

# Sandy Town Council

To: Cllrs N Aldis, T Cole, A M Hill, T Knagg, G Leach, C Osborne, M Scott,  
J Sparrow, S Sutton (Chairman), N Thompson  
c.c. Cllrs P Blaine, A Gibson, W Jackson, M Pettitt, P Sharman

You are hereby summoned to attend a meeting of the Community Services and Environment Committee of Sandy Town Council to be held in the Council Chamber at 10, Cambridge Road, Sandy, Bedfordshire on Monday 1 April 2019 commencing at 7.30pm.



Chris Robson  
Town Clerk  
10 Cambridge Road  
Sandy, SG19 1JE  
01767 681491  
26<sup>th</sup> March 2019

## A G E N D A

### 1 Apologies for absence

### 2 Declarations of interest

*Under the Localism Act 2011 members of Council are not required to make oral declarations of interest at meetings but may not participate in discussion or voting on any items of business in which they have a Declarable Pecuniary Interest (DPI) and under Sandy Town Council's Standing Orders must leave the room for the duration of all discussion on such items. (All members' register of interests are available on the Sandy Town Council website or on application to the Clerk.)*

*This item is included on the agenda to enable members to declare new DPIs and also **those who wish to do so** may draw attention to their stated DPIs and also any non-declarable personal interests which they have declared under Sandy Town Council's adopted Code of Conduct and which may be relevant to items on the agenda.*

- i) Disclosable Pecuniary Interests*
- ii) Non-disclosable Interests*
- iii) Dispensations*

### 3 Minutes of Previous Meeting

To consider the minutes of the Community Services and Environment Committee held on Monday 18 February 2019 and to approve them as a correct record of proceedings.

### 4 Public Participation Session

Members of the public may ask questions or make representations to the committee about items of business which are on the agenda.

# Sandy Town Council

## 5 Action List

To receive the Action List and any updates.

Appendix I

## 6 Town Council Car Park

To receive and consider a request for a bulk purchase car park passes for the Town Council car park.

Appendix II

## 7 Charity Bins

To receive information requested on permissions for a charity clothes bank in the Town Council car park.

Appendix III

## 8 Allotment Heads of Terms

To receive and consider updated Heads of Terms for Community Land at Beeston from Central Bedfordshire Council.

Appendix IV

## 9 Sandy Green Wheel Report

To receive and note a report on Sandy Green Wheel from Cllr Gibson.

Appendix V

## 10 Specialised Market

To note that the French market scheduled for 28<sup>th</sup> April 2019 has cancelled their visit to Sandy. Alternative continental markets approached are not currently taking bookings. The Clerk has sourced a World Village Market which will be attending in place of the Scheduled French Market.

Appendix VI

## 11 Future High Street Fund

To receive updates issued from Central Bedfordshire Council on the Future High Street Fund.

## 12 Chairman's Items

## 13 Date of Next Meeting:

The next meeting of the Community Services and Environment Committee will be held on Monday 20 May 2019 and will be the first committee meeting of the new Council's Community Services and Environment committee following Town Council elections on 2<sup>nd</sup> May 2019.

**Agenda Item 5 - Community Services and Environment Committee - Action list**

Subject	Action to be taken		Response /Status
	Minute	Action	
<b>Full Council Meeting 20/4/16</b>			
Allotments and Community Orchard	(22-16/17)	Progress and update reports to go to the Community Services and Environment Committee	On agenda
<b>Meeting 19/12/16</b>			
Parking Restrictions	(77-16/17)	Clerk contact Central Bedfordshire Council to request that a parking study be carried out for Sandy Town Council and that the 1-hour parking restriction be considered within this study.	CBC to carry out consultation with STC on possible solutions to some parking problems.  25/5/19 – Update received stating CBC recently commissioned work on parking strategy to be completed by Jacobs (Highways contractor) Awaiting for a timescale for completion of the first draft.
<b>Meeting 25/06/18</b>			
Play Parks Equipment	(48-18/19)	Install new equipment for Sunderland Road play park and that the new park be located in the same position as the existing park.	Clerk addressing delays at Sunderland Road park with contractor. Equipment is installed but surfacing of safety matting is uneven and requires correction by contractor. Contractor due to attend site week of 1 <sup>st</sup> April 2019. Outdoor team are laying sand to help reduce moisture of land and encourage grass growth. Surrounding fencing to be completed by contractor by 29 <sup>th</sup> April.
<b>Meeting 18/02/19</b>			
Great British Spring Clean	(66-18/19)	The Town Council take part in the 2019 Great British Spring Clean.	To date the Council has arranged the loan of litter pickers and waste bags to three community litter pick events in Sandy.  Outdoor team looking to hold a Council litter picking event week of 8 <sup>th</sup> April 2019 in the Sandhills.

