



St Ives Town Council

Twinned with Stadtallendorf

Town Clerk: Alison Benfield BA (Hons) FSLCC

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Issued: 22 April 2021

Councillors N Dibben, R Fuller, M King, J Pallant, Dr C Pegoraro, J Tiddy, D Rowe, P Hussain

You are hereby summoned to attend a Meeting of the **Property Committee** of St Ives Town Council to be held via Zoom on **Wednesday 28 April 2021 at 8.15.**

Christine Allison
Deputy Town Clerk

Join Zoom Meeting

<https://us02web.zoom.us/j/87813728427?pwd=Rk5mODNYb2Rtd0NVcStEKzhhdVNrdz09>

Meeting ID: 878 1372 8427

Passcode: 764973

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AGENDA

PR37.00 APOLOGIES FOR ABSENCE

To receive and note apologies for absence.

PR38.00 DECLARATIONS OF INTEREST

To receive Declarations of Disclosable and/or Non-Disclosable Pecuniary Interests as set out in Chapter 7 of the Localism Act 2011 and the nature of those interests relating to any Agenda item.

PR39.00 PUBLIC PARTICIPATION

A maximum of 15 minutes is permitted for members of the public to address the Committee in accordance with the Town Council's approved Public Participation Policy.

- PR40.00 MINUTES**
To approve the Minutes of the Meeting of the Property Committee held on 27 January 2021 (copy herewith).
- PR41.00 PR41.01 General Property and Maintenance Update**
To receive an update report (copy herewith).
PR41.02 Property Maintenance Schedules
To receive Maintenance Schedule (copy herewith).
- PR42.00 BUDGET**
To receive Budget Report for the Committee (copy herewith).
- PR43.00 CORN EXCHANGE ROOF**
To receive update on the Project Plan for the replacement of the Corn Exchange roof (copy herewith).
- PR44.00 CORN EXCHANGE ADJACENT BUILDING WORKS**
To consider report on works scheduled to be carried out at 2 The Pavement (copy herewith).
- PR45.00 PROPERTY COMMITTEE STRATEGIC PLAN**
To receive Strategic Plan (copy herewith).
- PR46.00 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960 EXCLUSION OF THE PRESS AND THE PUBLIC**
To resolve that in accordance with Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960 and by reason of the confidential nature of the remainder of the business, the Press and the Public be excluded from the Meeting.
- PR47.00 TOWN HALL TENANCY**
To consider request received from Tenant (copy herewith).
- PR48.00 INSURANCE REINSTATEMENT COST ASSESSMENT**
To consider quotations received for the provision of insurance reinstatement cost Assessment (copy herewith).
- PR49.00 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960 RE-ADMITTANCE OF THE PRESS AND THE PUBLIC**
To resolve that the confidential business having been concluded, the Press and Public be re-admitted to the meeting.

Minutes of the Meeting of the Property Committee of St Ives Town Council held via Zoom on Wednesday 27 January 2021

Present:

Chairman: Councillor J Pallant

Vice Chairman: Councillor D Rowe

Councillors: N Dibben, M King, Dr C Pegoraro, J Tiddy, P Hussain

In attendance:

Town Clerk: A Benfield

Amenities Manager: C Allison

PR24.00 APOLOGIES FOR ABSENCE

Apologies were received from Councillor R Fuller (Personal).

PR25.00 DECLARATIONS OF INTEREST

Agenda Item PR31.00 – Councillor P Hussain – non pecuniary interest as a Director of the Corn Exchange CIC.

PR26.00 PUBLIC PARTICIPATION

Item PR35.00 - A resident, also a volunteer at the Corn Exchange, requested that Option 2 be taken by the Committee to remove the risk from asbestos permanently. He also requested that local firms were used to conduct the works.

PR27.00 MINUTES

RESOLVED: that the Minutes of the Property Committee meetings held on 28 October and 25 November 2020 be agreed as a correct record and signed by the Chairman in due course.

PR28.00 PROPERTY MAINTENANCE

PR28.01 General Property and Maintenance Update

It was noted that the Bus Station toilets had re-opened that day. An additional flushing system had been installed.

RESOLVED: that the update be received and noted.

PR28.02 Property Maintenance Schedule

RESOLVED: that the Schedule be received and noted.

PR29.00 BUDGET

RESOLVED: that the budget report be received and noted.

PR30.00 CORN EXCHANGE LIFTS

Members gave consideration to a report detailing the condition of the lifts and the remedial works which needed to be undertaken.

Chairman's
Initials

RESOLVED: PR30.01 that the report is received and noted.

PR30.02 that Genesis Lifts be appointed to undertake the required works at a cost of £3,247.

PR31.00 CORN EXCHANGE ROOF SURVEY

Members were in receipt of the results of the recent roof survey.

Members considered that full replacement of the roof would be the best option as encapsulation would only be an interim measure and would need to be revisited at a future date.

The Town Clerk confirmed that the work would need to go out to competitive tendering and be advertised on the government contractor finder site. Stockton Bradley could do the works but were aware of the tendering process.

The option to include solar panels could also be looked into.

RESOLVED: PR31.01 that the report is received and noted

PR31.02 that the cost of £1,950 for Stockton Bradley undertaking an outline design and preparing a business case be ratified.

PR31.03 that the cost of £1,631.52 for Fordham Consulting undertaking a structural engineering report be ratified.

PR31.04 that going with Option 2, to replace the roof entirely, be agreed

PR31.05 that a Project Plan is presented to a future meeting which would include all stages and costs. Stockton Bradley to be appointed as Project Managers ensuring suitable break clauses are included in the contract to ensure delivery.

PR32.00 DECARBONISATION FEASIBILITY STUDY

Consideration was given to the undertaking of a decarbonization feasibility study on Council-owned properties.

A feasibility study was important due to the varied nature of the properties. Although this was a large expense, money was set aside for carbon reduction initiatives and the Amenities Committee would be requested to meet part of the cost.

RESOLVED: PR32.01 that the report is received and noted.

PR32.02 that a Decarbonisation Feasibility Study for all Council buildings be undertaken.

PR32.03 that Varsity Consulting Limited be appointed to undertake the Study at a cost of £15,750 with account being taken of the works to the Corn Exchange roof, discussed earlier, as an integral part of the Study.

PR32.04

that the results of the study, together with the proposed actions and costings arising therefrom be reported back to a future meeting of the Property Committee.

PR33.00**STRATEGIC PLAN**

Members were in receipt of Strategic Plan.

RESOLVED: that the Plan be received and noted.

PR34.00**PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960 EXCLUSION OF THE PRESS AND THE PUBLIC**

RESOLVED: that in accordance with Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960 and by reason of the confidential nature of the remainder of the business, the Press and the Public be excluded from the meeting.

PR35.00**PORTABLE APPLIANCE TESTING**

Consideration was given to quotations received for Portable Appliance Testing.

One of the Members was a qualified electrician and offered to undertake the work free of charge.

RESOLVED: PR35.01 that the report is received and noted.

PR35.02

that the Town Clerk discuss the matter further with the Member concerned to determine if use of his services was appropriate.

PR35.03

that authority be delegated to the Chairman, Vice Chairman and Town Clerk to appoint Plugtest at a cost of £289.26 should the resolution at PR35.02 prove impractical.

PR36.00**PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960 RE-ADMITTANCE OF THE PRESS AND THE PUBLIC**

RESOLVED: that the confidential business having been concluded, the Press and the Public be re-admitted to the meeting.

Chairman:

Dated:

Chairman's
Initials

PROPERTY COMMITTEE**DATE:** 28 April 2021**SUBJECT:** GENERAL PROPERTY & MAINTENANCE UPDATE

1 Purpose of Report

- 1.1 To provide Members with an update detailing the ongoing programme of Council property and property maintenance.

