

RESIDENT QUESTION	ANSWER
<p>I am very happy to see evidence that means that a more consistent and hopefully more open approach is to be taken to the expenditure of the council, with reference to the agreed report structure template.</p> <p>Is it practicable for the council to apply this template approach to recent decisions so that they can be tested against good practice and made available for public consumption. I believe that this could improve the perception of the council by the public which, based on the responses by the public in the council meeting should be a priority.</p>	<p>It is practicable for the parish council to apply the project template to recent decisions. The parish council can decide to retrospectively do this by majority vote at a relevant meeting.</p>
<p>From the early planning commitments agreed by Rouse Kent (Liberty / Prologis), I understand that the agreement was to provide football fields and other sports services to be agreed with the council. Does anyone know who authorized Rouse Kent to only implement football services on the site, and the justification for such a decision? Is there any way to make more use of the original agreement to extend the availability of sports for more of the community?</p>	<p>The s106 planning obligations are not subject to parish council agreement although the developer has consulted with the parish council at each stage.</p> <p>The original s106 agreement is an agreement between the borough council and the developer. The term 'council' in the document refers to TMBC.</p> <p>Phase 2 facilities at Heath Farm were stated as follows in the legal agreement:</p> <p><i>The provision of not less than 45sqm of land per dwelling within the site up to a maximum of 3.375 hectares for use as a privately owned or public playing pitches or sports areas together with appropriate facilities such as changing rooms and associated parking as are required for the playing of football or any other sport as may be agreed between the Developer and the Council (TMBC) from time to time.</i></p>

	<p>The Phase 2 Sports Facilities provision was the subject of community consultation prior to and during the Reserved Matters planning application TM/11/00445/FL. A detailed Statement of Community Involvement was submitted with the application. The application was for “grass pitches” so were not designated for football. An artificial grass pitch was also constructed which provides for rugby and hockey as well as football. This addition was over and above the s106 requirement, as was the social space to the Pavilion.</p> <p>The Phase 3 planning application, again following community consultation, provides for a rugby pitch, tennis and netball courts, a trim trail and an extension to the Pavilion. Works to provide these facilities are commencing this summer. The developer has also obtained planning permission for a cricket training strip to enable KHPC to install this facility at a later date.</p> <p>Rugby is already played at the Sports Park on the artificial pitch.</p> <p>We hope there is an opportunity to include further sports once the proposed sublet agreement with ttractive progresses and we can benefit from their access to sports and fitness professionals.</p>
<p>I note from the minutes of the meeting of the Parish Council on Wednesday 28th April 2021, Item 10, that it appears that Prologis are requesting what resources are requested for the sports park, and the response from the council was ‘noted’. Can the letter from Prologis be reviewed to ensure that it is answered appropriately, and for the benefit of the community?</p>	<p>The developer was advising the parish council of the change in the clause within the head lease to clarify what is classed as a ‘new facility’ as Rouse Kent (Residential) Ltd envisage that the future planning obligation for a youth facility will fall within the demise of the Sports Park. Below is the report which explained this in item 10:</p>

	 <p>13 Appendix M - Youth Facility Lease</p> <p>The parish council will have the option to accept or refuse such a facility within the terms of the lease.</p> <p>The parish council have consulted with the developer and the community about a new youth facility and the following was agreed at Full Council in February 2020:</p> <p>“It was RESOLVED to recommend to the developer a skate park facility is considered as the S106 youth facility obligation.”</p>
<p>Note that I am concerned about the remoteness of the sports centre, and consider that the developer should ensure that the provision of resources in that area is consistent with that characteristic, and complete the provision of resources in such a way that they may be maintained, e.g. by the provision of CCTV, security, possibly maintained by a CIL. Can the council please investigate to see if the resources to be provided by Prologis can be provided to the community in a cost-effective way.</p>	<p>CCTV is in place at the Sports Park, owned and operated by Kings Hill Parish Council.</p> <p>The police actively support the parish council with security issues.</p> <p>The developer has complied with all planning requirements associated with the development of the sports park. CIL was not a form of levy used by TMBC on development and instead secured planning gain by way of s106 agreements which the developer has complied with fully.</p>
<p>I would like to know why the insurer has rejected the claim. I am concerned that there are costs associated with this incident and would like assurance that it is genuine council activity and a valid use of council time and expense. Are the fees to the legal firm referenced in the accounts associated with this activity?</p> <p>I appreciate that the details of the data breach must be kept private, but openness is critical to public perception.</p>	<p>The insurer rejected the claim against the council as evidence points to the confidential draft shooting contract that was circulated to councillors being deliberately shared outside of the council, by a parish councillor.</p> <p>So far, there have been no legal fees paid by the parish council in relation to this matter.</p> <p>The data breach was reported to the ICO by the council’s Data Protection Officer.</p>