**AGENDA ITEM 6**

**SANDY TOWN COUNCIL**

**COMMITTEE:** Community Services and Environment

**AUTHOR:** Town Clerk

**DATE:** 1 April 2019

**SUBJECT:** Car Park Passes

**1. Summary**

- 1.1 Members are asked to consider a request for the bulk purchase of car parking passes by Royal Mail. Previous bulk purchases have been considered and approved by the Council rather than the Clerk due to the potential impact on parking provision.
- 1.2 As Members are aware, parking spaces remain under pressure in the car park throughout the day. There are currently no restrictions on the length of time a vehicle can be parked, including overnight parking.
- 1.3 The Council has allowed bulk purchase of parking passes by employers before, namely Aragon Housing and Shannon Court Surgery.

**2. Request Received**

- 2.1 Employees of the Royal Mail's Sandy depot currently use the Co-op car park for parking whilst at work. The Co-op is soon to introduce parking charges for its car park and as a result the Royal Mail has approached Sandy Town Council to request the purchase of 20 car park passes for employees who need to park before 8:45am. If 20 cards cannot be approved, the Royal Mail has asked that the Council consider approving a smaller number of passes.

**3. Financial Implications**

- 3.1 From 1<sup>st</sup> April 2019 the cost of purchasing 20 cards would generate £2,850 (£142.50 per card). As with all card purchases this is currently a one-off fee.
- 3.2 If the purchase were to be approved it is recommended that the income generated be earmarked for future use on car park expenditure.

***Members are asked to consider the request and advise accordingly.***

**AGENDA ITEM 7**

**COMMITTEE:** Community Services and Environment

**AUTHOR:** Town Clerk

**DATE:** 1 April 2019

**SUBJECT:** Charity Clothes Banks

**1. Summary**

- 1.1 The Community Services and Environment Committee previously considered a request from Midshires Search and Rescue to place a charity clothing bank in the Council's car park. It was noted that the area next to the public toilets already had other charity banks located there and Councillors questioned whether permission had been given. Five glass recycling bins are located in the same area.
- 1.2 The Clerk was asked to look to see what permissions were granted for the siting of the current charity banks and report back to the committee. The following report is for Members' information.

**2. Information**

- 2.1 There are currently two charity clothes banks in the Sandy car park. These are owned and managed by the charity 'Helping our Future'. The charity is based in Wolverhaston and focuses on recycling and waste generation. It lists its aims and activities as protecting and preserving the environment.
- 2.2 The charity has stated that the clothing banks have been located at the site for 8 years and that verbal permission was given to them from shopkeepers surrounding the area, who told the charity they would welcome a recycling bank in the area.
- 2.3 The clothes banks often spill over and the office has asked that the bins be monitored and emptied more often. Helping our Future has acknowledged the request and asked their logistical manager to ensure that they will maintain the charity recycling bank on a more regular basis. On a recent occasion, bags around the banks were witnessed being removed. The registration of the vehicle was reported to the charity, who confirmed that it was not one of theirs and that they would look into the matter.

**3. Recommendation**

- 3.1 That the charity bank remains in place and that the charity is advised that if the bank is not emptied on a more regular basis the Council may need to ask that it be removed due to concerns over health and safety and donations being stolen.

**SANDY TOWN COUNCIL****COMMITTEE: Community Services and Environment****AUTHOR: Town Clerk****DATE: 1 April 2019****SUBJECT: Heads of Terms – Beeston Community Land****1. Summary**

- 1.1 Members are asked to review and consider recommending the approval of the most recent Heads of Terms for the long-term lease of community land in Beeston for use as a community orchard and allotments.
- 1.2 The Town Council (STC) has been working with Central Bedfordshire Council (CBC) to secure Central Bedfordshire owned land in Beeston Green for the provision of allotments and a community orchard. The provision of the land is linked to the development of 6 affordable houses on the site, with the remaining land to be transferred to the Town Council for the creation of allotments and an orchard.
- 1.3 Members previously supported an outline planning application for affordable housing on the site, subject to comments regarding access over The Village Green to the residents. The outline application was approved by Central Bedfordshire Council's Development Management Committee on 8th November 2017. A Full Application is still awaited.
- 1.4 Members are asked to consider recommending Heads of Terms to Full Council for agreement so STC and CBC can move to entering into an agreement for the land.