2 Recommendations

- 2.1 That the maintenance report be received and noted.

3 Background

- 3.1 The Council maintains a number of buildings in the community. This report covers the schedule of maintenance which has been agreed.

3.2 YORK HOUSE

Leaders arranged for the annual gas service and gas safety check took place in March 2021.

3.3 CORN EXCHANGE

A leak to the roof occurred in January which has been the subject of an insurance claim for repair of the damage. During February, Genesis Lifts undertook a routine quarterly service and also repaired faults found in both lifts. Maintenance was undertaken on the upstairs boiler, found to have a dirty condenser trap. We have been advised by the Corn Exchange Community Interest Group that the front doors were removed on 10 March for restoration.

3.4 BUS STATION AND GLOBE TOILETS

The bus station toilets were closed for remedial works in October 2020 to address continual blockages, overflowing and flooding. A contractor was appointed by HDC to install a timed flushing system to counter balance the drainage issues and the toilets re-opened at the end of January 2021. Further works necessitated a brief closure between 2-5 February, but they have remained open since. The ten-year lease came to an end on 30 November 2020. There were no works or closures at the Globe Place toilets.

3.5 NORRIS MUSEUM

Regular servicing of the fire alarms, fire extinguishers, door sensors and emergency lighting continue to take place. Maintenance included the repair of a few minor electrical lighting items. A new defibrillator was fixed to the external Waits wall in February.

3.6 TOWN HALL

Regular servicing of the lift, fire alarm, emergency lighting and fire extinguishers continue. Maintenance included the fitting of a new timer for the outside lights.

3.7 DEPOT AND BURLEIGH HILL

At the six-monthly service in January it was found that further maintenance work was needed to replace the air filter element.

4 Proposal

- 4.1 The maintenance report of work undertaken be noted.

5. Financial Implications

- 5.1 None.

6. Policy Implications

6.1 There are no policy implications

7. Health and Safety Implications

7.1 Health & Safety issues mitigated by planned maintenance.

8. Reporting Officer - Christine Allison – Amenities Manager

Maintenance Schedule 2020/21 as at 16 April 2021)

Scheduled					
Building	Works Category	Main Desc	Booked	Works Date	Works Notes
Corn Exchange	Decorating	Front doors to be repainted	06/04/2018	TBA	£340 in 2019/20 budget. Awaiting decision from Corn Exchange CIC.

Annual/Required this year					
Building	Works Category	Main Desc	Booked	Works Date	Works Notes
Norris/Curators House	Gas	Safety Check	17/08/2020	25/08/2020	Annual
Corn Exchange	Gas	Safety Check		29/06/2020	Annual
Town Hall	Gas	Safety Check		29/06/2020	Annual
York House	Gas	Safety Check		23/03/2020	Annual
Town Hall	Lift	Maintenance		13/07/2020	2 services per year
Corn Exchange	Lifts	Maintenance		12/02/2021	4 services per year
Town Hall	Lift	LOLER inspection (Lift Ops & Lift Equipt Regs 1998)		06/11/2020	2 inspections per year - due 06/05/2021
Corn Exchange	Lifts	LOLER inspection (Lift Ops & Lift Equipt Regs 1998)		06/11/2020	2 inspections per year - due 06/05/2021
Town Hall	Car Park Barrier	Annual Service	29/06/2020	10/08/2020	1 service per year
Norris/Curators House	Automatic Doors	Service	26/06/2020	18/08/2020	2 services per year -due 18/02/21
Norris/Curators House	De-humidifier	Annual service		02/07/2020	1 service per year
Depot	Generator	Annual Service		05/01/2021	2 services per year - due 30/06/2021
Depot	Roller shutter	Annual service	10/09/2020	15/09/2020	Annual
All Saints/Free Church	Clock	Annual service		23/06/2020	Annual
Bus Stn/Globe Place toilets	Dryers	Service	11/11/2020	17/11/2020	2 services per year
York House	Electric	EHIC certificate		04/12/2020	annual - undertaken by Leaders
Corn Exchange	Air conditioning	Bi-annual service	20/11/2020	08/12/2020	Bi-annual - due 08/12/22

Completed					
Building	Works Category	Main Desc	Date Booked	Works Date	Works Notes
All Saints	Clock	Annual Service	21/05/2020	23/06/2020	
Bus Station toilets	Plumbing	Blockage	09/10/2020	09/10/2020	
Bus station toilets	Plumbing	Blockage	12/10/2020	12/10/2020	
Bus Station toilets	Plumbing	Blockage investigation	16/10/2020	16/10/2020	Investigation revealed excavation works
Bus Station Toilets	Washer/dryer	6 month service	11/11/2020	17/11/2020	
Corn Exchange	Lifts	LOLER inspection	06/05/2020	06/05/2020	
Corn Exchange	Gas	Boiler service and gas safety check	23/06/2020	29/06/2020	
Corn Exchange	Lifts	Quarterly service	06/05/2020	06/07/2020	
Corn Exchange	Lift	Quarterly service of front lift	25/08/2020	27/08/2020	
Corn Exchange	Lift	Quarterly Service of Rear lift	25/08/2020	27/08/2020	
Corn Exchange	Lifts	LOLER inspection	04/11/2020	06/11/2020	
Corn Exchange	Front lift	Service	18/11/2020	19/11/2020	
Corn Exchange	Rear Lift	Service	18/11/2020	19/11/2020	
Corn Exchange	Rear Lift	Replenish oil	18/11/2020	19/11/2020	
Corn Exchange	Air Conditioning	Bi-annual service	20/11/2020	09/12/2020	
Corn Exchange	Lifts	Quarterly service	12/02/2021	12/02/2021	
Corn Exchange	Lifts	new drive nut and oiling	15/02/2021	19/02/2021	
Corn Exchange	Boiler (1st floor)	Unblock condenser trap	04/03/2021	04/03/2021	
Depot	Plant	Annual service of generator	18/06/2020	18/06/2020	
Depot	Maintenance	Annal service of roller shutter door	10/09/2020	15/09/2020	
Depot	Plant	Generator Service	23/12/2020	05/01/2021	
Depot	Plant	works following service	05/01/2021	16/04/2021	
Free Church	Clock	Annual Service	21/05/2020	23/06/2020	
Globe Place Toilets	Washer/dryer	6 month service	11/11/2020	17/11/2020	
Norris Museum	Fire	Failed emergency lights	25/02/2020	25/02/2020	
Norris Museum	Fire	Quarterly service of fire alarm/ emergency lights	29/05/2020	29/05/2020	
Norris Museum	De-humidifier	Annual Service	06/04/2020	02/07/2020	
Norris Museum	Automatic doors	Six monthly service	27/07/2020	18/08/2020	
Norris Museum	Gas	Annual service of 2 gas boilers and annual gas safety check	17/08/2020	25/08/2020	
Norris Museum	Gas	Replace meter box	25/08/2020	15/09/2020	
Norris Museum	Gas	Replace solenoid valve	17/08/2020	18/09/2020	
Norris Museum	Electrical	Porch light coming down	17/09/2020	30/09/2020	

