



LEAD MEMBER FOR RESOURCES AND CLIMATE CHANGE

DECISIONS to be made by the Lead Member for Resources and Climate Change,
Councillor Nick Bennett

TUESDAY, 14 DECEMBER 2021 AT 2.00 PM

++ THE MEETING WILL TAKE PLACE ON TEAMS ++

AGENDA

1. Decisions made by the Lead Cabinet Member on 16 November 2021 (*Pages 3 - 6*)
2. Disclosure of Interests
Disclosure by all Members present of personal interests in matters on the agenda, the nature of any interest and whether the Members regard the interest as prejudicial under the terms of the Code of Conduct
3. Urgent items
Notification of any items which the Lead Member considers urgent and proposes to take at the appropriate part of the agenda.
4. Any urgent non-exempt items previously notified under agenda item 3
5. Former Household Waste Recycling Centre and Station Road, Forest Row (*Pages 7 - 16*)
Report by the Chief Operating Officer
6. Disposal of East Sussex County Council's freehold interest of Open Space Land at Woollard's Field, Brighton (*Pages 17 - 42*)
Report by the Chief Operating Officer
7. New leases of land at Swan Barn Household Waste Recycling Site, Hailsham (*Pages 43 - 48*)
Report by the Chief Operating Officer
8. Orbis Partnership Governance (*Pages 49 - 50*)
Report by the Chief Operating Officer
9. Exclusion of public and press
To consider excluding the public and press from the meeting for the remaining agenda item on the grounds that if the public and press were present there would be disclosure to them of exempt information as specified in paragraph 3 of Part 1 of the Local Government Act 1972 (as amended), namely information relating to the financial or business affairs of any particular person (including the authority holding that information).
10. Former Household Waste Recycling Centre and Station Road, Forest Row - exempt information (*Pages 51 - 132*)
Report by the Chief Operating Officer
11. Any other exempt items previously notified under agenda item 3

PHILIP BAKER
Assistant Chief Executive
County Hall, St Anne's Crescent
LEWES BN7 1UE

6 December 2021

Contact Simon Bailey, Democratic Services Officer,
01273 481935

Email: simon.bailey@eastsussex.gov.uk

NOTE: As part of the County Council's drive to increase accessibility to its public meetings, this meeting will be broadcast live on its website and is accessible at:
www.eastsussex.gov.uk/yourcouncil/webcasts/default.htm

LEAD MEMBER FOR RESOURCES AND CLIMATE CHANGE

DECISIONS made by the Lead Member for Resources and Climate Change, Councillor Nick Bennett, on 16 November 2021 Via MS Teams

41. DECISIONS MADE BY THE LEAD CABINET MEMBER ON 1 OCTOBER 2021

41.1 The Lead Member approved as a correct record the minutes of the meeting held on 1 October 2021.

42. REPORTS

42.1 Reports referred to in the minutes below are contained in the minute book.

43. GRANT OF 30-YEAR LEASES TO RYE PARTNERSHIP FOR TILLING GREEN COMMUNITY CENTRE, 13 MASON ROAD, RYE, EAST SUSSEX TN31 7BE

43.1 The Lead Member considered a report by the Chief Operating Officer. The end date of the current lease was clarified as being 2025.

DECISIONS

43.2 The Lead Member RESOLVED to (1) agree to the grant of two leases and terms in respect to the letting of Tilling Green Community Centre contained in the Exempt report at a later agenda item; and

(2) delegate authority to the Chief Operating Officer to approve the terms of and enter into the lease and take any other actions considered appropriate to give effect to the above recommendation.

Reasons

43.3 The grant of a 30-year lease for the building follows a detailed review undertaken by Property. The three key elements considered are:

- i. The business plan sets out the wider environmental, social, and economic benefits that will be extended at Tilling Green Community Centre.
- ii. The proposed wider range of uses and services at the property matches several of the Council's overarching priorities, as set out in paragraph 2.1 of the report, as well as meeting key priority outcomes in the Council Plan 2021/22.
- iii. The business plan outlines environmental, social, and economic wellbeing outcomes with clear benefits which supports the Council's ability under Local Government Act 1972: General Consent Order 2003 to grant a lease at below market value.

