

Meeting of the

ESTATES COMMITTEE

Will be held at the Springfield Centre,

Springfield Boulevard, Springfield

on

Tuesday 11 March 2025 at 6.30pm

AGENDA

Committee Members:

Cllr L Adura

Cllr J Howard

Cllr B Barton

Cllr K Kavarana

Cllr V Dixon

Cllr K Kent

Cllr R Golding (Chair)

Cllr D Pafford

Cllr B Greenwood

Cllr M Petchey

Cllr J Hearnshaw

AGENDA

- 1. To Receive:**
Apologies for Absence
Declarations of Interest
Members of the Public Present

- 2. Minutes of the Meeting held on 11 February 2025** **Page 5**
Committee is invited to approve the minutes of the meeting held on 11 February 2025, previously circulated and therefore taken as read.

- 3. Public Involvement – Deputations, Petitions and Questions**
Members of the public may make representations in respect of the business on the agenda.

- 4. Committee Terms of Reference Review** **Page 7**
Committee is invited to review its Terms of Reference prior to the Annual Meeting of Council in May. Amendments will be considered at the Annual Meeting.

- 5. Council Community Centres – Hire Terms & Conditions Review**
Committee is invited to note that the requirement for Hirer's public liability cover and indemnification of the Council has been referred to Zurich Insurance for clarification – the Clerk to give a verbal update if a response has been received.

- 6. Council Allotments**
 - i. Allotment Tenancies** (min no. 70/24i Report E07/24) **Page 9**
Committee is invited to review and consider the new draft periodic tenancy agreement and tenancy rules addendum for recommendation to Council.

- 7. Springfield Centre Solar Proposal** (min no. 95/23 Report E6/23)
We have been informed by Milton Keynes City Council that carbon offset funding towards the cost of installing solar panels at the centre is unlikely to become available during 2025. The delay in funding is linked to the progression and completion of associated S106 agreements. With funding already agreed for the project in the 2025/26 Council budget, Committee is invited to note that updated quotations for the works are now being sourced and will be presented for consideration at a future meeting.

- 8. 1 Pencarrow Place – End of Lease Dilapidations**
Committee is invited to note that a contractor for Milton Keynes City Council has completed an end of lease dilapidation survey of the building, the outcome of which is awaited. Dependant on the outcome of the survey, Committee is invited

to consider the merits of recommending to Council that a financial agreement for the dilapidations is agreed as an alternative to carrying out the work ourselves. Reaching a financial agreement might represent a saving of both officer time and Council funding.

9. Community Hub, Working Group Update and Recommendations *Page 17*

Committee is invited to receive an update from the Working Group, including any recommendations, Committee is also invited to receive and consider the following:

- Contractors Report no.13
- Progress Photos
- Updated Project Programme
- Café Operator update

10. Date of Next Meeting

Tuesday 8 April 2025 at 6.30pm

BY ORDER OF THE COUNCIL

Dominic Warner

D Warner

Clerk to Council

6 March 2025

**Minutes of the meeting of the Estates Committee
held on Tuesday 11 February 2025 at 6.30pm
at the Springfield Centre, Springfield Boulevard, Springfield**

This meeting was open to the public

Members Present

Cllr V Dixon
Cllr R Golding (Chair)
Cllr B Greenwood
Cllr J Hearnshaw

Cllr J Howard
Cllr K Kavarana
Cllr M Petchey

In Attendance

D Warner, Clerk to Council

77/24

Apologies for Absence

Cllr L Adura – unwell
Cllr B Barton - unwell
Cllr K Kent – unwell
Cllr D Pafford - unwell

78/24

Declarations of Interest

None

79/24

Members of the Public Present

One

80/24

Minutes of the Meeting held on 14 January 2025

The minutes of the meeting, having been previously circulated were approved as a correct record and signed by the Chair.

81/24

Public Involvement – Deputations, Petitions and Questions

The member of the public raised questions in relation to disabled parking provision at the Trinity Centre and pricing/booking information for Council community centres.