Norris Museum	Emergency lighting	Service	15/10/2020	15/10/2020	
Norris Museum	Fire Protection	door sensor service	15/10/2020	27/11/2020	
Norris Museum	Pest treatment	Infestation	01/12/2020	01/12/2020	
Norris Museum	Heating	Control fault	02/12/2020	16/12/2020	
Norris Museum	Alarm	Annual rental/ monitoring	30/11/2020	30/12/2020	
Norris Museum	Electrical	Defibrillator fitted	17/02/2021	17/02/2021	
Norris Museum	Electrical	Various lighting matters	04/03/2021	10/03/2021	
Town Hall	Lift	LOLER inspection	06/05/2020	06/05/2020	
Town Hall	Fire	Failed emergency lights	25/02/2020	25/05/2020	
Town Hall	Fire	Quarterly service of fire alarm	29/05/2020	29/05/2020	
Town Hall	Maintenance	Polycarbonate screen for reception	04/06/2020	16/06/2020	
Town Hall	Gas	Boiler service and gas safety check	23/06/2020	29/06/2020	
Town Hall	Fire	Failed emergency lights replaced	29/05/2020	07/07/2020	
Town Hall	Lift	Six month service	08/07/2020	13/07/2020	
Town Hall	Maintenance	Window cleaning	17/07/2020	23/07/2020	
Town Hall	Car Park Barrier	Annual Service	29/06/2020	10/08/2020	
Town Hall	Windows	Secondary Glazing fitted	30/06/2020	10/09/2020	Fitting 29/07/20 and 10/08/20
Town Hall	Emergency lighting and fire extinguisher	Service	20/10/2020	20/10/2020	
Town Hall	Lift	Service	29/10/2020	29/10/2020	
Town Hall	Heating	Thermostats sticking	03/11/2020	06/11/2020	
Town Hall	Lift	LOLER inspection	04/11/2020	06/11/2020	
Town Hall	Electrical	LED lighting fitted throughtout	14/09/2020	23/11/2020	Works undertaken on 28/10 and 16-23/11. Financed by SALIX loan
Town Hall	Maintenance	Boiler not working	24/11/2020	25/11/2020	
Town Hall	Maintenance	Reception- new bell	04/12/2020	04/12/2020	
Town Hall	Plumbing	Attend radiators 2nd floor	11/01/2021	11/01/2021	
Town Hall	Electrical	New timer for outside lights	09/02/2021	16/02/2021	
York House	Electrical	EHIC annual check/certificate	08/09/2020	04/12/2020	Deducted from rental income

St Ives Town Council Current Year
Annual Budget - By Committee (Actual YTD Month 12)

10:19

		<u>Last Year</u>		<u>Current Year</u>				<u>Next Year</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
<u>Property</u>										
<u>400</u>	<u>Town Hall</u>									
4201	Tenants' Rent	18,000	30,377	26,000	37,940	37,940	0	31,600	0	0
4202	Tenants' Rechargeable Exps	7,400	6,241	7,500	7,741	7,741	0	7,500	0	0
4203	Hire of Council Chamber	100	192	100	0	0	0	0	0	0
Total Income		25,500	36,810	33,600	45,682	45,681	0	39,100	0	0
5019	Repairs & Renewals	10,000	8,382	10,000	1,768	1,768	0	10,000	0	0
5033	Business Rates	8,000	7,598	8,000	7,722	7,722	0	8,000	0	0
6934	Water Rates	400	276	400	229	400	0	400	0	0
7032	Heating & Lighting	7,000	5,154	5,000	5,722	5,722	0	4,500	0	0
7035	Cleaning	9,500	7,809	9,500	5,079	5,079	0	9,500	0	0
7037	Maintenance - Contracts	2,000	1,914	2,000	1,137	1,137	0	2,000	0	0
7041	LED Lights Salix	0	0	0	9,250	9,250	0	0	0	0
7043	Eco Action	0	0	0	0	0	0	10,000	0	0
7044	Trade Refuse	2,000	1,996	2,050	1,123	1,123	0	2,000	0	0
7057	Property Survey	0	0	0	0	0	0	6,000	0	0
9246	TH Refurbishments (EMR)	5,000	0	11,000	8,346	8,346	0	10,000	0	0
Overhead Expenditure		43,900	33,129	47,950	40,375	40,547	0	62,400	0	0
400 Net Income over Expenditure		-18,400	3,681	-14,350	5,306	5,134	0	-23,300	0	0
6000	plus Transfer from EMR	0	0	0	8,346	0	0	0	0	0
Movement to/(from) Gen Reserve		<u>(18,400)</u>	<u>3,681</u>	<u>(14,350)</u>	<u>13,652</u>	<u>5,134</u>		<u>(23,300)</u>		
<u>410</u>	<u>Corn Exchange</u>									

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St Ives Town Council Current Year
Annual Budget - By Committee (Actual YTD Month 12)

10:19

		<u>Last Year</u>		<u>Current Year</u>				<u>Next Year</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
7232	Maintenance Contracts	2,000	1,633	0	0	0	0	0	0	0
7233	Repairs & Renewals	10,000	2,977	0	0	0	0	0	0	0
7237	CIC Grant	0	0	10,000	10,464	10,464	0	10,000	0	0
9336	Corn Exchange Refurb. (EMR)	5,000	144	0	0	0	0	5,000	0	0
9337	Corn Exchange Roof (EMR)	0	0	5,000	0	0	0	5,000	0	0
Overhead Expenditure		17,000	4,754	15,000	10,464	10,464	0	20,000	0	0
Movement to/(from) Gen Reserve		(17,000)	(4,754)	(15,000)	(10,464)	(10,464)		(20,000)		
430	<u>Warners Park Pavilion</u>									
4110	Warner's Park Pavilion	70	0	0	0	0	0	0	0	0
Total Income		70	0	0	0	0	0	0	0	0
5019	Repairs & Renewals	17,421	130	17,291	250	250	0	5,000	0	17,041
Overhead Expenditure		17,421	130	17,291	250	250	0	5,000	0	17,041
Movement to/(from) Gen Reserve		(17,351)	(130)	(17,291)	(250)	(250)		(5,000)		
440	<u>Ground Maintenance Depot</u>									
4400	Rental of Old Depot	3,050	933	1,050	700	700	0	700	0	0
Total Income		3,050	933	1,050	700	700	0	700	0	0
5033	Business Rates	4,000	0	2,000	0	0	0	0	0	0
Overhead Expenditure		4,000	0	2,000	0	0	0	0	0	0
Movement to/(from) Gen Reserve		(950)	933	(950)	700	700		700		

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St Ives Town Council Current Year
Annual Budget - By Committee (Actual YTD Month 12)

		<u>Last Year</u>		<u>Current Year</u>				<u>Next Year</u>		
		Budget	Actual	Total	Actual YTD	Projected	Committed	Agreed	EMR	Carried Forward
450	<u>Community Centre</u>									
5019	Repairs & Renewals	1,000	1,584	1,000	0	0	0	1,000	0	0
	Overhead Expenditure	1,000	1,584	1,000	0	0	0	1,000	0	0
	Movement to/(from) Gen Reserve	(1,000)	(1,584)	(1,000)	0	0		(1,000)		
	Property - Income	28,620	37,743	34,650	46,382	46,381	0	39,800	0	0
	Expenditure	83,321	39,598	83,241	51,089	51,261	0	88,400	0	17,041
	Net Income over Expenditure	-54,701	-1,854	-48,591	-4,707	-4,880	0	-48,600	0	-17,041
	plus Transfer from EMR	0	0	0	8,346	0	0	0	0	0
	Movement to/(from) Gen Reserve	(54,701)	(1,854)	(48,591)	3,639	(4,880)		(48,600)		

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PROPERTY COMMITTEE

DATE: 28 April 2021

SUBJECT: Corn Exchange Roof - Project Plan

1 Introduction and Purpose of Report

- 1.1 This report is to present to members the project plan as commissioned from Stockton Bradley Chartered Building Surveyors together with their fee proposal for undertaking the first stage of the plan.

2 Recommendations

- 2.1 That the report is received and noted.
- 2.2 To approve the overall Programme with deliverables and gateways as submitted, noting the 4 stages of design, statutory, tender and works.
- 2.3 To appoint Stockton Bradley to carry the project forward through stage 1, the design phase, at a cost of £26,925 (which includes £5,935 costs associated with solar panelling)
- 2.4 To support the consultant led competitive tendering process as recommended in stage 3 of the fee proposal.

