent on Services performed on a time basis, and of expenses and disbursements, the Architect shall maintain records and shall make these available to the Client on reasonable request.
25. Payments under the Agreement shall become due to the Architect on issue of the Architects Accounts. The final date for such payments by the Client shall be 30 days from the date of issue of an account. The Architect's accounts shall be issued at intervals of not less than one month and shall include any additional fees, expenses or disbursements and state the basis of calculation of the amounts due. Instalments of the fees shall be calculated on the basis of the Architect's estimate of the percentage of completion of the Work stage or other Services or such other method specified in the Letter of Appointment.
26. A written notice from the Client to the Architect:
1. May be given within 5 days of the date of issue of an account specifying the amount the Client proposes to pay the basis of calculation for that amount and/or;

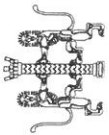
Additional fees

Expenses and disbursements

Payments by the client

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Payment notices

2. shall be given not later than 5 days before the final date for payment of any amount due to the Architect if the Client intends to withhold payment of any part of that amount stating the amount proposed to be withheld and the ground for doing so or, if there is more than one ground, each ground and the amount attributed to it.

If no such notices are given the amount due shall be the amount stated as due in the account. The client shall not delay payment of any undisputed part of an account.

27. Any sums remaining unpaid 30 days after the Client's receipt of an account from the Architect shall bear interest at 8% over Bank of England Base Rate.
28. If the Client or the Architect suspends or terminates performance of the Services, the Architect shall be entitled to payment of any part of the fee or other amounts due at the date of suspension or termination on issue of the Architect's account in accordance with clause 25.
29. Where the performance of the Services are suspended or terminated by the Client or terminated by the Architect because of a breach of the Agreement by the Client the Architect shall be entitled to payment of all expenses and other costs necessarily incurred as a result of any suspension and any resumption or termination on issue of the Architect's account in accordance with clause 25.
30. The client shall pay any Value Added Tax chargeable on the net value of the Architect's fees and expenses.
31. The Architect owns the copyright in the work produced by him in performing the Services and generally asserts the right to be identified as the author of the artistic work/work of architecture comprising the Project.
32. The Client shall have a licence to copy and use and allow other consultants and contractors providing services to the Project to use and copy drawings, documents and bespoke software produced by the Architect in performing the Services hereinafter called 'the Material' for purposes related to the Project on the Site or part of the Site to which the design relates.

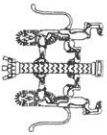
Such purposes shall include its operation, maintenance, repair, reinstatement, alteration, extending, promotion, leasing and/or sale but shall exclude the reproduction of the Architects design for any part of any extension of the Project and/or for any other project unless a license fee in respect of any identified part of the Architect's design is stated in the Letter of Appointment
Provided that:

Copyright

Licence

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1. The Architect shall not be liable if the Material is used for any purpose other than that for which it was prepared;
2. In the event of any permitted use occurring after the date of the Service performed under the Agreement and prior to practical completion of the construction of the Project, the Client shall: (a) where the Architect has not completed Detailed Proposals (Work Stage D) obtain the Architect's consent which consent shall be reasonably withheld; and/or (b) pay to the Architect a reasonable licence fee where no licence fee is specified in the Letter of Appointment;
3. In the event of the Client being in the fault of payment of any fees or other amounts due, the Architect may suspend the use of the licence on giving seven days' notice of the intention of doing so. Use of the licence may be resumed on receipt of outstanding amounts.

33. For the avoidance of doubt nothing in this agreement shall confer or purport to confer on any third party and benefit or right to enforce any term of this agreement.

34. Either the Client or the Architect may by giving reasonable notice to the other suspend or terminate performance of the whole or part of the Services. If the performance of any or all of the Services suspended is not resumed within 6 months, the Architect may by notice in writing to the Client terminate the appointment.

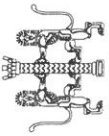
35. The Architect may suspend performance or the Services and his obligations under the Agreement on giving at least 7 days' notice to the Client of his intentions and the grounds for doing so in the event that the Client:

- is in default of payment of any fees or other amounts due; or
- fails to comply with the requirements of the CDM regulations.