82/24 New Commercial Waste Legislation – Report E09/24

Committee received and considered the report from the Estates Manager, resolving to recommend to Council that the existing waste collector (Biffa) be retained on the grounds of best affordability.

83/24 Council Community Centres

i. Terms & Conditions Review

Item deferred to next meeting in order to obtain clarification in the meantime from Zurich regarding hirers indemnity and public liability insurance.

ii. Hall Hire Fees – Annual Increase Review

Committee reviewed current hall hire fees of all community centres and resolved to make a recommendation to Council that they be increased by the current CPI rate (2.5%) from April 2025 onwards.

84/24 Community Hub, Working Group Update and Recommendations

Committee received an update from the Working Group, detailing that the completion of the project has been delayed until late April. Committee also received and considered the following:

- Contractors Report no.12
- Progress Photos
- Updated Project Programme
- Café Operator update

85/24 Date of Next Meeting

Tuesday 11 March 2025 at 6.30pm – apologies Cllrs Golding and Kavarana

TERMS OF REFERENCE

ESTATES COMMITTEE

May 2024

General Purpose: The Estates Committee is responsible to Council for overseeing the delivery of all matters pertaining to the buildings, property and land, owned and leased by the Community Council and in particular progressing the development of a new Council Office.

1. To manage and direct the use of all buildings, property and land within the Council's portfolio. To ensure the best possible use of them by/for the community, consistent with the Business Plan.
2. To be responsible for maintenance/improvement programmes of all Council property portfolio. All programmes to be forwarded to the Finance, Administration & Policy Committee for financial management (Note: the financial management of the property portfolio is the responsibility of the Finance, Administration & Policy Committee to whom any requests for repairs and/or improvements outside the agreed annual budget should be directed)
3. To prepare each year, for submission to Finance, Administration & Policy Committee, by end of October, a detailed draft budget covering all project expenditure for the coming financial year and the following 4 financial years.

Any projects not included in the budget for that financial year, must be forwarded to the Finance, Administration & Policy Committee for direction.

4. To review annually the Terms of Reference prior to the Annual Meeting of Council
5. The Estates Manager to present a 6 monthly report on the overall condition of all buildings, any issues of note or urgency to be reported to the next Committee meeting.
6. The Estates Manager to present a 6 monthly report on the overall condition of all land controlled by the Community Council, any issues of note or urgency to be reported to the next Committee meeting.

With regard to the new Community Hub:

7. To identify and present the options available to Council
8. To define the scope of the project for Council approval
9. To define the tasks, activities, timeline, processes and resources required to accomplish the delivery of the project for approval of Council

10. To report to Council the progress against the tasks defined
11. To monitor the budget and report back to the Finance, Administration & Policy Committee
12. To identify any additional tasks that may be required to achieve the outcome
13. To identify any problems and issues that may adversely affect the timely accomplishment of the project
14. To define and implement the Exit Strategy agreed by Council
15. The Committee will appoint a Chairman to preside over its meetings
16. The Committee will appoint a Lead Member
17. The Committee may invite other people to attend and participate in its meetings should it be considered that their input would be beneficial
18. The quorum of the Committee shall be 3 members

Committee Meetings

19. Committee will meet monthly
20. The Committee will produce an agenda that will include
Monitoring progress against set tasks
Issues / Risks
21. An agenda will be produced and issued to Members at least three working days prior to each meeting
22. Minutes of each meeting, including action points and owners will be circulated to all participants not later than one week after the meeting
23. The meeting clerk will be responsible for producing and circulating the agenda and minutes



TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS AGREEMENT was made on the first day of November 2025 between Campbell Park Community Council

Of
CPCC COMMUNITY HUB
SPRINGFIELD BOULEVARD
SPRINGFIELD
MILTON KEYNES
MK6 3JS

(‘the Council’) and

of *[insert tenant’s address]*
it is agreed that:

(‘the tenant’) by which

1. The Council shall let to the tenant the Allotment Garden situated at *[insert full postal address]* and referenced as *[insert number]* in the Council’s Allotment Register (‘the Allotment Garden’) [outlined in red for identification purposes only on the plan attached].
2. The Council shall let the Allotment Garden to the tenant for a term of one year commencing on the first day of November 2025 and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent of £ *[insert amount]* whether demanded or not which shall be payable in full on the *[insert date]* day of *[insert month]* 20*[complete]* [and for every year after the first year of the tenancy on the *[insert date]* day of *[insert month]*].
4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetables and flowers for use and consumption by themselves and their family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetables and flowers in the Allotment Garden.