**2. Heads of Terms**

- 2.1 The Heads of Terms attached to this report have been reviewed by Central Bedfordshire Council and the Town Clerk and Chairman of Community Services and Environment. The following points should be noted:
- 2.2 Central Bedfordshire Council will write to any neighbouring properties who have encroached on to the land in question to ask that boundaries be reinstated.
- 2.3 The agreement will remain silent on fruit trees under the reinstatement section of the agreement. The Town Council will not be required to remove trees should the lease be terminated.
- 2.4 Repairs and Maintenance is noted as 'To be discussed further with the tenant' in the Heads of Terms. This discussion will form part of the next stage of signing an agreement with Central Bedfordshire Council. Repair and maintenance will refer to boundary fencing, entrance gate, car park area and the upkeep of allotments and community orchard.

# HEADS OF TERMS

SUBJECT TO CONTRACT WITHOUT PREJUDICE AND COUNCIL APPROVAL

<b>Land at Beeston for a Community Orchard/Allotment.</b>	
<p><b>Landlord</b></p> <p>Central Bedfordshire Council          Priory House, Monks Walk          Chicksands          Shefford,          Bedfordshire          SG17 5TQ</p>	<p><b>Tenant</b></p> <p>Sandy Town Council          10 Cambridge Road          Sandy          Bedfordshire          SG19 1JE</p>
<p><b>Landlord Contact</b></p> <p>Estates Services          Central Bedfordshire Council          Priory House, Monks Walk          Chicksands          Shefford,          Bedfordshire          SG17 5TQ</p> <p>FAO: Lee Newton          Tel: 07943 447238          Email: lee.newton@centralbedfordshire.gov.uk</p>	<p><b>Tenant Contact</b></p> <p>Town Clerk          Sandy Town Council</p> <p>10 Cambridge Road, Sandy, Bedfordshire, SG19 1JE</p> <p>FAO: Chris Robson          Tel: 01767 681491          Email: clerk@sandytowncouncil.gov.uk</p>
<p><b>Landlord Solicitor</b></p> <p>TBC</p>	<p><b>Tenant Solicitor</b></p> <p>TBC</p>