43.4 The proposed lease structure will involve the surrender of the existing lease for all Tilling Green Community Centre including the playing field. There will be two leases. The lease for the building does not have a landlord break clause and the new lease requires capital investment and energy efficiency works to be undertaken by Rye Partnership (RP) within 3 years. The structure of the lease will reinforce RP obligations to maintain and repair the asset at their cost. The lease for the playing field has a landlord only break clause so at a future date the Council could consider options available for this land.

44. EXCLUSION OF PUBLIC AND PRESS

44.1 It was RESOLVED to exclude the public and press for the remaining agenda items on the grounds that if the public and press were present there would be disclosure to them of exempt information as specified in paragraph 3 of Part 1 of the Local Government Act 1972 (as amended), namely information relating to the financial or business affairs of any particular person (including the authority holding that information).

45. GRANT OF 30-YEAR LEASES TO RYE PARTNERSHIP FOR TILLING GREEN COMMUNITY CENTRE, 13 MASON ROAD, RYE, EAST SUSSEX TN31 7BE - EXEMPT INFORMATION

45.1 The Lead Member considered a report which contained exempt information in support of an earlier agenda item.

45.2 The Lead Member RESOLVED to note the information.

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Report to:	Lead Member for Resources and Climate Change
Date of meeting:	14 December 2021
By:	Chief Operating Officer
Title:	Former Household Waste Recycling Centre (HWRC), Station Road, Forest Row.
Purpose:	To declare surplus land at Station Road Forest Row and agree the disposal of the former Forest Row HWRC together with land forming Station Road, Forest Row

RECOMMENDATIONS

The Lead Member for Resources and Climate Change is recommended to:

- 1) **Declare the access road known as Station Road, Forest Row surplus to the Council's requirements.**
- 2) **Agree to the disposal of the access road known as Station Road and the former Forest Row Household Waste Recycling Centre ('the Property') in accordance with s.123 of the Local Government Act 1972.**
- 3) **Delegate authority to the Chief Operating Officer to agree the terms of the disposal of the Property to the preferred purchaser and to take all actions necessary to secure the disposal, at best value in accordance with s123 of the Local Government Act 1972 and the Localism Act 2011; and**
- 4) **Delegate authority to the Chief Operating Officer to offer the sale to the party that has submitted the next highest offer if for any reason the sale to the preferred purchaser stalls or cannot complete.**

1 Background

1.1 Cabinet approved the closure of the Forest Row Household Waste and Recycling Centre ('HWRC') in June 2018. The site was subsequently decommissioned, and the waste permit for the HWRC was surrendered in 2019. The former HWRC was declared surplus to operational requirements by the Lead Member for Resources and Climate Change in October 2020. In addition, authority was given to engage with interested parties to identify a future user/owner for the site. The location of the former HWRC site can be seen at Appendix 1.

1.2 The land known as Station Road, Forest Row, which serves as an access road to the Forest Row HWRC site is not required by East Sussex County Council ('the Council') following closure of the HWRC, but nevertheless has to be maintained by the Council at its own cost. As Station Road is not considered to form part of the adopted highway, it sits outside of the Council's Highway Maintenance Contract and therefore incurs an annual maintenance cost to the Council. The location and extent of the access road known as Station Road is shown in Appendix 2.

1.3 Local authorities are obliged to maintain a list of assets of community value in their area. In East Sussex, the five district and borough councils maintain the lists for their respective areas. An asset of community value ('ACV') is land that has been nominated by a community group or parish council and which the local authority considers has community value on the basis that the primary current or recent use of the land furthers the social well-being or social interests of the local community.