6. The tenant shall reside within the Parish boundary of Campbell Park Community Council during the tenancy.
7. During the tenancy, the tenant shall:
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c) not keep livestock or poultry in the Allotment Garden other than reasonable numbers of hens or rabbits which shall not be kept for a business or a trade;
 - d) not bring to or keep animals in the Allotment Garden except those referred to in (c) above without first obtaining the Council's written consent;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) except for buildings or structures which are reasonably necessary for the keeping of hens and rabbits referred to in (c) above and which may be subject to the tenant first obtaining planning permission, the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission (please see site rules addendum for further guidance on buildings);
 - g) not fence the Allotment Garden without first obtaining the Council's written consent;
 - h) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
 - i) trim and keep in decent order all hedges forming part of the Allotment Garden;
 - j) not plant any tree, shrub, hedge or bush without first obtaining the Council's written permission;
 - k) not cut, lop or fell any tree growing on the Allotment Garden without first obtaining the Council's written consent and if appropriate planning permission;
 - l) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property;
 - m) permit an inspection of the Allotment Garden at all reasonable times by the Council's employees or agents;
 - n) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant [shaded brown for identification purposes only on the plan attached].
8. The tenant shall observe additional rules that the Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Council. Addendum included with this agreement for reference, updated versions may supersede this and will be provided before implementation in this case.
9. The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.
10. The tenancy may be terminated by the Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.

11. The tenancy may be terminated by the Council by service of one month's written notice on the tenant if:
 - a. the rent is in arrears for 40 days or;
 - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clause 8; or
 - c. the tenant lives more than one mile outside [*insert the name of parish/ community/neighbourhood/village/town*].
12. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
13. The termination of the tenancy by the Council in accordance with clause 12 or after re-entry by the Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
14. The tenancy may be terminated by the tenant by serving on the Council not less than two months' written notice to quit.
15. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Council agrees otherwise which shall be confirmed in writing to tenant.
16. Any written notice required by the tenancy shall be sufficiently served if sent by registered post to or left at the parties' address. Any notice to be served by the tenant shall be addressed to the Council's Estates Manager.

Signed by

.....
The tenant

and

.....
Dominic Warner
Clerk to Council

For and on behalf of the Council



TENANCY RULES ADDENDUM

ELIGIBILITY

1. Plots to be limited to one per household, except during periods when the allotments sites are undersubscribed, during which households will be permitted to rent a maximum of 2 plots at the discretion of the Council.

2. RENT

The rent for each plot during the first year of tenancy will be that which is advised. Thereafter the rent for each plot will be renewed annually effective from the 1st day in November. Notice of any change shall have been given by the Council on or before the 29th September. If the tenant is unwilling to accept the change, they will be entitled to serve a counter notice on the Council, not later than one month from the 29th September which will have the effect of terminating the tenancy of the allotment concerned with effect from the date of renewal.

DEPOSITS

3.
 - i. A £50.00 refundable deposit will be charged for each allotment garden at the commencement of the lease. It will be returned on termination subject to the plot being in a satisfactory condition. If the plot is not left in a satisfactory condition, there will be a forfeiture of the deposit.
 - ii. A £10.00 refundable key deposit will be charged at the commencement of the lease, tenants will be charged to replace keys in the event of them being lost. Tenants must not make duplicate copies of keys.