SUBJECT TO CONTRACT

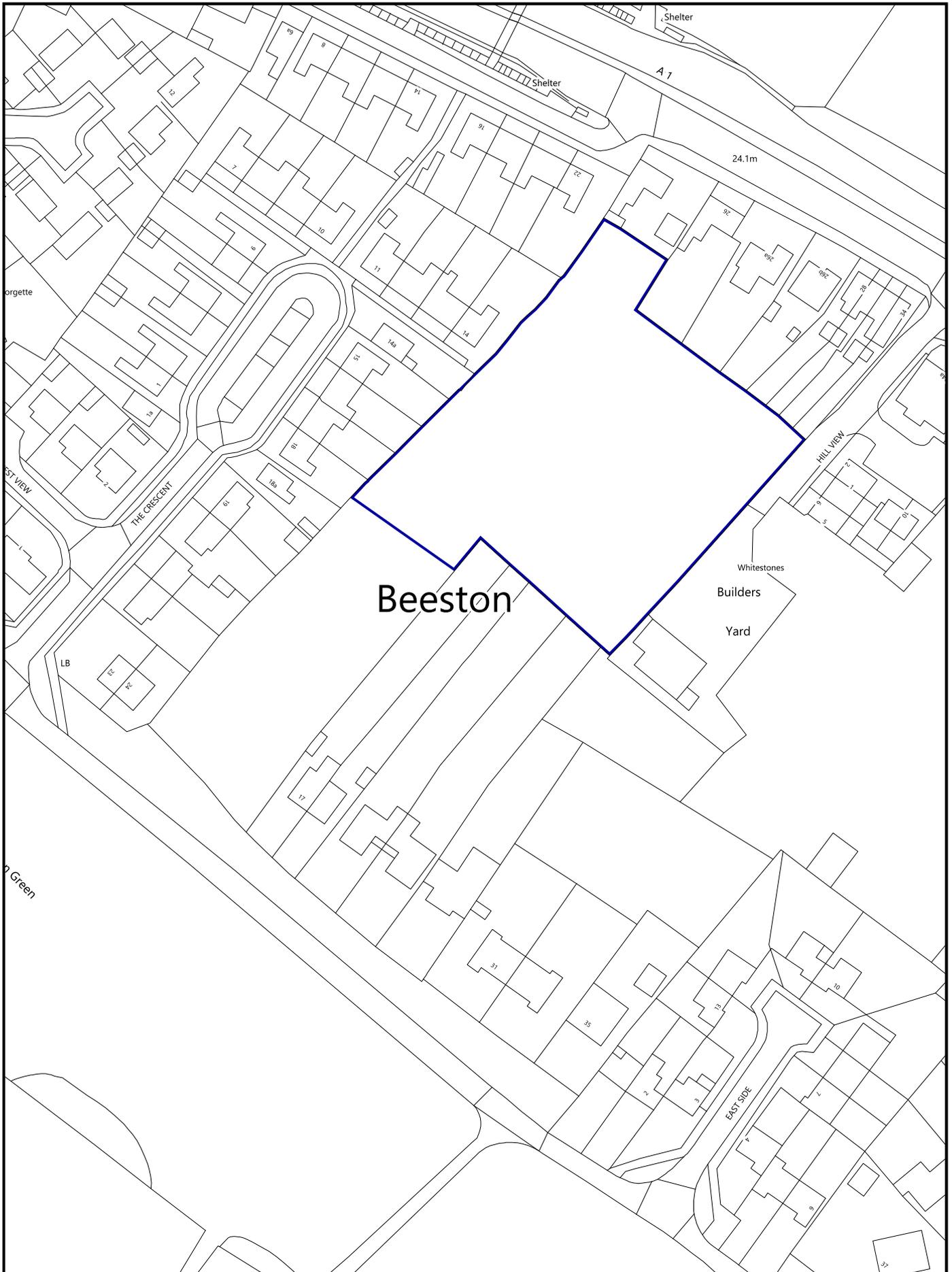
<b>Transaction</b>	125 year Lease.
<b>Premises</b>	Shown edged blue on the plan attached.
<b>Rights</b>	<p>The landlord grants the tenant the right to use the paths for the purposes of pedestrian and vehicular access to and from the property and its car park while the lease is in place.</p> <p>The following rights are excepted and reserved from this lease to the landlord and anyone else who is or becomes entitled to exercise them, and by anyone authorised by the landlord for the benefit of the landlord's land and to the extent possible for the benefit of any neighboring or adjoining property in which the landlord acquires an interest during the term.</p> <p>The landlord reserves the right to enter the premises on giving 48 hours prior written notice (save in case of emergency).</p> <ul style="list-style-type: none"> <li>• To repair, maintain or replace any service media or structures relating to any of the reservations or any service media on the premises, which exclusively serves the landlord's retained land/neighbouring property.</li> <li>• For any other purposes mentioned or in connection with: <ul style="list-style-type: none"> <li>• This lease</li> <li>• The reservations</li> <li>• The landlord's interest in the property.</li> </ul> </li> </ul>
<b>Existing Agreements</b>	None.
<b>Term</b>	For a period of 125 years.
<b>Notice and Break Period</b>	12 months' notice period to be given by either party wishing to end the agreement. Review period after 10 years.
<b>Commencement Date</b>	TBC.
<b>Reinstatement</b>	The landlord may require any alterations or additions made by the tenant to be removed upon termination of the lease with any damage made good at the expense of the tenant.
<b>Security of Tenure</b>	The lease will be contracted out of the security of tenure provisions of Section 24-28 of the Landlord and Tenant Act 1954 Part 2.
<b>Retained Land</b>	Means the land adjoining or adjacent to the Premises.

