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SALTASH TOWN COUNCIL

Minutes of the Meeting of the Devolution Sub Committee held at the Guildhall on Thursday 30th January 2025 at 6.30 pm

PRESENT: Councillors: R Bickford, R Bullock (Chairman), S Gillies (Vice-Chairman), S Martin, L Mortimore, J Peggs, B Samuels and P Samuels.

ALSO PRESENT: S Burrows (Town Clerk / RFO) and D Joyce (Office Manager / Assistant to the Town Clerk).

APOLOGIES: None.

1/24/25 TO ELECT A CHAIRMAN.

It was proposed by Councillor Bullock, seconded by Councillor B Samuels to nominate Councillor Bullock.

It was proposed by Councillor Mortimore, seconded by Gillies to nominate Councillor Bickford.

There were no other nominations.

Following a vote it was **RESOLVED** to elect Councillor Bullock as Chairman.

Councillor Bullock in the Chair.

2/24/25 TO ELECT A VICE CHAIRMAN.

It was proposed by Councillor Gillies, seconded by Councillor B Samuels to nominate Councillor Gillies.

There were no other nominations.

Following a vote it was **RESOLVED** to elect Councillor Gillies as Vice Chairman.

3/24/25 HEALTH AND SAFETY ANNOUNCEMENTS.

The Chairman informed those present of the actions required in the event of a fire or emergency.

Due to the length of time since the Sub Committee previously met, the Town Clerk reminded Members of the Terms of Reference set by the Sub Committee prior to getting into the business to be discussed at this evening's meeting.

1. To investigate and potentially progress devolution of assets from Cornwall Council to Saltash Town Council working with the Community Link Officer.
2. To explore funding options for remedial works from Cornwall Council upon the transfer of assets.

4/24/25 DECLARATIONS OF INTEREST:

- a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.

None.

- b. The Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.

None.

5/24/25 QUESTIONS - A 15-MINUTE PERIOD WHEN MEMBERS OF THE PUBLIC MAY ASK QUESTIONS OF MEMBERS OF THE COUNCIL.

None received.

6/24/25 TO RECEIVE AND APPROVE THE MINUTES OF THE DEVOLUTION SUB COMMITTEE HELD ON 11 MAY 2023 AS A TRUE AND CORRECT RECORD.

Please see a copy of the minutes on the STC website or request to see a copy at the Guildhall.

It was proposed by Councillor Bullock, seconded by Councillor Martin and **RESOLVED** that the minutes of the Devolution Sub Committee held on 11 May 2023 were confirmed as a true and correct record.

7/24/25 TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE RECEIVED.

Nothing to report.

8/24/25 TO RECEIVE A RECOMMENDATION FROM THE TOWN VISION SUB COMMITTEE AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Members received the request from the Town Vision Sub Committee to consider the six Town Council Strategic Priorities under the Devolution Sub Committee's Terms of Reference.

Draft 'Aims and Actions' were included in the reports pack for Members consideration.

Members discussed the proposals and their relevance to the work of the Sub Committee.

It was proposed by Councillor Bullock, seconded by Councillor Martin and **RESOLVED:**

1. To note the Town Vision Sub Committee recommendation;
2. To approve the Devolution Sub Committee's Strategic Priorities and score for Q3;
3. To delegate to the Town Clerk to continue to progress the strategic priorities reporting back at the next meeting.

The Chairman confirmed that Agenda Item 15 – To receive the draft Lease for Victoria Gardens and Maurice Huggins Room and consider any actions and associated expenditure is to be taken as the next item of business.

9/24/25

TO RECEIVE THE DRAFT LEASE FOR VICTORIA GARDENS AND MAURICE HUGGINS ROOM AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

The Town Clerk directed Members attention to the documents included in the circulated reports pack, including the draft Lease from Cornwall Council, the Lease report from the Town Council's solicitor and relevant title searches.

The Town Clerk, as the Proper Officer to the Town Council, spoke of the importance to provide professional feedback on the draft Lease, highlighting key areas of concern for Members' consideration.

Omission of agreed funding:

No mention of the previously agreed £5,000 contribution towards the railing works. Instead, the draft Lease states that Saltash Town Council is responsible for repairing and repainting the exterior railings at its own cost, which has been estimated to exceed £125,000, with completion required within three months of signing the lease.

Lack of break clause:

The Lease does not include a break clause, meaning there is no option for early termination within the proposed five-year term.

No reference to Freehold transfer:

The Lease makes no reference of a freehold transfer following the five-year period. This was a key aspiration of the Town Council when entering discussions regarding the devolution of Victoria Gardens and the Maurice Huggins Room.

Risk to Town Council:

Potential financial risk to the Town Council, there is no obligation for Cornwall Council to offer a Freehold after five years. It could result in significant Town Council investment over the Lease period, only for the site to revert back to Cornwall Council without compensation.

Restrictions on permitted use:

The Lease stipulates that the site can only be used as 'public open space' by community groups. Additionally, the Town Council would be required to take out building insurance in joint names.