CONDITIONS UNDER WHICH ALLOTMENTS ARE TO BE CULTIVATED

4. The tenant of an allotment plot will
 - i. inform the Council of any circumstances where they are unable to maintain their allotment garden in line with the conditions listed here, and in the tenancy agreement.
 - ii. not cut or prune any timber or other trees on the site other than those on their allotment garden without the written consent of the Council.
 - iii. not erect any building/greenhouse/polytunnel on the allotment garden without the prior written consent of the Council. The dimensions of the building/greenhouse/polytunnel must not exceed 4.00m x 3.00m, it must be located a minimum of a metre away from the edge of the allotment garden.

- iv. It will be the responsibility of the tenant to remove/dispose of the building/greenhouse/polytunnel on termination of the lease. If you agree to take on a pre-existing structure at the beginning of your tenancy, it will still be your responsibility to remove it at the end of your tenancy.
- v. A maximum of one building/greenhouse/polytunnel per allotment garden will be permitted.
- vi. At least 50% of any allotment garden must at all times be actively used for the cultivation of crops, and be kept mainly weed free.
- vii. not plant trees or shrubs within 3 metres of the boundary. Fruit canes and smaller bushes must not be planted within 1.5 metres of the boundary of the allotment garden
- viii. not deposit or allow other persons to deposit on the allotment any refuse, carpets or tyres or place any such material in the hedges, ditches or dykes on the site. Tenants to be responsible for the removal and disposal of all refuse from their allotment garden.
- ix. not bring any dogs on to the site unless they are on a lead, badly behaved dogs will not be tolerated on the site.
- x. not drive motor vehicles other than on the main ridings (without causing an obstruction), and then only for the delivery of manure, compost or other fertilizers, and for the collection of produce or waste from allotment gardens, and only then with the written consent of the Council.
- xi. not use or attach hose pipes with or to the water points on the site without the prior written consent of Council – written consent needs to be obtained on an annual basis.
- xii. not use water from any of the water points on the site for any purpose other than the irrigation of the allotment.
- xiii. not store any fuels (gas/petrol/diesel) anywhere on the site including sheds.
- xiv. store securely all chemicals when not in use, above floor level to prevent issues arising from flooding.
- xv. not remove or relocate any plot markers installed by the Council.
- xvi. not store anything against the site boundary fence, maintaining a maintenance strip of one metre for the use of the Council at all times on allotment gardens abutting the boundary.

BONFIRES

5. Bonfires are not permitted on our allotment sites at all.

SAFETY

6. All tenants are responsible for their own safety and possessions as well as that of any child or visitor to the allotment and the same Terms and Conditions will apply. Tenants bringing children, family or pets onto the allotment are responsible for their safety and do so at their own risk. Children must keep to the parent's plot and must be accompanied by an adult at all times.

DISPUTES

7. Should any dispute arise between Allotment Holders or outgoing and incoming tenants, it should be referred to the Community Council whose decision shall be final.

CHANGE OF ADDRESS AND CONTACT DETAILS

8. Every tenant is required to give notice in writing (including email) to the Allotment Officer or Clerk of any change in their address or contact details (email address and phone number) within 28 days of such change.

BEHAVIOUR OF TENANTS

9. Every tenant is expected to behave with civility and respect whilst on the site. No forms of bullying, harassment or excessive noise will be tolerated. Any tenant who is found to have behaved in an unacceptable way (or allowed a guest or visitor to the site to have done so) risks immediate termination, with no recourse, and the forfeiture of their deposit, the decision of the Council on this matter will be final. The tenant so evicted shall not be permitted to hold any further tenancy of an allotment at any time thereafter.

CONTRACTOR'S REPORT

Site: Campbell Park Community Hub

Date: 06/03/2025

Contract No: 2464

Report No: 13

by: C Spencer

1 Progress for works up to and including the 06/03/2025 against our updated programme with the revised completion date of the 14/02/2025.

Brief outline below: -

- **Construction period –**
- First floor kitchen installed.
- Second fix mechanical & electrical complete to both floors.
- Ceiling grids & tiles complete to first floor.
- Topcoat decorations complete to first floor.
- Second fix carpentry complete to both floors.
- Wall tiling complete to both floors
- All rear retaining walls now complete – brick on edge to install once paving membranes are installed.
- Front retaining walls around 80% complete.
- Sanitaryware installed to both floors.
- Patio & rear foot path are fully prepared and ready for paving.
- Paving commenced to rear footpath.
- All drainage complete.
- Kerbing commenced to car park.
- Front retaining wall raised for filling/draining operations.

