

Part 1 Response

Further to your email of the 13th February, I have had the opportunity to meet with colleagues and discuss the Town Council's concerns with regard to the Heads of Terms (dated 19th Oct 2021).

Repairs

For ease of reference I list the items you raised as follows:

1. Displaced tarmac to footpath due to tree roots
2. Corrosion to metal railings and railings requiring repainting
3. Weed growth and defective pointing to majority of wall.
4. Wall out of plumb by 5 degrees (lean toward footpath).
5. Concerns about various trees including the Pine and Monkey Puzzle.

You have said that the Town Council would be happy to accept taking on the low maintenance items within the lease (to include – landscaping, grounds maintenance, emptying bins, all planted areas, low maintenance trees, shrubs and grassed areas), but the implication is that Saltash Town Council (STC) would want the more significant items (1-5 above) to remain with CC.

Ideally CC would want STC to take on all responsibilities associated with the rooms and gardens as set out in the Heads of Terms as otherwise it presents difficulties to CC in apportioning what services are undertaken and when and a reasonable amount of officer time in liaising with STC regarding access for works, etc...

CC do however recognise STC's concerns and I am hoping that we can address these as follows:

1. A report from August 2022 identified the need for some localised repairs to pathways and I am waiting for confirmation as to whether these repairs have been undertaken or are due to be undertaken, together with a plan showing their location. These works were identified as part of general inspections to identify safety defects. Works beyond what would be required from a safety point of view would not be undertaken.
2. Railings – CC would provide a grant to STC in the sum of £5,000 to take account of works and repainting to the railings.

3& 4. Works to the walls. The dwarf walls that enclose Victoria Gardens are extensive although no works have been identified that may be needed in respect of Health and Safety issues, this being the case, no works are planned due to limited budgets.

5. Trees generally. Please find attached the last tree inspection report at Victoria Gardens undertaken in January last year. The report does identify some areas of maintenance required, but not to the Pine or Monkey Puzzle. The report is due to be undertaken again with the next few months, but hopefully satisfies any concerns in relation to the trees on site.

Turning to your other queries:

Rent: one peppercorn applies to the 5 year leasehold we are discussing. It would also apply to a long leasehold devolution of say 99 years. The freehold price would likely be £1.00 subject to internal governance sign off.

Alienation: I think the answer to this depends on what length of lease is being proposed. Within either a five year lease or a 99 year lease, the use of the property by Community Interest Groups is permitted.

Whether STC charge for the use of the property is up to STC. Within a 5 year lease I'm not sure that CC would allow any subletting to say a commercial business. If we did, this may affect the rent that we would expect STC to pay for the property.

If the length of the lease was 99 years we may take a different view about lettings to businesses. If it was agreed, you would need CC's consent to any letting and it may affect the rent that CC would ask STC to pay if a commercial underletting was undertaking.

If the freehold was devolved, generally it would be up to STC as to what they do with the property, although if it is important for the property to be kept for community use, we may impose a covenant on the sale to ensure that is the case which would prevent commercial businesses using the property.

I think we would need to have further discussions internally at this end to answer that question should you require the longer lease or freehold.

Alterations: yes in keeping with maintaining the gardens as a public open space STC would be able to replace existing benches without written permission.

During the course of discussions with colleagues the break option in the Heads of Terms which is currently a 'rolling' mutual break option on 3 months notice was discussed.

Given the grant proposal outlined above, CC would prefer not to have a break option in the 5 year lease.

If you can come back to me on whether STC wish to go forward as outlined, I would be grateful and can amend the Heads of Terms as appropriate to reflect the grant offer.

End of Report
Cornwall Council – Legal Department