Restrictions on permitted use:

The Lease instructs the Town Council to redecorate both the interior and exterior at least once every five years, as well as within the final six months of the Lease term. This places strict conditions on how the Town Council manages the refurb of the site, despite bearing full financial responsibility.

Maintenance and decoration obligations:

No alterations may be made beyond those necessary to maintain the space as a public open area. Any proposed changes would require an application for approval, with no guarantee of consent.

No compensation for improvements:

The Lease specifies that no compensation will be provided for any works or improvements carried out by the Town Council. A Town Council survey has been conducted and included in the reports pack, however, if further surveys identified additional issues these costs would fall entirely on the Town Council.

The Town Clerk advised that taking on the site would increase the Town Council's precept. While efforts would be made to secure external funding, such funding is not guaranteed, and many projects may not meet identified funding criteria.

The Town Clerk raised concerns that if the Town Council chose not to proceed with the draft Lease with Cornwall Council, it could potentially strain future partnership relations.

There was unanimous disappointment among Members regarding the unfavourable terms highlighted by the Town Clerk and outlined in the Lease, with Members considering it a poor deal for the Town Council and the community.

It was proposed by Councillor Bullock, seconded by Councillor Bickford and resolved to **RECOMMEND** to Full Council to be held on 6 February 2025 to refuse the Lease based on and detailed above:

1. Omission of agreed funding;
2. Lack of break clause;
3. No reference to Freehold transfer;
4. Risk to Town Council;
5. Restrictions on permitted use;
6. Maintenance and decoration obligations;
7. Restrictions on alterations;
8. No compensation for improvements.

**10/24/25 TO REVIEW THE TOWN COUNCIL DEVOLUTION PROGRAMME
AND CONSIDER ANY ACTIONS AND ASSOCIATED
EXPENDITURE.**

Members received and reviewed the Town Council Devolution Programme contained within the circulated reports pack.

Members discussed possible areas for devolution and the current priority list and agreed the devolution of Longstone Park was extremely ambitious for the Town Council due to large associated costs and resources should the park fall within the Town Council responsibilities.

It was proposed by Councillor Martin, seconded by Councillor P Samuels and **RESOLVED** to note the Devolution Programme and make the following amendments;

1. To remove Longstone Park from the priority list due to the above reason;
2. To reorder the priority list to look like (as attached)
 - Alexandra Square public conveniences
 - Memorial Peace Garden
 - Waterside - Pontoon
3. To consider Alexandra Square Toilets under Agenda Item 11.

11/24/25 TO RECEIVE HEAD OF TERMS FOR ALEXANDRA SQUARE TOILET AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Members received the Heads of Terms contained within the circulated reports pack and queried the retaining boundary wall.

Members discussed a previous request of the Sub Committee, for the Memorial Peace Garden to form part of the Lease and agreed the current licence to occupy the gardens was sufficient at this time.

It was proposed by Councillor Bullock, seconded by Councillor Mortimore and **RESOLVED:**

1. To **RECOMMEND** to Full Council to be held on 6 February 2025 to approve Cornwall Council's Heads of Terms for a 99-year Lease for Alexandra Square Toilets, as attached, subject to clarification on the retaining boundary wall;
2. To delegate to the Town Clerk to work with Cornwall Council to progress the Lease, subject to Full Council's approval;
3. To appoint Coodes Solicitors to act on behalf of the Town Council to review the draft Lease and obtain searches, as necessary;
4. To **RECOMMEND** to the Policy and Finance Committee to allocate Coodes Solicitors associated costs to budget code 6224 Professional Fees;
5. Delegate to the Town Clerk to work within budget 6224 Professional Fees, subject to Policy and Finance's approval;
6. To note a Licence to Occupy the Memorial Peace Garden is sufficient at this stage.

12/24/25 TO RECEIVE A SERVICE DELIVERY REPORT ON VICTORIA GARDENS AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Members agreed this item was no longer required due to the resolution of minute number 27/24/25.

13/24/25 TO RECEIVE A RECOMMENDATION FROM THE SERVICES COMMITTEE AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Members agreed this item was no longer required due to the resolution of minute number 27/24/25.

14/24/25 TO RECEIVE THE TOWN COUNCIL LONG-TERM VISION DOCUMENT FOR VICTORIA GARDENS AND MAURICE HUGGINS ROOM AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Members agreed this item was no longer required due to the resolution of minute number 27/24/25.

15/24/25 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.

16/24/25 TO CONSIDER ANY ITEMS REFERRED FROM THE MAIN PART OF THE AGENDA.

None.

17/24/25 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

To resolve that the public and press be re-admitted to the meeting.

18/24/25 TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.

None.

DATE OF NEXT MEETING

To be confirmed.