3 Background

- 3.1 At the meeting of the Town Council on 13 November 2019, it was agreed that a survey be undertaken on the Corn Exchange roof in order to obtain an expert opinion on repair work that may be required and to allow appropriate budgets to be allocated, going forward. Stockton Bradley Chartered Building Surveyors were appointed and the survey took place in March 2020. The results, indicated a remaining life of 5-10 years before water is likely to ingress in numerous places.
- 3.2 On 23 September 2020 the results of the survey were presented to Members and two options of overlay or replace were put forward for consideration, the choice of which approach to take being a matter for the Town Council.
- 3.3 To enable Members to arrive at an informed decision on how matters should proceed, Stockton Bradley were approached for advice and the provision of an outline design and business case for both options was recommended.
- 3.4 Stockton Bradley, in conjunction with Steel & Co, experienced contractors and Fordham Consulting Structural Engineers undertook a second survey in December 2020, enabling the production of a business case report which was presented to Members on 27 January 2021.
- 3.5 The business case revealed Option1 - overlay, as being more economical at £139,000 and providing the advantages of speed of delivery, reduced costs/improved value for money and reduced 'down' time of the premises. This option, however, would not allow for PV (solar) paneling. Option 2 - replacement at £267,000 would, but at a further additional cost of approximately £90,000 i.e. £357,000 in total.
- 3.6 The business case summarised the principal differences between the two options as cost and risk. Option 1 was more economical than option 2, however option 1 maintains a managed risk of Asbestos material in the building which, as a long-term investment, would not be ideal or preferable.

- 3.7 Members determined that full replacement of the roof would be the best option as encapsulation would only be an interim measure and would need to be revisited at a later date. The replacement option to include solar paneling should also be looked into.
- 3.8 Stockton Bradley were appointed as Project Managers to produce a project plan for presentation at a future meeting. It would include all stages and costs and needed to ensure there were suitable break clauses in the contract to provide gateways and ensure delivery.
- 3.9 Attached is the Project Programme prepared by Stockton Bradley, with overall deliverables and realistic gateways. The project programme is based on four stages:
- Stage 1 - Design
 - Stage 2 - Statutory
 - Stage 3 – Tender
 - Stage 4 - Works

Prior to each stage, the Committee will be approached for consent to proceed to the next stage with clear costs and risks being highlighted at each gateway.

- 3.10 Also attached, in conjunction with the project programme, is Stockton Bradley's fee proposal of £26,925 for undertaking stage 1 - design. This phase would include all detailed design elements to facilitate statutory (Planning etc.) consideration in stage 2 and for contractors to provide a fixed price lump sum price in stage 3, reducing the risk of cost variation and delivery. This phase and the cost above includes a full design provision for installing PV on the roof in addition to the preparation of Planning/Listed Building documentation for consideration by Huntingdonshire District Council. To ensure compliance, the works will be assessed by an independent Building Control consultant to provide assurance of compliance to the Building Regulations which in turn, manages risk of any change to Building Regulations which would impact upon cost.
- 3.11 At the meeting in January, The Town Clerk confirmed that the work would need to go out to competitive tendering and be advertised on the government contractor finder site. Mr Bradley advises that the Council does not incur sufficient expenditure to exceed the 'Works Contracts' threshold, so is a voluntary process by St. Ives Town Council. Stage 3 of Mr. Bradley's report recommends an alternative that would save the Council £10,000. Contract finder is free to use by Government bodies, but the preparation, compliance and management of the process would cost Consultant time and expense. Mr. Bradley has approached a specialist consultant who quotes a daily rate and a 'budget' cost of £15,000. Mr. Bradley's costs in the tender process would amount to approximately £5,000 regardless of Contract Finder or 'Consultant Led' tendering, hence a £10,000 saving if the Contract Finder process is not used. As it impacts on the design phase, approval of the alternative method needs to be agreed.

4. Proposal

- 4.1 It is proposed that members consider approval of the attached Programme and the Stage 1 - Design Fee Proposal as submitted by Stockton Bradley at a cost of £26,925. It should be noted that this fee includes £5,935 relating to the design stage elements of solar paneling on the roof. Members should also consider approval of the consultant led tender process with its resultant cost saving.

5. Financial Implications

- 5.1 The Corn Exchange Roof (EMR) for 2021/22 stands at £5,000. £145k is earmarked in reserves.

6. Policy Implications

6.1 There are no current policy implications

7. Health and Safety Implications

7.1 There are no current H&S implications. Before any works take place, appropriate risk assessments, method statements and evidence of sufficient insurance are required. The contractor would need to confirm they can meet the requirements of CDM and have a Health and Safety policy in place that complies with legislative requirements.

8. Reporting Officer – Christine Allison, Amenities Manager

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St. Ives Town Council
Town Hall Market Hill,
St Ives
PE27 5AL

BY EMAIL ONLY TO: amenities@stivestowncouncil.gov.uk

Our ref: JB/8414.1
Date: 26th March 2021

Dear Mrs Allison

Re: Chartered Building Surveyor Design Fee Proposal

Thank you for the opportunity to submit a fee proposal to carry this project forward through the design phase on behalf of St. Ives Town Council

As Officers and Members will be aware, a project of this complexity requires numerous areas of expertise including, but not limited to Planning, Asbestos, Mechanical & Electrical, Building Regulations etc. I have therefore provided a breakdown of various expertises to inform stakeholders of expenditure and risk should works vary once the project is commissioned.

As you will note from the program presented in conjunction with this fee proposal, the project is based on four stages. Prior to each stage, the Committee will be approached for consent to proceed to the next stage with clear costs and risks being highlighted at each gateway:

- **Stage 1: Design**
This phase includes all detailed design elements to facilitate statutory (Planning etc.) consideration in stage 2 and for contractors to provide a fixed price lump sum price in stage 3. This reduces risk to the client concerning cost variation and delivery. This phase (currently) includes a full design provision for installing PV on the roof of the Corn Exchange in addition to the preparation of Planning/Listed Building documentation for consideration by Huntingdonshire Borough Council. Again, to ensure compliance, the works will be assessed by an independent Building Control consultant to provide assurance of compliance to the Building Regulations which in turn, manages risk of any change to Building Regulations which would impact cost. The fee proposal below ONLY incorporates this stage.
- **Stage 2: Statutory**
As referenced above, given works will cause a material aesthetic change to the property, the property is Grade II Listed and is located in a Conservation Area, statutory consent will be required; costs in this regard are minimal at c.£500.00+VAT as the professional design and preparation of documents is included within Stage 1. This stage includes public (Planning) consultation and consultation with the Borough Council.
- **Stage 3 Tender**
The works are currently proposed to be tendered through the Government 'Find a Tender' (FaT) scheme (formally OJEU). As the Council does NOT incur sufficient expenditure to exceed the 'Works Contracts' threshold, this is a voluntary process by St. Ives Town Council. Procurement through a 'FaT' scheme led by specialist consultants will cost in the region of £15,000.00+VAT, the Consultant led process would take half the time of FaT and would save c.£10,000 compared to a FaT process. Members are reminded that access for the works will be provided from neighbouring land and properties; the agreement and cost of enabling access through the provision of a License is currently unknown but a budget of £20,000 has been assigned at this time.

- Stage 4 Works

Currently, the works are planned to take four months between February and March 2023 at a total project budget of £360,000 (including PV). Following engagement with Officers, this period is currently understood to be the quietest period of the year; we (and officers) appreciate there is no ideal time to close a prominent building and reduce fee income from a significant asset however these Asbestos works cannot be undertaken safely whilst the property is in use. Alternatives including out of hours working have been considered however the cost, local resident disruption and time delays would out-weigh the swifter application of the works. It is anticipated that the building will have a temporary roof whilst roof works are underway (for H&S and continuous non-weather dependant works).