1.4 The former HWRC site was nominated by Forest Row Parish Council ('FRPC') as an asset of community value and is now listed as such by Wealden District Council under reference 19007. The Localism Act 2011 does not place any restriction on what the owner of an ACV can do with the property after it has been listed. However, under s.95 of the Localism Act 2011, a person who

is an owner of land included in the local authority's list of ACVs must comply with a number of conditions before entering into a relevant disposal of the land. The Council therefore cannot enter into a relevant disposal of the Property unless each of the following conditions are met:

- 1.4.1 The Council has notified Wealden District Council in writing of its wish to enter into a relevant disposal of the Property;
- 1.4.2 either:
 - 1.4.2.1 an interim moratorium period of six (6) weeks beginning with the date on which Wealden District Council received notification of the intended disposal has ended without Wealden District Council having received an offer for the Property from any community interest group; or
 - 1.4.2.2 a full moratorium period of six (6) months beginning with the date on which Wealden District Council received notification of the intended disposal has ended; and
- 1.4.3 the relevant disposal takes place within a period of eighteen (18) months from with the date on which Wealden District Council received notification of the intended disposal.

Any purported disposal of the Property without complying with these requirements will be ineffective.

1.5 A notice has been served by the Council to Wealden District Council in accordance with s.95 setting out the intention to dispose of the Property. This was received by Wealden District Council on 17 September 2020. The end date for the interim moratorium was 29 October 2020. The end date of the full moratorium was 17 March 2021. The relevant disposal must therefore take place within the eighteen (18) month period from receipt of the notice, namely by no later than 17 March 2022.

2 Supporting information

2.1 Under s.123 of the Local Government Act 1972, when disposing of land, the Council must ensure that the consideration achieved for the disposal is not less than the best consideration that can reasonably be obtained. The Property was advertised for disposal in August and September 2021, as part of a competitive, transparent, non-discriminatory, and unconditional bidding process designed to establish the best consideration and use of the Property. The Property was marketed by a local estate agent on the open market, with both sites being offered together as a single property.

2.2 The property marketing was well received in the marketplace, with four commercial / business sector offers and a single community offer being submitted. Detailed information on the offers received is contained in the Exempt report later in the agenda.

2.3 Up to the date of publication of this report, ninety (90) postcards have been received by the Leader of the County Council, Councillor Glazier, and fifty-eight (58) by Councillor Bennett as Lead Member for Resources and Climate Change, asking that the Council support a sale to the offer from the community organisation. An example of the postcards can be seen at Appendix 3. The postcards contain a range of comments in support of the sale of the site to the community organisation and full details of all the postcards have been seen by the Lead Member for Resources and Climate Change. A short video has also been made: [Forest Row Recycling Centre campaign video - YouTube](#).

2.4 The Council has reviewed the offers from the prospective purchasers and an analysis has been undertaken to understand the wider economic and community benefits reflecting the Council's Community Asset Transfer policy. In assessing the offers, the Council has taken into account the requirement for it to secure Best Value in accordance with Section 123 of the Local Government

Act 1972. The preferred purchaser has been identified based on an analysis of their proposal against the objective criteria, as outlined in the Exempt report later in the agenda.

2.5 The Lead Member is asked to note the supporting information set out in the Exempt report later in the agenda which supports the recommendations set out in this report.

3. Conclusion and reasons for recommendations

3.1 The former HWRC site has already been declared surplus to requirements. With the closure of the former HWRC site in Forest Row, the Council no longer has an operational need for the access road known as Station Road. The majority of the road is not adopted highway and so including this land in the proposed disposal of the former HWRC site will save the Council the ongoing maintenance liability for the road. The disposal of the Property will provide a capital receipt that will contribute to the Council's capital programme and will reduce revenue liabilities relating to the management and maintenance of these assets.

3.2 The Lead Member is therefore recommended to declare the access road forming Station Road, Forest Row surplus to the Council's requirements and agree the disposal of the freehold of the former HWRC site and land forming Station Road, and to authorise the Chief Operating Officer to agree the terms of the disposal in line with the preferred offer.

3.3 As set out above, the priority period under s.95 of the Localism Act 2011 expires on 17 March 2022. The Lead Member is therefore recommended to authorise the Chief Operating Officer to take all steps necessary to secure the disposal of the Property by 17 March 2022 for the best obtainable consideration in line with s.123 of the Local Government Act 1972, including if necessary, to negotiate with the next placed offer if for any reason the sale to the preferred purchaser stalls or cannot complete.

