

# NEWS

From Cambridgeshire County Council



11 January 2019

## Follow up questions from John Elworthy about Manor Farm.

1. Why when we made formal objections as a highway authority to the application for changes at Manor Farm (S/2877/18) on August 14 2018, did we then make no objections on the resubmitted application on December 18 2018 (S/4369/18). No changes were made to the application in between.

The Highway objections were around issues to do with car parking and access at and to the site.

The following three clarifications had been produced as part of the application

- *Dwg 21807\_06 (location plan) shows the connection between the access track and Manor Farm Road. Dwg 21807\_03 (Proposed site plan) shows the connection between the access track and the driveway into the site to reach the carpark.*
- *A transport assessment*
- *Dwg 21807\_03 clearly defines a car parking layout*

Although they had been supplied by the applicants Chartered Architectural Technologist, they had not been loaded onto the SCDC website in August 2018. The lack of them led to the Highways objection on August 14<sup>th</sup>

This was queried in an email\* between the architect and the council in September, and the correct documents were loaded in time for the resubmission, at which point (December 2018) the planning concerns had been satisfied and no objections were raised by County Highways.

\*This dated email is available on request.

2. Are there any minutes of a 'strategic review' meeting to discuss the farms estate – which was attended by Lucy Nethsingha and Roger Hickford, where RH suggested selling off the estate to its tenants. Who else was there, did Roger confirm that he was a tenant at this time

The attendees included Cllrs Schumann, Hay, Nethsinga, Rogers and Gallagher as well as Cllr Hickford, 2 Partners from Strutt & Parker and Officers from the

Council's Transformation and Strategy & Estates teams and the Deputy Chief Executive.

This was a workshop looking at the estate and framing how best to move forward as part of the OFR in order to discuss whether the running of the estate could be made more effective or efficient

One discussion point during the meeting was whether more revenue could be raised by selling the estate to tenants or others rather than the county council continuing to run it. This was as part of a more general conversation about sales and both Cllr Hickford and Cllr Nethsingha took part in this discussion.

There were no minutes as this was not a formal meeting, but the output sheet condensing the workshop's thoughts is attached [here](#). Officers are not aware whether Cllr Hickford said that during the course of the workshop that he was a tenant, but this would have been covered by his entry in Member's Interests anyway.

The final recommendations of the Outcome Focus Review did not include plans to sell off the estate to its tenants or anyone else.

3. Is Roger currently paying full rent for the property? If not is this our usual approach.

No. Currently this tenancy is subject to a rent abatement. The abatement (this is not a rebate) is normal where a part of the holding cannot be used from the outset. It might be made when a farm building or farm house isn't available when the tenancy starts, such as in this case where the proposed business is dependent on changes to the site which have not yet been made.

4. Can we clarify the value of the investment and what additional sums Roger will be paying because of it, and that this will be 7% of the capital sum on top of the agreed rent.

The precise figure will be dependent on the tendered final cost of the Council's investment, but Cllr Hickford will pay an increased rent that equates to 7% of the final bill will be on top of the full rent.

5. What was the length of the tenancy when Roger applied, what is the length of the tenancy now?

The tenancy was for 5 years, and remains the case at present. It was agreed by C&I that a new lease will only be offered if the work is to proceed and would be for a further 14 years.

Extract from Commercial and Investment meeting on December 14, Finance and Performance Report, appendix A, (P129)

### 3.5 Funding

Commercial and Investment Committee is asked to recommend to GPC the approval of £183k of additional capital funding in 2018/19 for

the Manor Farm, Girton House Extension project. This project is to extend the house at Manor Farm, and the tenant has agreed to pay an annual 7% improvement charge on the total cost. This project will be funded from prudential borrowing. The business tenancy is currently for 5 years running from 2017. It is proposed to extend the tenancy for an additional 14 years from the date the work is completed to ensure a sufficient period to payback the initial investment. This would be an exception to the Council's policy which links tenancy length to the retirement age although there have been a number of limited variations. The policy will be reviewed by Members in the forthcoming strategy review.

Extending the tenancy so early is unusual but estate management decisions are made on a case by case basis. Usually extensions are requested in year 4-5 perhaps if the tenant is considering a big investment. In this case it was considered as a way to link the additional rent received to the overall cost of the building.

We would not offer an extension to anyone who does not have a suitable business plan.

6. Do most tenancies have a 'break clause' after 12 months if planning permission hasn't been granted? Has this been removed in this case?

The Council does not use such clauses in its tenancies (*checking this with Farm Estates Team*). Detail from Roger's tenancy agreement below.

The council used this clause on advice from LGSS Law to give both parties some freedom should the planning consent not be granted. The clause is most likely used in diversified holdings where the use is a business that is going to be started up to allow both Tenant and Landlord flexibility if things don't work out as planned. It is not included in FBT's as Tenants there want longer tenancies to enable them to invest more into their land and buildings.

#### **10. MUTUAL BREAK CLAUSE**

- 10.1 Until such time as the Planning Permission has been granted either the Landlord or the Tenant may terminate this Agreement by serving written notice on the other (a Break Notice) specifying a termination date which is not less than three months after service of the Break Notice (the Break Date)
- 10.2 Following service of a Break Notice this Agreement shall terminate on the Break Date
- 10.3 Termination of this Agreement on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Agreement
- 10.4 If the break right pursuant to this clause is exercised by either party then the Landlord shall repay to the Tenant the cost of any works carried out to the Landlord's Building that have already been completed and paid for by the Tenant by the Break Date (after receiving evidence of such expenditure)

7. On May 18 2017 Cllr Hickford declared tenancy of Manor Farm on his register of Pecuniary interests, what was the date on which he was told he had been awarded it?

It was awarded on April 7<sup>th</sup>, and he would have been told verbally some time w/b April 9<sup>th</sup>. He did not become the tenant until December 2017.

8. On 23<sup>rd</sup> of May Cllr Hickford is listed as a substitute Member of C&I but CCC has said he wasn't a Member of the committee in its answers

This is an error on the earlier answer\*. Cllr Hickford was not a 'substantive' member of C&I e.g a regular member, but was on the list of substitute members for this committee which means he attends if a 'substantive' member can't. He did attend the committee as a substitute Member on May 23. There were no matters on this agenda in respect of the Farms Estate.

If any councillor attends any council meeting as either a substantive or substitute Member where an item is discussed which could directly benefit them, they must leave the room and take no part in the discussion or decision. This is what Cllr Hickford did properly at GPC on December 18<sup>th</sup>.

*\*This error was entirely mine, as Democratic Services had highlighted that Cllr Hickford was not a 'substantive' member and I removed the word substantive as I thought it would be confusing.*