Therefore, to undertake detailed design in delivering **Stage 1 (Design)** of the Corn Exchange Roof Replacement Works, our professional costs are as follows:

• Detailed Design	£ 11,500.00
• M&E Detailed design for PV	£ 5,050.00
• Structural Design for PV or verification for new roof system	£ 885.00
• Statutory Planning preparation	£ 6,000.00
• Statutory Building Regulation preparation	£ 3,490.00
	£ 26,925.00+VAT

The above fees are accumulative and cannot be instructed in isolation without further engagement with StocktonBradley. Please note the fees reported in paragraph 6.3.2 of our Business Case of January 2021 did not include PV; the above proposal does now include for such works. Our fees include day to day expenses (travel, calls etc.) but exclude any intrusive investigations, third party investigations, large format printing etc. Fees are payable in four equal instalments over a four month period following instruction; I attach a copy of our terms of business for your reference.

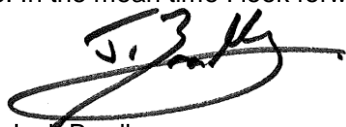
Our reports and designs are prepared and verified by our Chartered Building Surveyors. Both our Chartered Surveyors and StocktonBradley Ltd are regulated by the RICS and customers should gain comfort and assurance that in consequence of our independence and regulation by the RICS, our assessment, reporting and conduct will be to the highest professional standard..

In this time of Covid-19, we have specific measures in place to protect our staff, the occupants of properties and the wider public. Should our services be engaged, a letter will be provided to the client and the occupants highlighting what precautions should be undertaken to enable a safe working environment whilst the survey is being undertaken.

Should the above be acceptable to you, please:

- accept our fee proposal of 26th March 2021
- provide the client name, registered address and contact details (email, telephone etc.)
- provide third party registered contact details should our invoice not be settled by the client above.

If I have misunderstood your brief or you wish to vary the above proposal, please do not hesitate to contact me. In the mean time I look forward to your advice.



Mr Jack Bradley BScHons MRICS

Managing Director

enc. StocktonBradley Ltd terms of business
CX v1 Delivery Program 26.03.21

Tel: Leighton Buzzard 01525 211 744 Reading 0118 4050 075

Head Office: Copse House, 43 Kiln Road, Emmer Green RG4 8UE

Web: www.stocktonbradley.co.uk

StocktonBradley Terms of Business

StocktonBradley shall provide their services with all reasonable skill, care and diligence.

StocktonBradley is a trading name of Stockton Bradley Limited, company house no. 874 1465; Directors C J Bradley and A P L Bradley (re: Stockton)

Identity of Contracting Party

You are entering into a contract with Stockton Bradley Limited (known as StocktonBradley). Apart from the liability of StocktonBradley as a firm, no personal responsibility is accepted by any of the directors or staff of the firm and no personal duty of care or other personal contractual obligation is accepted.

Services and Fees

Services to be undertaken by StocktonBradley, shall be described in the correspondence passing between StocktonBradley and the employer. The fees payable to StocktonBradley shall be the amount stated in correspondence passing between StocktonBradley and the employer.

All fees unless otherwise stated (excluding project work described below) shall be payable immediately on completion of the agreed services and receipt of the account.

All fees quoted or otherwise payable are subject to the charges of Value Added Tax (VAT) in accordance with current legislation. StocktonBradley VAT no.174 1184 17

The person or company settling fees by or on behalf of the employer shall be the person or company submitting the instruction to StocktonBradley, whether by e-mail, correspondence, contract or verbal unless specifically directed to claim fees and costs from a third party.

The fees payable on project work unless agreed otherwise become payable to StocktonBradley as follows:-

- 25% by equal payments throughout or on completion of the design stage
- 25% by equal payments throughout or on completion of the tender stage
- 50% by equal payments throughout or on completion of the construction phase, completing on Practical Completion

If StocktonBradley is requested whether by e-mail, correspondence, contract or verbally by the employer to undertake additional services, or additional works have to be completed, the fees payable to StocktonBradley for such additional services shall be pre-agreed in writing prior to such services being engaged; if none of an agreed fee, then fees will be calculated and charged on a time charge basis or pro-rata the agreed fee; whichever is the most appropriate.

The following hourly rates will be charged for work on a time basis, or areas as falling outside the scope of works covered by the percentage fee or where an hourly rate fee is appropriate.

	<i>£/hour</i>	<i>£/hour Gt. London and expert work</i>
	160	195

An increased hourly rate as indicated above applies to all projects located within the M25 London Orbital (including but not limited to Greater London) and to all service contained within a remit of 'expert' advice or consultancy.

Costs and Disbursements (Expenses)

StocktonBradley will endeavour to provide the employer with an update of the costs for which they are liable on a regular basis, no less frequently than once every six months. We will only make a planning application or building regulation (or similar application that involves a fee) on your behalf if we are in funds or a cheque to the payee is made available to us prior to making the application.

Expenses and disbursements properly incurred in connection with the appointment will be charged in addition to fees and will include in addition the cost of the following: plan printing, photography, travel, photocopying and postage etc. unless agreed otherwise.

StocktonBradley will use first class post for delivery of documents etc. We will charge for special delivery, courier or similar at cost to us. We may use electronic mail systems and signatures in line with relevant code of practice and/or statutory amendments at our discretion.

Methods of Payment of StocktonBradley Fee Accounts

Payments made direct via BACS to our bank should be sent to our office account at Barclays Bank Plc, Aylesbury branch, sort code 20-03-18, our account number is 73087085 (quoting our file reference and the invoice number). Please advise the project leader if and when you choose this method of payment, kindly forward a confirmation e-mail to info@stocktbradley.co.uk when selecting this method of payment.

When settling our fee account by cheque, please forward your cheque to: StocktonBradley Limited, Copse House, 43 Kiln Road, Emmer Green RG4 8UE made payable to Stockton Bradley Limited. We reserve the right to charge bank administration charges where StocktonBradley is charged by their bank in the administration of such payment.

Any fee account, which StocktonBradley issues, should be paid immediately on receipt of the invoice. Failing receipt of payment, we reserve the right to charge interest at the rate payable on judgement debts from the date after the invoice was raised. Interest and penalties will be applied as per the late payment of commercial debt regulations 2002. The Housing Grants, Construction and Regeneration Act 1996 (the Construction Act) and Local Democracy, Economic Development and Construction Act 2009, including all amendments, will apply.

Reports shall not be released until full payment is received unless agreed to the contrary in writing.

Where fees are un-paid for a duration exceeding 30 calendar days, StocktonBradley reserves the right to pursue the debt through court plus all expenses, interest and costs; by accepting a fee proposal submitted by StocktonBradley, the client and/or their agent on their behalf accepts this as Notice of such action being taken to recover costs following 30 days. Where mediation in line with the RICS mediation service is agreed by the parties, such will be considered following notification; any costs associated with mediation including time and costs incurred by StocktonBradley will be met in full by the employer.

StocktonBradley reserve the right to cease working on a particular instruction or instructions for a client whose account remains unpaid for more than 30 calendar days.

Employers Obligations

The employer shall ensure that there shall be made available to StocktonBradley such information and assistance as is required by StocktonBradley and from other parties involved with the project to enable StocktonBradley to perform the services in an efficient and economical manner.

The employer is specifically directed to the Construction, Design and Management (CDM) regulations 2015 (including all amendments and codes of practice) made under the Health and Safety at Work etc. Act 1974. Both commercial and domestic clients have specific duties pertaining to the law which cannot be passed to a third party. Should the employer have queries concerning their obligation to this or other statutory regulation, they are directed to seek independent and suitably qualified advice including suitable staff members of StocktonBradley.

