

LUDGERSHALL TOWN COUNCIL



Minutes of Ludgershall Town Council Extraordinary Meeting held in the Scout Hall, Chapel Lane, Ludgershall on Tuesday 10th March 2020 at 6.30pm.

Present:	Cllr M Giles in the Chair	Cllr CA Allan
	Cllr V Dixon	Cllr O White
	Cllr B Cordery	Cllr C Giles
	Cllr AKJ Pickernell	Cllr J White
	Cllr B Dance	Cllr N Allingham
	Cllr M Williams	Cllr J Langley
Representatives:	Cllr C Williams – Wiltshire Councillor	

	<u>Agenda Item</u>	<u>Action</u>
	Cllr M Giles read out a letter from Mr J McConnell resigning as Cllr to the committee, the Clerk will notify Wiltshire Council.	
189/18-19	1. Apologies for Absence - were received from Cllr CD Allan – working; The committee resolved to accept this apology and record under the LGA 1972 Section 99 and Sch 12 para 40. Cllr D Downie also sent his apologies, which the committee did not accept.	
190/18-19	2. Declaration of Interests – none.	
191/18-19	<p>3. Community Building on the new Corunna Estate – update and decision/vote for purchase of the Community Building – at the request of the Chairman, the Clerk read out the information provided by John Price from Wiltshire Council, the responses she had sent and the replies received. This had all been forwarded to the Councillors prior to the meeting: Email from John Price: Red writing are my queries and blue are his answers: “Chris and I have discussed this. I have also ensured that I have the authority in place to seal the legal document required so that I can say that Wiltshire Council will proceed with the transfer.</p> <p>It might be worth setting out the position now as although I will be happy to attend on 10th March if the information is sufficiently clear I may be able to avoid two hours on the road. The terms we will work to are as follows:</p> <ul style="list-style-type: none"> The land, which is all that land acquired from the MoD, which is not required for the school, will be transferred freehold. Could LTC have a map indicating the school ownership boundaries, so we can exactly see which parts LTC will be responsible for. Attached. The blue edge is the school site and the red is the land which will transfer to LTC. The school will be responsible 	

	<p>for all boundaries on the blue land and LTC for the boundaries which do not abut the blue land (i.e. south east and north east).</p> <ul style="list-style-type: none">• Wiltshire Council will retain the boundaries with the school and the school will be given responsibility for maintaining them. This will ensure that the school can have whatever fencing is deemed necessary for safeguarding purposes.• Any remaining boundaries will be the responsibility of the TC. This transfers the liability which the MoD imposed on Wiltshire Council. Could these boundaries be indicated on the above map. Please see answer above.• The transfer will be subject to any matters in the transfer from the MoD to Wiltshire Council insofar as they affect the community land.• Use will be restricted to community purposes.• There is a right of pre-emption in favour of the MoD in the event that the property should be disposed of or cease to be used for community purposes. This means that the MoD has the right to buy the land back for a nominal £1. What if LTC take on and spend monies making the building fit for use? This is really one for your solicitor, but my understanding is that any monies spent will be irrelevant to the working of this clause.• In the event that the MoD does not exercise the right of pre-emption and the TC sells the property Wiltshire Council will be entitled to receive 50% of the proceeds of sale.• The transfer to Wiltshire Council contains a requirement that any buyer of the land will enter into a deed of covenant directly with the MoD. This is to protect the MoD's ability to enforce the covenants it has imposed in the transfer. The TC will be required to enter into this deed. The covenants mentioned are they written in the contract or are these different, if different can we have site of these. The covenants will be the transferee's covenants contained in the transfer which I attached to my e-mail of 13th February.• Both parties will bear their own legal costs in the matter.• Subject to the above, the transfer will otherwise be unencumbered. <p>I will not instruct our solicitor until I have received notice from the DIO that it wishes to break the lease, or until we get within two months of the lease termination date, whichever is the earlier. This is because although we would like the building to be transferred as soon as possible after DIO vacate it will be cleaner if the transfer is with vacant possession after DIO have left. I cannot see the lease termination date what is this? The lease is due to expire on 24th June 2021 if the Secretary of State for Defense does not serve two months' notice to end it earlier than that. I have attached a copy of the transfer so that when we are in a position to move forward your solicitor can hit the ground running. It would be helpful to know who your solicitor is in due</p>	
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	<p>course so that I can include this information when I instruct ours. Perhaps you can circulate the terms above to appropriate people at your end. I will be happy to discuss if further clarification is required.” The Clerk went on to ask if there were any further questions – none were raised, and it was suggested that if anyone has any after the meeting to email the Clerk with them. A general discussion followed: it was concluded that a structural survey is needed to answer such questions as: are all doors in the building suitable for disabled access? Are there adequate fire escapes? And the sound structure of the building. The Clerk will obtain the cost of a Structural Survey (the costs were awaited prior to the meeting). From the estimations to get the building how LTC would like it to be for their use and that of the Community it is likely to cost around £120K, which could be match funded by Wiltshire Council (£60K each). Cllr AKJ Pickernell wanted it minuted that he feels it would be a great shame to move the office out of the center of the Town but is in favour of LTC taking on the building. Cllr O White went on to say that he felt a vote was needed tonight and Cllr M Giles advised that it would not be possible to vote without the information from a Structural Survey being obtained first. Cllr C Williams of Wiltshire Council advised all Councillors that there will be £400K available to local councils that apply, and if agreed, the money will be available from the Area Board in September, but that the applications need to be submitted for discussion at the meeting in May 2020. Cllr M Giles then proposed that with these time constraints it would be prudent to take a vote now, he proposed that LTC take on the Community Building, subject to contract and structural survey. Cllr B Cordery seconded, all in favour, 11 for and 1 Councillor against, motion carried. Clerk to notify all relevant parties of the decision and await communications from LTC’s Solicitor re: the sample contract.</p>	<p>Clerk</p> <p>Clerk</p>
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There being no further business to discuss the meeting closed at 6.55pm.

Signed.....Date.....