

CORNHILL COMMUNITY ACTION LTD

Minutes of meeting on Thursday 4th March 2021 at 14.00 via zoom

Present: Directors: William Carrington
Martin Devon
Steve Wright
Members: David Richmond
Anne Legge
Elizabeth Devon

Apologies: Director: Oliver Wright

The meeting was called at short notice to discuss the company's response to Paul Urwin's mail to CPC on 2nd March. In this he listed the proposed Heads of Terms to apply to the transfer of the school site to CPC. These are given below together with company responses:

Heads of Terms

comments by MD as a suggested commentary for CPC - agreed by CPC

Transferor - Northumberland County Council

Transferee - Cornhill Parish Council

Property - the freehold interest in the site of the former Cornhill First School as shown verged red on the attached plan.

Consideration - £10

Use - the transfer will include covenants to restrict the use of the site to play areas available for public use and in respect of the building the restriction will be to community use including small business units which are to be made available to rent. The transfer will include a positive obligation on CPC to ensure that the conversion of the building to community and business use is completed within 12 months of the transfer. It is acknowledged that CPC intends to grant a lease of the school building to Cornhill Community Action Ltd which will then manage the property on behalf of CPC.

The covenants seem provisionally reasonable but the middle section is somewhat ambiguous. If this means 12 months from the completion of the transfer it is not difficult to complete the conversion in that time. But if this means 12 months from signature of the transfer it implies funding and then conversion within 12 months.

Is "conversion" restricted to the internal rearrangements or the whole project? This also needs to be clarified. Internal conversion would better be delayed and adjusted to suit tenants' requirements. Internal work could therefore extend until all the units are tenanted. A best efforts clause would be desirable.

(Please read this together with Funding below as these factors are closely interconnected.)

Clawback - the transfer will include a requirement that if any part of the site is subsequently sold by CPC then 50% of any sale proceeds will be payable to NCC.

Planning - CPC must satisfy itself that planning consent for the proposed uses will be granted. I have approached this through the Planning Portal in the first instance. The process requires an "upfront" payment of £222.50 (after applying PC discount) which, in the circumstances, could potentially be waived. I doubt there will be any opposition to the change of use. on an application by the CPC. An indication of outcome is normally available within 25 working days.

Funding - prior to completion NCC will require confirmation that CPC has secured all the necessary funding to carry out the works to the school building.

That seems unnecessarily onerous as it appears to preclude staged works.

There appear to be three (or four) elements of the work:

(1) reinstatement of services - this is an early stage requirement and since CPC will not accept the transfer without services this will fall to NCC one way or another, so need not be delayed.

(2).external refurbishment – this needs to be done as soon as possible and Cllr Lawrie's contribution will more than cover it.

At this point about two-thirds of expenditure has been covered.

(3) internal works which may be adjusted to tenants' requirements, and for which external funding will be required.

Covenants as above need to accommodate a scheduled procedure of this kind.

(4) a solar PV array of 10kW together with two electric vehicle charging points have been proposed. The latter would best be installed at the same time as the reinstatement of services. Separate grants are thought to be available for these purposes.

Boundaries - where title documents are silent on boundary maintenance responsibility then CPC should assume responsibility on completion of the transfer.

The customary searches will be useful and a "walk-round" will alert CPC to any potential problem areas.

Costs - each party will be responsible for their own costs incurred in completing the transfer.

Secretary of State approval - the completion of the sale is conditional upon NCC receiving approval to the disposal of the site from the Secretary of State for Education.

Understood to be routine but likely to be protracted.

Minutes agreed by email and formally agreed at the meeting on 26th October 2021