Assignment

Neither party shall assign the whole or any part of this agreement without the consent of the other in writing. Such consent shall not be unreasonably withheld.

Complaints Procedure

StocktonBradley operate a formal complaints procedure in order to ensure that everything possible is done to meet any concerns that you may have. Copies of the procedure are available on request from our offices and online at www.stocktonbradley.co.uk

Liability and Insurance

Our liability shall exclude any claim arising out of or in connection with asbestos, pollution or contamination. As well as virus and war risks.

The total liability of StocktonBradley, unless otherwise agreed in writing, shall be up to 10 times the fee for the project up to a maximum of £250,000.00 in a single claim.

Our liability shall exclude any claim arising out of or in connection with terrorism, toxic mould or those arising directly or indirectly from asbestos or materials containing asbestos. Unless otherwise agreed in writing the period of liability of StocktonBradley is 3 years from Practical Completion or completion of the Project.

In accordance with the code of practice set by the Royal Institute of Chartered Surveyors for certified practicing members, professional indemnity and public liability insurance is held and maintained.

Where third party consultants such as structural engineers, independent building regulation compliance officers, mechanical or electrical engineers, design elements apportioned to contractors etc. are engaged either directly or in-directly, StocktonBradley will not be liable for such consultants or contractors action or in-action. The client should consult and ensure sufficient relevant insurances are in place and maintained direct with the third party to suit their needs.

Asbestos

StocktonBradley is not qualified to comment on or make recommendations in respect of Asbestos.

It is incumbent upon owners of commercial buildings under the Control of Asbestos at Work Regulations 2002 to have had an asbestos survey carried out by a competent person and to hold an asbestos report within the building. StocktonBradley requires to be provided with a copy of the asbestos report before commencing work. In the event that no survey exists StocktonBradley requires that a survey is carried out by the employer and that a copy of the resultant report is provided before commencing work.

For reasons of insurance, StocktonBradley are not able to make recommendations in respect of asbestos consultants or asbestos contractors. StocktonBradley can, on request, provide lists of specialist asbestos consultants and asbestos contractors but the list is provided without any actual or implied recommendation.

StocktonBradley is unable to appoint asbestos consultants or asbestos contractors as subcontractors and such specialists must be employed direct.

Owners of residential properties where asbestos contamination is a possibility (i.e. with an original construction date prior to the year 2000) will be required to obtain an asbestos survey and report prior to our commencement of work.

Collateral Warranty

Where StocktonBradley are asked to enter collateral warranty agreements benefiting the client and/or any third party not a party to the contract to which this document refers, StocktonBradley may do so at their discretion subject to insurer's approval. Our agreement to accept a Collateral Warranty will be subject to negotiation of the terms and to the payment of our additional fee per warranty to cover additional costs, risk and expense.

Data Protection Act and General Data Protection Regulation 2018

StocktonBradley may contact you in the future in relation to the services which we offer. Unless we hear from you to the contrary, we will assume that you have no objection to this.

StocktonBradley may obtain property ownership information from the land Registry for the purposes of assessing Ownership of land/property in the context of the Party Wall etc. Act 1996, Planning, access or other matter relevant to enabling the clients brief.

This information will be held on the computer records and files of StocktonBradley, subject to regular back-up procedures but not shared with any other person or organisations other than those in the specific matters for which the information was obtained.

Should the person or organisation whose data is held wish for the data to be removed from the records of StocktonBradley please contact the Surveyor at StocktonBradley engaged by the client accordingly.

Copyright

The copyright of documents prepared by StocktonBradley is reserved to StocktonBradley but the employer shall have a royalty free non-exclusive license to use such documents for the purpose for which they were prepared providing all fees properly due have been paid. The employer will not be entitled to such copyright in the event of a dispute or allow the use of such documents by any third party or representative. Should such copyright be breached, StocktonBradley reserves the right to make claim against the employer and any third party.

Storage of Files and Documents

StocktonBradley reserve the right to make a charge for retrieving any archived file or documents from our archive system, and we reserve the right to charge a reasonable fee for any delivery costs we incur, for any photocopying costs or for any work we do in addition to the retrieval of the items in question.

You consent to StocktonBradley destroying any files and documents if at some future date we convert those items into some appropriate electronic form. We will in any event destroy files once 12 years have passed since the completion of the contract.

Confidentiality, Apportionment and Third Party rights

The project, unless specifically advised in writing by the employer and acknowledged by StocktonBradley, will not be considered confidential. Matters pertaining to the employers scheme will be discussed with employees of StocktonBradley in addition to any relevant contractors, consultants, statutory authority and third party.

The engagement of any member of staff employed by StocktonBradley shall mean the engagement of StocktonBradley unless where specific written instruction applies to a specific member of staff; where such apportionment applies and is specified by the client in writing, the specific employee shall gain the protection of the company insurance, rights, terms and conditions etc. set out in this document.

The Contracts (Rights of Third Parties) Act 1999 and its amendments is excluded to preclude other parties from seeking to rely to these terms and conditions. StocktonBradley shall not be liable for any third party claim or recourse.

Suspension and Termination

The employer can suspend or terminate the engagement of StocktonBradley for any reason by giving notice within seven calendar days following verbal or written engagement, whichever the former. The client can send a notice of suspension or termination by e-mail, post or in person to our registered office, the written notice will be considered to have been given on the day it is posted or sent by e-mail. StocktonBradley does not have to provide any goods or services before the end of the seven day period described above, where services are proposed to be engaged within the seven day period, such shall be agreed in writing with the employer.

Upon suspension or termination, StocktonBradley will be entitled to a payment in respect of the services that have been rendered up to the date of the said notice. In addition to the above, StocktonBradley will be entitled to be reimbursed for all expenses, disbursements, costs and tax incurred or to be incurred or obligations entered into or to be entered into in connection with the performance of the services and to a further payment representing loss of profit to StocktonBradley if the services had not been fully performed.

StocktonBradley shall be entitled to terminate its obligations to perform the services by giving written notice to the employer should the employer default of its obligations. If the appointment of StocktonBradley is terminated pursuant to this condition, StocktonBradley shall be entitled to a payment from the employer within 14 days of the notice of termination, calculated on the basis set out in the paragraph above. Termination shall be without prejudice to the rights and remedies of the parties.

Disputes

If a dispute arises out of any appointment relating to these terms and conditions the employer and StocktonBradley shall attempt to agree a settlement in good faith.

If any dispute is not resolved, either the employer or StocktonBradley may at any time give notice to either in writing that he wishes to refer the dispute to an adjudicator, provided the contract is in writing and/or is not with a domestic client. The person who is to act as the adjudicator shall be agreed between the employer and StocktonBradley within 2 days of such notice having been given or, failing agreement, be appointed by the President or Vice President of the Royal Institution of Chartered Surveyors (RICS) within 5 days of such notice having been given. The referring party shall refer the dispute in writing to the adjudicator within 7 days of such notice having been given.

The adjudication shall be conducted in accordance with the Construction Industry Council model Adjudication Procedures current at the time of the engagement of StocktonBradley.

Where a dispute arises with a domestic client and the above adjudication is not accepted, the matter will be referred to the small claims court or equal English court for determination; such costs being met, including time incurred by StocktonBradley in settling and claiming accounts by the client.

Statutory Compliance and the Party Wall etc. Act 1996

Unless where specifically included within the fee proposal submitted by StocktonBradley, statutory consents including but not limited to planning and building regulation compliance shall not be included within the fee proposal, such provision, certification and compliance being obtained by the employer.