## SUBJECT TO CONTRACT

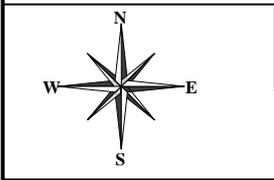
<b>Indemnity</b>	The tenant is to indemnify the landlord against all liability claims and all other claims arising as a result of or in connection with any activity (authorised or not), by the tenants, its agents, contractors and invitees or in connection with any breach or negligence of permitted use.
<b>Business Rates</b>	Business rates and all other statutory taxes and rates for which the tenant will be liable.
<b>Rent</b>	No rent payable by the tenant.
<b>Insurance</b>	Tenant to insure the premises. Public liability Insurance to be provided by the tenant.
<b>Utilities &amp; Outgoings</b>	All utilities costs and other outgoings at the property for which the Tenant will be liable.
<b>Statutory Requirements</b>	The tenant will obtain from the appropriate authorities all licenses consents and permissions which may be required for the carrying out by the tenant of any operations or use on any part of the premises and will on request from the landlord supply copies of the same to the landlord.
<b>Overage</b>	The premises will have an overage clause in perpetuity for any development outside the permitted use.
<b>Permitted Use</b>	Community Orchard and Allotment Land only, with allowance for an adjacent parking area. (Including the erecting of sheds and greenhouses)
<b>Repairs/Maintenance</b>	To be discussed further with the tenant.
<b>General</b>	<ul style="list-style-type: none"> <li>• Landlord to provide water supply and meter at point of the premises boundary.</li> <li>• Landlord to provide boundary fencing and gate between residential development and leased land.</li> <li>• Landlord to write to any residents who have encroached onto the premises.</li> <li>• Landlord to write to residents to advise that new fencing will be erected in areas where fencing is missing.</li> <li>• Landlord to ensure that orchard/allotment area is fenced off during the development of the Rural Exception Site.</li> <li>• Both the landlord and tenant to use best endeavours to provide the necessary consents for the Rural Exception Site and Community Orchard and Allotments.</li> </ul>
<b>Alterations</b>	<p>Non-structural alterations permitted, subject to Landlord's consent (not to be unreasonably withheld).</p> <p>The tenant will not construct any new buildings or new structure of any kind on the</p>

## SUBJECT TO CONTRACT

	premises nor carry out any structural or alteration or addition whatsoever to the premises without first obtaining the landlord's approval.
<b>Alienation</b>	<ul style="list-style-type: none"><li>• The tenant may (with the prior written consent of the landlord) underlet part or parts of the Premises for a contractual term of not more than five years AND in any case not exceeding the residue of the Term (less 5 days).</li><li>• Any underletting of part by the Tenant shall be made by deed in a form prescribed by the landlord.</li><li>• The tenant shall pay the reasonable and proper costs and expenses of the Landlord including any solicitors or other professional's costs and expenses.</li></ul> <p>The tenant shall not:</p> <ul style="list-style-type: none"><li>• Assign, mortgage, charge, part with possession or share possession or occupation of the whole:</li><li>• Underlet any part of the Premises: to anyone who is not of a financial standing acceptable to the landlord (providing that in judging whether the financial standing of an undertenant is acceptable the landlord shall act reasonably).</li><li>• Assign any part or parts without the Landlords consent which may be withheld at the Landlord's sole discretion. But in the event that the landlord does consent then such assignment, underletting, subletting, parting with possession or sharing of possession or occupation must be excluded from the protection of sections 24 – 28 of the Landlord and Tenant Act 1954 Part II/ no landlord and tenant relationship shall be created.</li><li>• Charge a premium. Grant a license of any part or parts of the property without ensuring that no relationship of landlord and tenant arises.</li></ul>
<b>Timing</b>	TBC
<b>Conditions</b>	Subject to Contract Subject to Landlords Members approvals



Land at The Green, Beeston -  
5467.13m<sup>2</sup> (58847.69 sq ft)



**Date: 23 August 2018**

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**Scale 1:1250 @ A4**  
**TP 118**

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**SANDY TOWN COUNCIL****COMMITTEE: Community Services and Environment****AUTHOR: Cllr A Gibson****DATE: 1 April 2019****SUBJECT: Sandy Green Wheel Meeting****1. Summary**

- 1.1 The Community Services and Environment Committee have previously recommended that the Council provide funding in the 2019/20 year for further development of the Sandy Green Wheel, subject to regular updates on progress and priorities.
- 1.2 Councillor A Gibson and the Clerk attended the most recent meeting of the Sandy Green Wheel held in the Council chamber. The meeting centred on the minutes of the previous meeting and the actions needed to deliver the Green Wheel's vision for circular walking and cycle path around Sandy.
- 1.3 At present, the focus is on creating a safe walking path, improving access and then upgrading to a cycle path over time.
- 1.4 Whilst the launch event was a success, it was suggested that an annual town walk or cycle be held to raise awareness of the path and to encourage people to try it.