<p>In addition, I was disappointed that there was no discussion on the previous minutes. The meeting [singular] on 28th April was mentioned for signing off minutes, and the only one discussed was that relating to the EGM. As such, I do not consider that the minutes to the previous council meeting have been agreed. I do remember the Chair stating at the previous council meeting that details of the data breach status would be provided at the council meeting in June, though this is not stated in the minutes, and as such, I do not believe that the minutes as is are a true and accurate record of the meeting. Can you please comment.</p>	<p>The signing of both sets of minutes was agreed at item 4 on the agenda. Queries were raised about the extra-ordinary meeting minutes and a discussion took place. However, none of the queries were raised as a motion nor seconded, therefore amendments to the minutes were not voted on.</p> <p>The chairman called for a vote to sign off both sets of minutes, this was seconded by Cllr Sherlaw and minutes were voted to be signed off.</p> <p>Comments by councillors are not logged in the minutes, only the resolutions are recorded.</p>
<p>The planning consents for Kings Hill are based on the agreement that 40% of the area would be public open space. The developer achieved much higher density of housing on the Airfield site by assigning the majority of Heath Farm as that open space. Unfortunately, subsequent planning has eaten into the 40%, and there have been moves by the developer to build on that land (currently withdrawn or rejected).</p> <p>I believe that the time is due to formalize the public open space nature of the area and transfer ownership to the parish, including removal of the signs that state that it is private land.</p> <p>The agreement entered into by the developer was to cover the cost of maintaining the land, even if it was transferred to the council. Therefore,</p>	<p>The s106 agreement is not with the parish council, it is with the borough council and the parish council has no statutory powers to affect this.</p> <p>The provision of Open Space in both the Phase 2, Phase 3 and the Phase 5 planning consents is very clearly set out in the planning permissions and the related s106 Agreements, all of which are available to view on the TMBC Planning Portal.</p> <p>There is no overlap with these various provisions for open space.</p> <p>The land to the North of Amber Lane is not included as open space in any of the outline planning consents. The land is private development land and unallocated for any formal use.</p>

<p>there should be no significant on-going cost associated with this move.</p> <p>Can you please let me know the council position on this request.</p>	
<p>I have an additional question. Can you please explain why the meetings with Prologis are not minuted.</p> <p>It does appear that there is a 'cosy relationship' between the council and Prologis, and the high level of interest in joining the committee and the vehement objections from the council against other developers [Clearheart lane development (I believe justified)] though apparently different response to Prologis, which does give an appearance of malfeasance.</p> <p>Can you please provide some assurance that the discussions are above board, and that there is no personal gain associated with membership of the committee.</p>	<p>Quarterly meetings with the developer are minuted and the minutes are added to the full council meeting papers for noting.</p> <p>These minutes are posted on the parish council website as appendices in the meeting papers for the full council meeting that they are noted at.</p>
<p>S106 obligations create a liability on the parish council for ongoing maintenance costs, with more s106 obligations in the pipeline how will the parish council consider the future costs</p>	<p>The parish council has resolved to use the project plan template to assess the benefits and costs of future obligations.</p>
<p>Why was the investigation into the shooting contract at the parish council discussed in a private meeting?</p>	<p>This was because the report contained a number of details that would identify personal and sensitive data of individuals. Public discussion of individual's data could result in action being taken against the parish council in terms of Data Protection and GDPR. The council intends to produce a redacted report to the public once any associated legal claims are over.</p>