Where StocktonBradley are engaged in enforcing the Party Wall etc. act 1996 (the Act), the Act will take precedence over the terms and conditions proposed within this document where relevant. The duties, obligations, rights and relationship of employer/surveyor are different to that of contract Law, the Act taking precedence. The employer is directed to the Act concerning such duties, obligations and

rights. The Surveyor appointed to enforce the Act on behalf of the relevant Owner will solely enforce the Act and cannot be held liable in regard to any other matters relating to works on the respective site or premises. All fees are payable immediately following publication of an Award or as deemed appropriate by the appointed Surveyor/s; any sum payable in pursuance of this Act (otherwise than by way of fine) shall be recoverable summarily as a civil debt and the above terms will apply (S.17 (recovery of sums) of the Party Wall etc. Act 1996).

Surveyors acting as Expert Witness

The appointment of the appointed Building Surveyor is one which is subject to the RICS practice statement 'Surveyors acting as expert witnesses', a copy of which is available on request.

Definitions: unless otherwise agreed by the parties:

- 'Appointer' means the person(s), organisation(s), or department(s) from whom instructions are received.
- 'Client' means the person(s), organisation(s), or department(s) on whose behalf the Expert Surveyor has been instructed to provide the services listed in these Terms of Engagement.
- 'Expert Surveyor' means the person named and appointed to provide the services of these Terms of Engagement.
- 'Assignment' means the matter(s) referred to the Expert Surveyor by the Appointer, in respect of which the services are required, and to which these Terms of Engagement apply.
- 'Fees' means (in the absence of written agreement to the contrary) the reasonable charges of the Expert Surveyor based on the Expert Surveyor's agreed hourly/daily rate stated above. Time spent travelling and waiting may be charged at the full hourly/daily rate. Value Added Tax will be charged in addition (where applicable).
- 'Disbursements' means the cost, reasonably incurred, of (by way of non-exclusive example) all photography, reproduction of drawings, diagrams, etc., printing and duplicating, and all out-of-pocket expenses, including travel, subsistence and hotel accommodation. Value Added Tax will be charged in addition (where applicable).
- The Expert Surveyor's Complaints Handling Procedure (CHP) will not apply to this engagement, because of the Expert Surveyor's duty to the tribunal.

The Appointer

The Appointer shall:

- (a) provide timely, full and clear instructions in writing supported by good quality copies of all relevant documents within his/her possession – including all court orders and directions which may affect the preparation of advice or reports – along with a timetable for provision of the Expert Surveyor's services; at such times as the timetable is altered, such alterations shall be notified promptly to the Expert Surveyor,
- (b) treat expeditiously every reasonable request by the Expert Surveyor for authority, information or materials, and for further instructions, as he or she may require,
- (c) update and/or vary without delay the Expert Surveyor's instructions, as circumstances require,
- (d) not alter or add to, nor permit others so to do, the content of an Expert Surveyor's report, or any text, document or materials supporting such report, before submission to the Tribunal, without the Expert Surveyor's permission,
- (e) where possible, at the Expert Surveyor's request, arrange access to the property/facility relevant to the Assignment in order that the Expert Surveyor can inspect such and make relevant enquiries,
- (f) ascertain the availability of the Expert Surveyor for hearings, meetings and appointments at which his/her presence is required,
- (g) give adequate written notice to the Expert Surveyor of any attendance required at hearings, meetings and appointments; and,
- (h) not use the Expert Surveyor's report or other works for any other purpose save that directly related to the Assignment.

The Expert Surveyor

The Expert Surveyor shall:

- (a) undertake only those tasks in respect of which he or she considers that he or she has adequate experience, knowledge, expertise and resources,
- (b) use reasonable skill and care in the performance of his/her instructions and duties,
- (c) comply with appropriate codes, rules and guidelines, including those of RICS
- (d) notify the Appointer of any matter which could disqualify the Expert Surveyor or render it undesirable for the Appointer to continue with the appointment
- (e) answer questions or requests for information from the Appointer within a reasonable time
- (f) endeavour to make him or herself available for all hearings, meetings, etc. of which he or she has received adequate written notice
- (g) treat all aspects of the Assignment as confidential
- (h) provide all relevant information to allow the Appointer to defend the Expert Surveyor's Fees or Disbursements at any costs assessment
- (i) respond promptly to any complaint by the Appointer within a reasonable time; and
- (j) retain all intellectual property rights and ownership rights in his/her work and any other original works created by him or her in relation to or in connection with the Assignment on which he or she is instructed, unless otherwise agreed in writing.

Fees and Disbursements

The Expert Surveyor may present invoices at such intervals as he or she considers reasonable during the course of the Assignment, and payment of each invoice shall be due on presentation.

For the avoidance of doubt, the Expert Surveyor shall be entitled to charge for Fees and Disbursements where, due to settlement of the dispute, or for any other reason not being the fault of the Expert Surveyor:

- (a) the Expert Surveyor's time has been necessarily reserved for a specific hearing, meeting, appointment or other relevant engagement
- (b) specific instructions have been given to the Expert Surveyor for an inspection and report; and
- (c) the reservation of time is not required because the engagement has been cancelled or postponed and/or the instructions have been terminated.

The Expert Surveyor shall also be entitled to charge for answering questions from a party relating to the Assignment or for the provision of any addendum reports.

The Appointer and (where relevant) the identify party shall be jointly and severally responsible for payment of the Expert Surveyor's Fees and Disbursements.

Any restriction or cap by the Tribunal, or by another competent authority, of the recoverability of an Expert Surveyor's Fees and Disbursements, shall not affect the liability of the Appointer to pay those Fees and Disbursements.

The Appointer shall pay to the Expert Surveyor, if applicable, interest under the Late Payment of Commercial Debts (Interest) Act 1998 on all unpaid invoices, or will pay to the Expert Surveyor, at the Expert Surveyor's sole discretion, simple interest at 3.25% per month (or part thereof) on all invoices which are unpaid after 30 days from the date of issue of the invoice, calculated from the expiry of such 30-day period, together with the full amount of administrative, legal and other costs incurred in obtaining settlement of unpaid invoices.

Disputes over Fees and Disbursements

In the event of a dispute as to the amount of the Expert Surveyor's Fees and Disbursements, such sum as is not disputed shall be paid forthwith pending resolution of the dispute, irrespective of any set off or counter claim which may be alleged.

Any dispute relating to the amount of the Expert Surveyor's Fees and Disbursements shall, in the first instance, be referred to StocktonBradley.

Any dispute over Fees or Disbursements that cannot be resolved by StocktonBradley shall be referred to, a mediator chosen by agreement of both parties. Where agreement cannot be reached on the identity of a mediator, the services of the RICS Dispute Resolution Service (DRS) shall be used to appoint a mediator. In the event that any dispute cannot be resolved by mediation, the courts of England and Wales shall have exclusive jurisdiction in relation to the dispute and its resolution.

English Law

The terms of the agreement between the Employer and StocktonBradley shall be governed by English Law.

[illegible][illegible]

PROPERTY COMMITTEE

DATE: 28 April 2021

SUBJECT: Corn Exchange - adjacent building work matters

1 Introduction and Purpose of Report

- 1.1 This report brings to the attention of members building works taking place next door to the Corn Exchange at the old Nat West Building, 2, The Pavement, St Ives.

2 Recommendations

- 2.1 That the report is received and noted.
- 2.2 That the report facilitates discussion in which a course of action can be agreed upon a suitable way forward.