Works due to commence in next reporting period

- Perimeter fencing & balustrading to commence.
- Masonry to retaining walls to complete.
- Openreach ducting to be taken up to finished location – Date requested from Openreach for installation of fibre.
- Final decorations to commence on ground floor.
- Floor finishes to commence to first floor.
- Lift installation.

2 Summary

Reporting against the updated construction programme to the 14/02/2024, revised to reflect the 4-week extension of time awarded.

Internally works remain around 8.5 weeks behind schedule as advised due in the previous report.

Externally works are around 9 weeks behind schedule with the progress of the retaining wall masonry being affected by wet weather and subzero temperatures.

To mitigate the lost time to the masonry additional labour from other projects has been utilised over the weekends.

3 Contract completion date and Forecast Completion date

Revised completion date – 14th February 2025

Forecast Completion date – Initial analysis of the overall effect to both the internal and external works indicates a completion date the latter part of April/early May.

4 Weather

We have lost the following: -

- 4 lost days externally during reporting period.

Total to date = 31 days (report compiled to 06/03/25)

5 Architects Instructions and RFI's Logged

AI's. 41no issued to date

6 Subcontractors Appointed to Date

<i>Groundworks</i>	<i>MBH Construction</i>
<i>Steel Frame</i>	<i>CovCon</i>
<i>Masonry</i>	<i>JDW Brickwork</i>
<i>Block & beam</i>	<i>Floorspan</i>
<i>PC floor & stairs</i>	<i>F P McCann</i>
<i>Lift</i>	<i>Gartec</i>
<i>Scaffolding</i>	<i>Apex</i>
<i>Mechanical</i>	<i>Ambivent</i>
<i>Basement Roller Shutter</i>	<i>HAG</i>
<i>Electrical</i>	<i>P&W</i>
<i>Roller shutter</i>	<i>Roller Shutters UK</i>
<i>Roof Coverings</i>	<i>JAK Roofing</i>
<i>Carpentry</i>	<i>Old Station Joinery</i>
<i>External Windows & Doors</i>	<i>Glass Northampton</i>
<i>Roofline Aluminium</i>	<i>Roweaver</i>
<i>Render</i>	<i>Rendserve</i>
<i>Screed</i>	<i>ALD Group</i>
<i>Plastering & Partitions</i>	<i>Ace Drylining</i>
<i>Movable Partition</i>	<i>Style</i>
<i>IPS</i>	<i>Formwise Laminates</i>
<i>Servery Counter</i>	<i>Top Class Designs</i>
<i>Tarmac</i>	<i>Charmac</i>
<i>Fencing and Gates</i>	<i>East Midlands Fencing</i>
<i>External Glass Balustrading</i>	<i>Neaco</i>
<i>IPS</i>	<i>Formwise</i>
<i>Internal Glass Balustrading</i>	<i>Lloyd Worrall</i>
<i>Floor Finishes</i>	<i>Hillside Flooring</i>
<i>Reception Hatch and Fire Curtain</i>	<i>Avon Armour</i>
<i>Servery Shutter</i>	<i>Syston</i>
<i>Decorating</i>	<i>Northdec</i>
<i>Wall Tiling</i>	<i>J Appleby</i>
<i>Whiterock</i>	<i>Impact Group</i>
<i>Fire Protection</i>	<i>Pyrotect</i>

7 Building Control

Building control visit to inspect the fire stopping requested.

8 Quality control

Damage noted to internal doors – currently under review with the supplier.

9 Information Required

10 Health & Safety

Safety visit imminent, report to be forwarded under separate cover.

11 *Progress Photos*

As attached at end of report.

12 Services

- Electrical services – Live
- Water services – Temporary supply installed. This can be converted to permanent later in the project.
- BT Openreach – final connection date requested.

Rear footpath ready for paving.



Front retaining walls nearing completion.