**2. Ongoing Work Update**

- Chapel Meadow Path – works are now completed and have been well received. A small six-inch gap in the fencing needs to be filled and the landowner's agent has asked that this is treated as a priority. BRCC to action.
- A1 Footbridge to Beeston - The asset is owned by Highways England and an upgrade and feasibility study has been requested to see what the options might be given the restraints in place. The results of this are awaited. It was also suggested that an underpass would be preferable, but it is unlikely that this could be funded.
- Link from Beeston to Girtford – open action. This cannot be completed until CBC estates tenancy expires in 2022. A commitment has been received from CBC Assets to discuss cycle routes over estate land as part of tenancy considerations.

- A603 Crossing – Work completed to install dropped kerbs, but this section of the route is still not ideal. Highways are considering change of priority for the junction and reducing the speed limit which may help. More work is needed to improve signage and connectivity to the riverside path.
- Riverside Path – meetings have taken place with landowners regarding an upgrade to the cycle path, which have all been positive.
- Bailey Bridge South mills – the bridge needs major work to make this river crossing safe and the costing for this is underway. Ownership of the bridge could also be an issue and it was originally intended to be a temporary crossing. Ownership has currently been accepted by the EA. Possible EA/CBC funding for works.
- Path using roadway from DS packaging – concerns were raised as there is a blind corner and is used by HGVs. Suggestion to create a more defined footpath rather than walk on the road.
- South Mills towards the disused railway – the status is still unclear, and no official Right of Way has been established. The owner of this piece of land is believed to be deceased.
- Route 51 – maintenance should be provided by the National Cycle Route, although it was acknowledged that this path is well maintained. However, there is some concern regarding potholes for cyclists. CBC's RoW officer to look into repair works.
- Sunderland Road – the location of the cycle path action is still open. A report was commissioned on having the cycle route run alongside the road. Results of the report are awaited. Volunteers recently worked with CBC to clear the pedestrian right of way which runs through fields adjacent to Sunderland Road.
- Cambridge Road to Ivel Road – there is no off-road cycle path and creating a path on the Pinnacle is not a viable option. For the foreseeable future the cycle route will go down Cambridge Road.
- Bridleway 8 – resurfacing is now completed.

### **3. Ongoing Funding**

- The Riverside path is the next priority and RoW will be reviewing this section to see what can be done. An audit is to be started and a business case put together. Funding needs to be sourced, however.

- Bailey Bridge Repair – costing is underway, and the source of funding then needs to be found.
- Some Sc106 funding exists for tree planting and pond creation along the route. Suitable locations are to be identified.

**4. Friends of Sandy Green Wheel**

The group needs to establish a local group to carry out regular audits of the route and report issues, also to find some litter pickers and then arrange some local events and walks. It was suggested that this be a recommendation for the incoming Council's Community, Services and Environment committee, following the May 2019 elections.

**5. Date of Next Meeting**

The next meeting will be on 12<sup>th</sup> June 2019 at 10 am the Council offices.

**SANDY TOWN COUNCIL**

**COMMITTEE:** Community Services and Environment

**AUTHOR:** Town Clerk

**DATE:** 1 April 2019

**SUBJECT:** The World Village Market

**1. Summary**

1.1 The following information is provided by the market organiser, MarketSquare.

1.2 The World Village Market is a unique street market with a festival feel featuring exotic world cooking, homemade, healthy and traceable foods together with ethically traded, handmade, eco-friendly arts, crafts, clothing, jewellery, accessories and original ideas.

**2. Market Objectives**

- To create an original themed market providing colour and character, blending the exotic with the sustainable and putting eco-friendly before mass production
- To provide stalls selling products of excellent quality and unquestionable authenticity that are unique to particular regions of the world
- To encourage local businesses to be part of the market, with discounts offered
- Some seating for people to enjoy their food and drink.

**3. Theme**

3.1 The World Village Market showcases products that are unique to particular regions of the world and are cultural identifiers. Drawing on our database, we expect to see some of the following countries represented:

- Europe – including France, Spain, Italy, Russia, Germany, Portugal, Transylvania, Greece, and a 'Best of British Section' (including products local to our host venue)
- Developing World – including Thailand, Indonesia, India and China
- South America – including Ecuador and Peru
- Scandinavia – including Finland, Sweden and Norway
- Africa – including South Africa and Zimbabwe
- The New World – including the United States, Canada and Australia

The World Village Market features a range of exotic foods and drinks together with crafts, clothing, jewellery, home furnishings and accessories. A great gathering of goods and a feast of food will be on offer, with an international line-up of stalls alongside some of our own 'home grown' specialities.