The architect shall resume performance of his obligations on receipt of the outstanding amounts.

36. In the event of any dispute or difference arising out of the Agreement the Client and the Architect may attempt to settle the difference or dispute by negotiation or in accordance with the RIBA Conciliation Procedure.

37. Any dispute or difference arising out of this Agreement may be referred to adjudication by the Client or the Architect at any time. The adjudication procedures and the agreement for the appointment of an Adjudicator shall be as set out in the 'Model Adjudication Procedures' published by the Construction Industry Council current at the date of the reference. Clause 28 of the 'Model Adjudication Procedures' shall be deleted and replaced as follows:



**Dispute resolution
Negotiation or conciliation**

The Adjudicator may in his discretion direct the payment of legal costs and expenses of one party by another as part of his decision. The Adjudicator may determine the amount of costs to be paid or may delegate the task to an independent draftsman.

Adjudication

38. Where an Adjudicator is named in the Agreement and the parties are unable to agree on a person to act as Adjudicator, the Adjudicator shall be a person to be nominated at the request of either party by the nominator identified in the Letter of Appointment.

**Naming or nomination of an
adjudicator**

39. When in accordance with the Letter of Appointment either the Client or the Architect require any or difference to be referred to arbitration the requiring party shall give notice to the other to such an effect and the dispute or difference shall be referred to the arbitration and final decision of a person to be agreed between the parties or, failing agreement within 14 days of the date of the notice, the appointer shall be the person identified in the Letter of Appointment. Provided that

1. The client or the architect may litigate any claim for a pecuniary remedy which does not exceed £5000 or such other sum as is provided by statute pursuant to section 91 of the Arbitration Act 1996;
- 2 The Client or the Architect may litigate the enforcement of any decision of an Adjudicator

Arbitration

As referred to in the Letter of Appointment:

Agreement

Signed:: _____ (Client):: Date:: _____

or**me**

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Somerset County Council
County Hall, Taunton
Somerset, TA1 4DY



Parish and Town Councils
Via email

Please ask for: David Fothergill

Email: djafothergill@somerset.gov.uk

Date: 19th February 2020

Dear Clerk

One Somerset – A Unitary Council for Somerset

I'm sure you will recall that I wrote to you in early January outlining my thoughts on the future of local government in Somerset.

I believe that one council for One Somerset offers the best vehicle to deliver joined up services and opportunities for the residents of Somerset, with more LOCAL focus, delivery and accountability. A council where everyone knows who is responsible, where crucial services can work in a more joined up way and where MORE, not less, is managed in the heart of our communities.

The current two-tier system cannot react and adapt to deliver the change that is needed to provide a quality service and joined up vision for Somerset. Instead One Somerset would mean one voice, one strategy and one approach to Improving Lives and local control across our whole county at the parish, town and city level – not just in the four towns where district offices currently sit.

There is a huge saving, a huge unitary bonus for us to invest in Somerset frontline services. I believe it is essential we secure that bonus and listen to residents about where it should be spent.

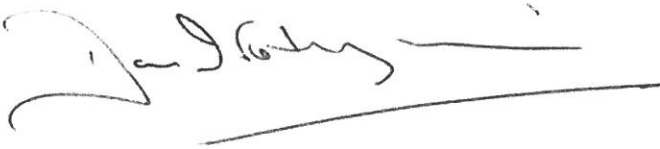
Our city, town and parish councils have a huge part to play, providing local leadership, enhancing the local democratic voice and where they wish providing services through a new deal with the unitary council.

As we begin to develop the full One Somerset business case I would like to work with your Council to understand your ambitions, thoughts and concerns so that we can better shape our proposals.

I would be delighted to meet with you and your Council, at your convenience to discuss this exciting opportunity.

Please do make contact.

Yours sincerely

A handwritten signature in black ink, appearing to read 'David Fothergill', with a long horizontal line extending to the right.

CLlr David Fothergill
Leader of Somerset County Council