



Mr Whitaker reported that the agent for the landowner had made several comments on the report, namely that:

- (i) the floor-relief basin had been designed to redirect water to the brook via the weir (at paragraph 4.1.2);
- (ii) the pasture fields on site were not, nor have been, rented out to accommodate horses (at paragraph, 4.1.4);
- (iii) the collapsed bridge was a culvert which the Council sought to retain to allow access to the woodland (at paragraph 5);
- (iv) no WW2 ammunitions or undetonated bombs were, to the best of his knowledge, present on site nor did any creators or excavations suggest so (at paragraph 6.4);
- (v) the resurfacing of the car park and access track with tarmac and the erection of gates did not feature in any original discussions (at paragraph 6.1).

Mr Whitaker stated that the flood-relief basin and the associated works thereto posed the largest liability to the Council. The remainder of the site was said to be relatively straight-forward to control and maintain. With reference to the breakdown of anticipated costs for both the lease area (at page 24) and whole site (at page 25), he concluded that a large capital sum was nevertheless required in order to bring the land upto a reasonable standard for public admission and that the Council should proceed with the lease area of the land as opposed to the purchase of the whole site.

Councillor B Dave requested clarification as to whether recommendation 2.2 of the report (at page 1) referred to renegotiations in respect of the whole site or lease area.

The Director of Services advised that recommendation 2.2 sought to take account of the significant added costs, as outlined in Mr Whitaker's report, primarily in respect of the whole site whilst keeping the option open to renegotiate with the landowners. She directed Members to first consider whether they wished to either continue with the purchase of the whole site or part-lease of the same.

The Member enquired as to whether any renegotiations, in respect of both the whole site and lease area, sought to maintain the status quo of current discussions with the necessary financial adjustments made or to substitute an entirely new agreement.

The Director of Services stated that any renegotiations would seek the landowners to bring the condition of the land upto a reasonable standard for public admission.

Councillor J W Boyce suggested that Members should not be minded to resolve recommendation 2.1 given the further information now available on the same which has since casted doubt on to the Committee's earlier resolution of the 22 July 2014. He considered recommendation 2.2 to be the more sensible of the two, allowing for a "doughnut" shaped lease area including a commuted sum and stipulations regarding the condition of the site as decided some 10-years previously under the agreement pursuant to the Town and Country Planning Act 1990, section 106 (the "s.106 agreement"). The Member acknowledged the long history and reasons why this item of business could not have been concluded earlier on the part of

the landowner.

Councillor B Dave expressed his discontent as to the longevity of the matter and the tardiness of the approximate 16-year negotiation process. He stated that, on a comparative ward-by-ward basis, the Oadby Woodlands ward required some parkland provision or recreational facilities as was originally intended by the s.106 agreement. The Member suggested that recommendation 2.1 ought to be considered and noted that the added cost-factor involved in purchasing the whole site could be met by the sum received under the s.106 agreement.

Councillor J W Boyce acknowledged that had the works in accordance with the s.106 agreement been undertaken within a reasonable timescale, the lease area would have ideally been realised much earlier. He noted that the report brought before this Committee in July 2014 proposing, in the alternative, the purchase of the whole site did not adequately address the financial and, moreover, risk implications in doing so. He further emphasised that the sums received under one s.106 agreement could not in law be conflated with another obtaining to different development site in the Borough. He stated that original plan should to be implemented and swiftly.

Councillor J W Boyce moved recommendation 2.2 as set out in the report.

The Director of Services advised that under the s.106 agreement it was intended that once the Council had obtained the lease, a Management Maintenance Plan was to be prepared in consultation with the landowners from which any commuted sum was then to be calculated accordingly. It was stated that no sum received has been specified in the unilateral undertaking. She further emphasised that any sum received under any such agreement was highly prescriptive to the area to which it relates and that s.106 funds were not an open-pot to indiscriminately invest in open-areas.

Councillor G S Atwal enquired as to the potential of any farmland income generated from sub-leasing the land.

Mr Whitaker advised that a rate of £60 per acre, per annum (totalling £1,500 per annum) was achievable.

Councillor J Kaufman welcomed the opportunity for a public debate. He sought clarification as to whether the anticipated costs in respect of the whole site and lease area were £16,000 and £13,000, respectively (≠ £3,000). He further enquired as the value of the capital sum in respect of the flood-relief basin and the associated works.

Mr Whitaker answered affirmatively. He estimated the sum to be approximate £20,000.

The Member raised a concern as to the contradictory information he had received upon the subject-matter over the preceding six months. He stated that both recommendations required careful consideration upon their financial feasibility.

Councillor G A Boulter stated that the original plan regarding the "doughnut" lease area did not present any foreseeable problems. The Member raised concerns as to the significant financial and risk implications in inheriting

responsibility the floor-relief basin. He further anecdotally-noted that WW2 ammunitions were present on the land. It was said that the land had not been hitherto adopted owing to failures on the landowners' part to complete the necessary maintenance works in a timely manner. The Member also warned Members to be mindful as to the landowners' possible motives for disposing with the land that may in later years burden this Council.

Councillor G A Boulter seconded recommendation 2.2 as set out in the report.

The Director of Services advised that the commuted sums under recommendations 2.1 and 2.2 effectively amounted to a 10-year vis-a-vis 30-year plus period of ongoing maintenance, respectively: the latter was said to require no input of additional resources from the Council.

With reference to paragraph 6.2 of the report (at page 7), Councillor D A Gamble stated that there was no evidence to suggest that local residents had blocked the outfall weir and that fish had not been present for approximately 10-years. The Member further questioned the necessity for perimeter fencing. He noted that there were also protected-species of water voles on the site. It was said that the weir was approximately 2-foot lower than the bank sited near to row of residential houses. The walkways on site were also said to be in A poor state of repair and required extensive maintenance work.

Mr Whitaker advised that the recommendation to erect perimeter fencing was primarily a health and safety consideration.

**RESOLVED THAT:**

Delegated authority to the Director of Services and Chief Financial Officer (Section 151 Officer), in consultation with the Chair of this Committee, to enter into renegotiations with the landowner's agents be authorised.

<b>Votes For</b>	11
<b>Votes Against</b>	1
<b>Abstentions</b>	0

**THE MEETING CLOSED AT 6.44 PM**



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**CHAIR**  
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**TUESDAY, 29 MARCH 2016**  
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