3 Background

- 3.1 A planning matter was put before a meeting of the Town Council's Planning Committee on 10 March 2021 for 2, The Pavement St Ives. Reference 21/00256/FUL and 21/00245/LBC. The development proposed was for the conversion of the former Nat West building to a restaurant, café, hot food takeaway (Class E) including restoration of the banking hall, erection of a single-story extension and external store building and reconfiguration of the fire escape. Change of use for the building was agreed in a previous planning application. The new application provides more detail and includes the new extension, outdoor seating and a revised Corn Exchange fire escape.
- 3.2 The Town Council as the landlord of the Corn Exchange, which is situated next door to the old Nat West building has no record of being consulted upon, so has not had an opportunity to comment on the proposals.
- 3.3 Similarly, The Corn Exchange CIC received no prior notice of the planning content and so were also unable to comment before the period of comment had lapsed.
- 3.4 In addition to non- receipt of consultation, there are a number of further concerns.
- The proposal includes an outdoor seating/ dining/ smoking area to the rear of the property.
 - The proposal includes the reconfiguration of the fire escape which will have repercussions for the Corn Exchange building, particularly when the alterations are taking place. Although the application notes a one metre wide access to allow an adequate fire escape and for the emergency services, it must be kept clear at all times.
 - Ongoing maintenance of the fire escape will need to be discussed.
 - The changes to the rear will impede access for the emergency services, particularly the fire service accessing the Corn Exchange.
 - The Corn Exchange car park may be used only as access for service and emergency vehicles to their yard and no part of the Corn Exchange car park may be blocked by stationary or queueing vehicles.
 - Further information will need to be obtained on deliveries and bin storage.
 - There could be greater strain on the sewer drain if the waste from a commercial kitchen were added.
 - The proposed development may make the replacement of the Corn Exchange roof more difficult and expensive.

- 3.5 As a result, the decision was deferred until further information could be provided. Following the meeting of the Planning Committee, an e-mail exchange took place between the Town Council and the developer.

Planning Committee comments sent to the developer:

There is insufficient information on how deliveries will be managed No details on bin storage Concerns that the changes to the rear will impede access for emergency services, particularly the fire service accessing the adjacent Corn Exchange. Confirmation needed that rainwater and waste drainage provision is adequate and accepted by the utility companies The proposed outdoor seating area should be subject to time and noise limits.to protect adjacent residents. It is noted that owners of adjacent properties did not receive notice of this application

An initial response received from Partners in Planning and Architecture was:

I note the site already has permission to change the use of the building from bank to restaurant. However, I will take a look at the queries and get back to you next week.

- 3.6 A full response, attached as an appendix was subsequently received. The response was considered at the Planning meeting on 15 April, approval was recommended and a separate letter sent to Huntingdonshire District Council.

4. Proposal

- 4.1 It is proposed that members consider the above, together with any other factors that might affect the Corn Exchange and agree a course of action, going forward. This could be in the form of a working party reporting back to the Property Committee and discussions with the developers and the Corn Exchange CIC regarding the impact and possible mitigation measures.

5. Financial Implications

- 5.1 There are no financial implications in considering a way forward, but actions taken may have financial implications, undetermined at present. This could include the costs of taking legal advice.

6. Policy Implications

- 6.1 There are no current policy implications

7. Health and Safety Implications

- 7.1 There could be substantial H&S implications for the Corn Exchange over which it may have little or no control. If any works were to take place at the Corn Exchange, by contractors appointed by the Town Council, appropriate risk assessments, method statements and evidence of sufficient insurance would be required. The contractor would also need to confirm they can meet the requirements of CDM and have a Health and Safety policy in place that complies with legislative requirements. However, the Town Council would have no jurisdiction over contractors engaged by the owner of the neighbouring building.

8. Reporting Officer – Christine Allison, Amenities Manager

Applications 21/00244/FUL and 21/00245/LBC – 2 The Pavement

Comments from agents following the Committee's deferral of the above applications.

I understand St Ives Town Council TC (who are copied into the email) have recommended that the above applications for the Natwest Bank, 2 The Pavement, St Ives are deferred until further information is submitted in regard to the comments set out below.

In respect of the concerns raised, please see the responses in red that fully address all the queries:

There is insufficient information on how deliveries will be managed -

The deliveries will be operated from 17:00hrs – 22:00hrs only one small van will be used to deliver the pizza's. The van will be parked at the rear of premises and will not interfere with users of the adjacent facilities.

The restaurant itself will be subject to the normal public house closing times, which is reasonable given the location of the site.

No details on bin storage –

Bin/waste - The bin storage is indicated on the block plan and is shown to be in the parking area. A private local recycling company will deal with waste collection, as the company have operated for many years in their premises Bridge Street, St Ives. As indicated on the block plan the bins will not obstruct any right of way or access/egress from the building.

Concerns that the changes to the rear will impede access for emergency services, particularly the fire service accessing the adjacent Corn Exchange -

There is a legal require for all accesses both pedestrian and vehicular to remain clear of obstruction and there will no obstruction for fire services, as indicated on block plan - 20-60/104 a new right of way/fire escape is provided for the first and second floor flats and for the first floor corn exchange. The current access for emergency vehicles remains unchanged. All building regs requirements will be satisfied when the planning is obtained.

Confirmation needed that rainwater and waste drainage provision is adequate and accepted by the utility companies

The drainage servicing the building that we own, remains mostly unchanged and I believe does not converge with that of the corn exchange before entering the combined main sewer in East Street.

The proposed outdoor seating area should be subject to time and noise limits.to protect adjacent residents –

If the LPA consider it necessary a restrictive condition could be imposed to ensure the seating/dining area is closed to customers after a certain time – 22:00hrs. However, given the town centre location of the site any chosed times restricted by the LPA would need to be responsible to fulfil the PPG in

regard the tests that should be applied in the imposition of conditions in the determination of a planning application.

Whilst the TC have been copied into the email, can I please request that St Ives Town Council are re-consulted and this email is published as further information on the councils website to ensure the files at the LPA are fully accurate and updated when the application is determined.

Also to confirm the conditions recommended by the conservation team are accepted.

Kind regards,

Linda Walker
BA (Hons) PgDip
Principal Planner
Partners in Planning and Architecture Ltd

AGENDA ITEM PR45.00

Agenda	Action point number	Action point narrative	Timescale	Resolved-Present	Current state	
Climate Change Agenda: To exceed the Government target of becoming carbon neutral by 2050 and work towards meeting the recommendation of the Committee on Climate Change to be carbon neutral by 2030	9	Investigate energy saving measures in council owned and operated buildings			Jan 2020 Energy saving measured to be investigated by replacing TH lighting with LED lights. Will achieve 2/3rds less carbon useage than standard fluorescent lights - see below for progress. Jan 2020: Secondary glazing to TH. Quotes requested by 2/3/20. Contract awarded to Cambridge glass and glazing. Aug/Sep 2020: Fitting of secondary glazing to TH took place. Action complete. 11/1/21 Infra-red heating survey undertaken by Energy-Evolution at the Town Hall, Norris Museum, Corn Exchange and Burleigh Hill Community Centre.	partially complete
	10	Switch to renewable energy supplier for all energy supply			Not started	to commence
	22	Investigate LED/Low energy bulbs for street lights and all council buildings		22/1/20 Property Committee: Appointed St Ives Electrical to undertake replacement of LED lighting. To consider grants. 25/11 Amenities Committee agreed to vire funds from the Farmers Market surplus income to enable replacement of street lights to LED.	22/1/20 Committee report to Property Committee re Town Hall LED light replacement quotes. 8 companies approached. 3 tenders received. Contract awarded to St Ives Electrical at a cost of £9,250. 3/2/20 No grants available. Looking at interest free loan option from SALIX. Sept 2020, Interest free loan for Town Hall LED lighting replacement project applied for and granted by Salix Finance with repayments over 5 years. LED lighting to be supplied by NET LED - specifications approved by Salix. Lights ordered by St Ives Electrical . Fitting expected within next 4-6 weeks. 16-23/11 Fitting took place. Action complete. 25/11/20 street lamps to be replaced with LED lighting 12/4/21 approximately half completed	partially complete