Patio area ready for paving



First floor ready for floor finishes.



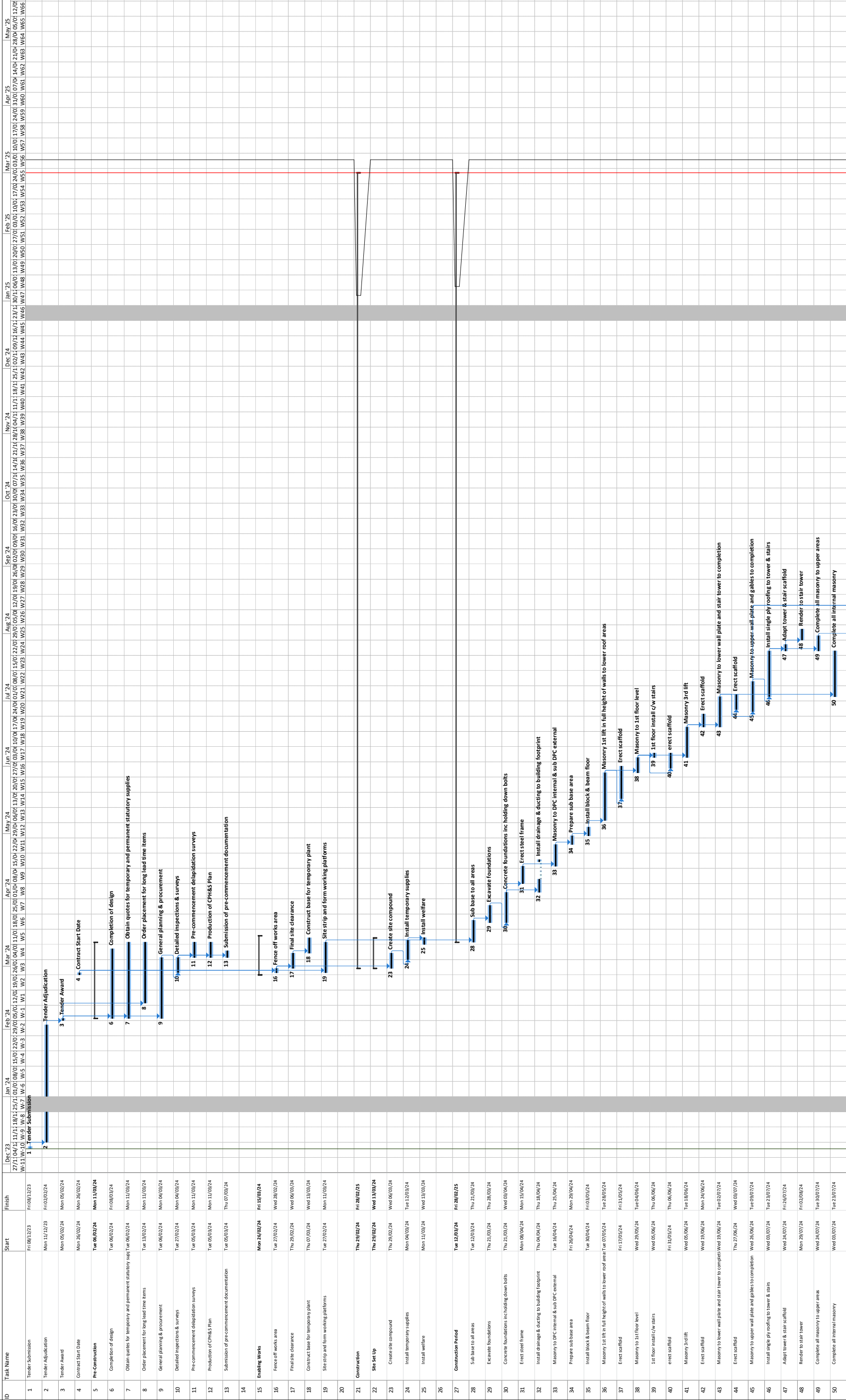
Top coat decorations complete to first floor







Campbell Park Community Hub Project





Campbell Park Community Hub Project