Rising at: 7.31 pm

Signed: _____
Chairman

Dated: _____



CORNWALL COUNCIL STANDARD HEADS OF TERMS

SUBJECT TO CONTRACT

2nd July 2024

Our Ref: 12152

PROPERTY:	Public Conveniences at Alexandra Square, Saltash, PL12 4AN as indicated edged red on the attached plan and for the avoidance of doubt the demise will include the retaining boundary walls.
INTENTION:	New lease to be drafted by Cornwall Council Legal Services.
LANDLORD'S CONSENT	Please note that where Landlord's Consent is required under the terms of your lease this is IN ADDITION to other consents such as licencing and planning consent which may also be needed, albeit that these other consents may also be required from Cornwall Council as the local authority. Cornwall Council has various statutory functions; for example, the Council's role as planning authority is entirely distinct from in its capacity as a landowner.
LANDLORD:	Cornwall Council New County Hall Treyew Road Truro TR1 3AY
LANDLORD'S SOLICITOR:	Legal Services Cornwall Council New County Hall Treyew Road Truro TR1 3AY FAO: TBC



LANDLORD'S SURVEYOR:	<p>Cornwall Council Estates Delivery Chy Trevail Beacon Technology Park Bodmin PL31 2FR FAO: Jo Keene Tel: 07955 434 474 Email: Jo.Keene@cornwall.gov.uk</p>
TENANT:	<p>Saltash Town Council The Guildhall 12 Lower Fore Street Saltash PL12 6JX</p> <p>FAO: Sinead Burrows Tel: 01752 844846 Email: sinead.burrows@saltash.gov.uk</p>
TENANT'S SOLICITOR:	<p>Nicholls and Sainsbury 131 Fore Street Saltash PL12 6AB</p> <p>Tel: 01752 846 116</p>
RENT:	<p>One peppercorn payable annually in advance if demanded.</p> <p>Insurance will be collected with the rent.</p> <p>Cornwall Council Legal Services will collect the rent due on completion of the Lease.</p>
RENT REVIEW:	None
VAT	All figures stated are exclusive of VAT, if applicable.
INSURANCE:	<p>The Tenant will insure the building and provide proof of the policy within 14 days of the completion of the lease and thereafter within 14 days of the request.</p> <p>The Tenant is responsible for their own contents, employer's and public liability insurance (the latter up to a minimum of £5 million, and provide proof of the policy to the council within 14 days of the request).</p>



OTHER CHARGES:	The Tenant is responsible for Business Rates, utilities and any other applicable charges.
TERM COMMENCEMENT DATE:	On completion of the lease.
LEASE TERM:	Ninety-nine years.
BREAK CLAUSE:	None.
USE:	<p>Toilets.</p> <p>The Tenant must seek the Landlord's prior written consent to any proposed change of use.</p>
REPAIR:	<p>The Tenant shall keep the property in good and full repair.</p> <p>The Tenant must keep a maintenance and compliance programme for the upkeep of the Property and a written record of all structural, annual and other inspections undertaken as part of the maintenance and compliance programme and provide a copy of all inspections or reports to the Landlord within five working days of request.</p>
DECORATIONS:	The Tenant is to keep the premises in a clean and tidy condition. External painting every 5 years and internally every 3 years
ALIENATION:	The Tenant shall not assign the whole or any part of the Property and similarly shall not sub-let or share the whole or any part of the Property.
ALTERATIONS:	<p>Internal non-structural alterations or additions are permitted, without the Landlord's prior written consent. External alterations are permitted, subject to seeking the Landlord's prior written consent.</p> <p>At the end of the Term the tenant must remove and reinstate any alterations, advertisements and fixtures and fittings and make good any damage caused if required so to do by the Landlord.</p>



YIELD UP:	<p>At the end of the Term the Tenant will Yield Up the Property in accordance with the repairing, cleaning and decoration obligations of the Lease.</p> <p>The Landlord may remove, store and if not collected within 10 days, may sell or otherwise dispose of any furniture or goods which the Tenant fails to remove from the Property at the end of the tenancy. The Tenant shall be responsible for all reasonable costs which the Landlord may incur. The Landlord shall be entitled to deduct such costs from any monies lawfully due to the Tenant.</p>
SECURITY OF TENURE:	The Lease shall be contracted outside of the security of tenure provisions contained in S.24 to S.28 of the Landlord & Tenant Act 1954.
LEASE PLAN:	<p>Lease Plan attached.</p> <p>The Property demised to the Tenant is shown edged in red on the Lease Plan.</p>
SIGNAGE:	The Tenant will be granted the right to erect and alter the Tenant's signage on the Property, subject to Landlord's consent and subject to obtaining any necessary statutory consents.
OTHER TERMS:	<p>The Landlord reserves its right to ask for sight of any insurance certificates and evidence of adherence to legislation (for example: Fire Risk Assessment) and guidance for any of the Tenant's uses. The Tenant must provide a copy of the requested documentation within 14 days of the request made.</p> <p>The Tenant shall comply with all statutory requirements including planning legislation and Health & Safety requirements.</p>
COSTS:	Each to bear their own costs.
CONDITIONS:	<p>Subject to:</p> <p>1) Landlord's Formal Approval</p>

Alexandra Square Toilets, Saltash

Scale 1:1,000 Paper Size: A4