PHIL HALL

Chief Operating Officer

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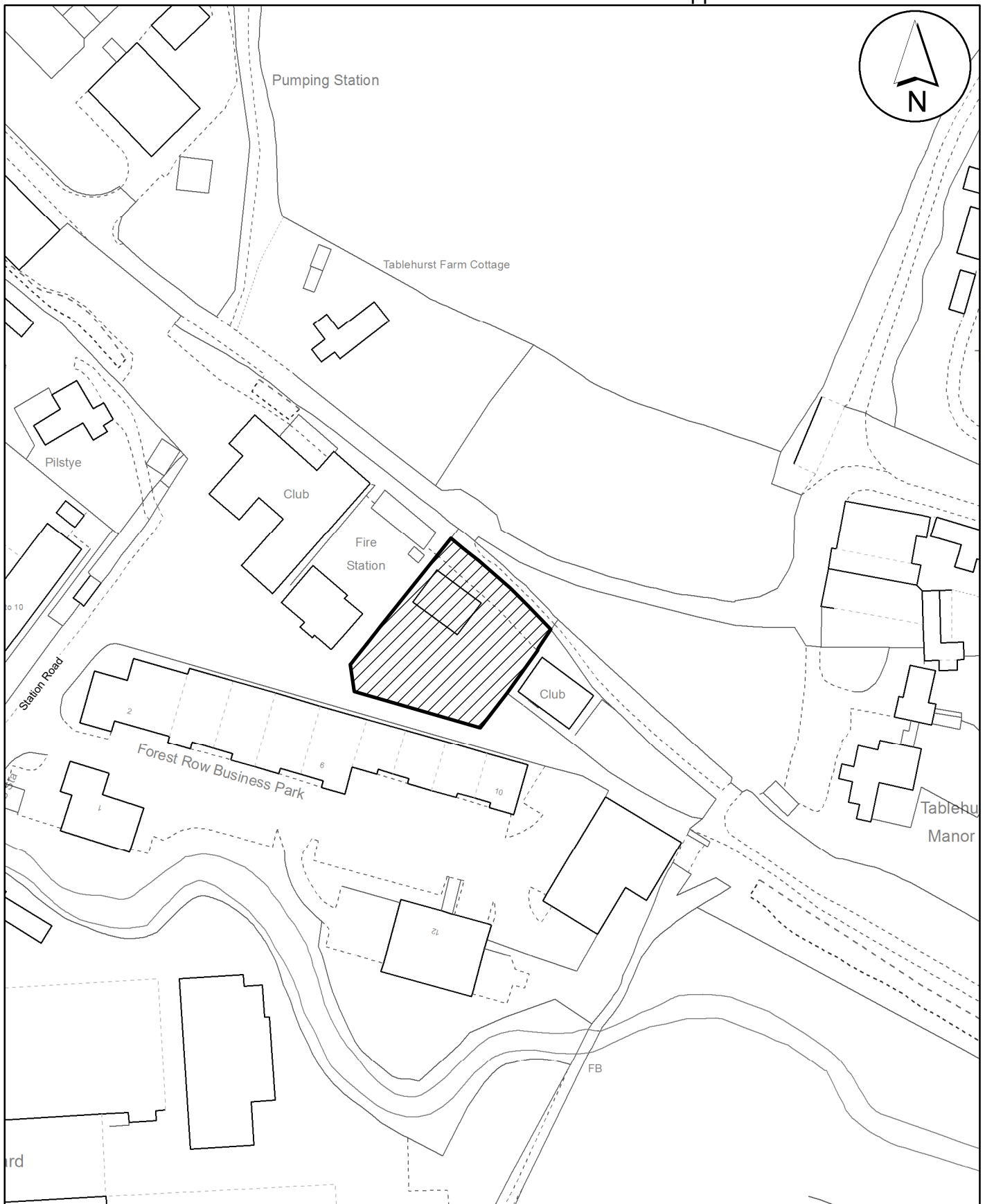
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LOCAL MEMBERS

Councillor Georgia Taylor

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Forest Row HWS

Author: ZT/RP

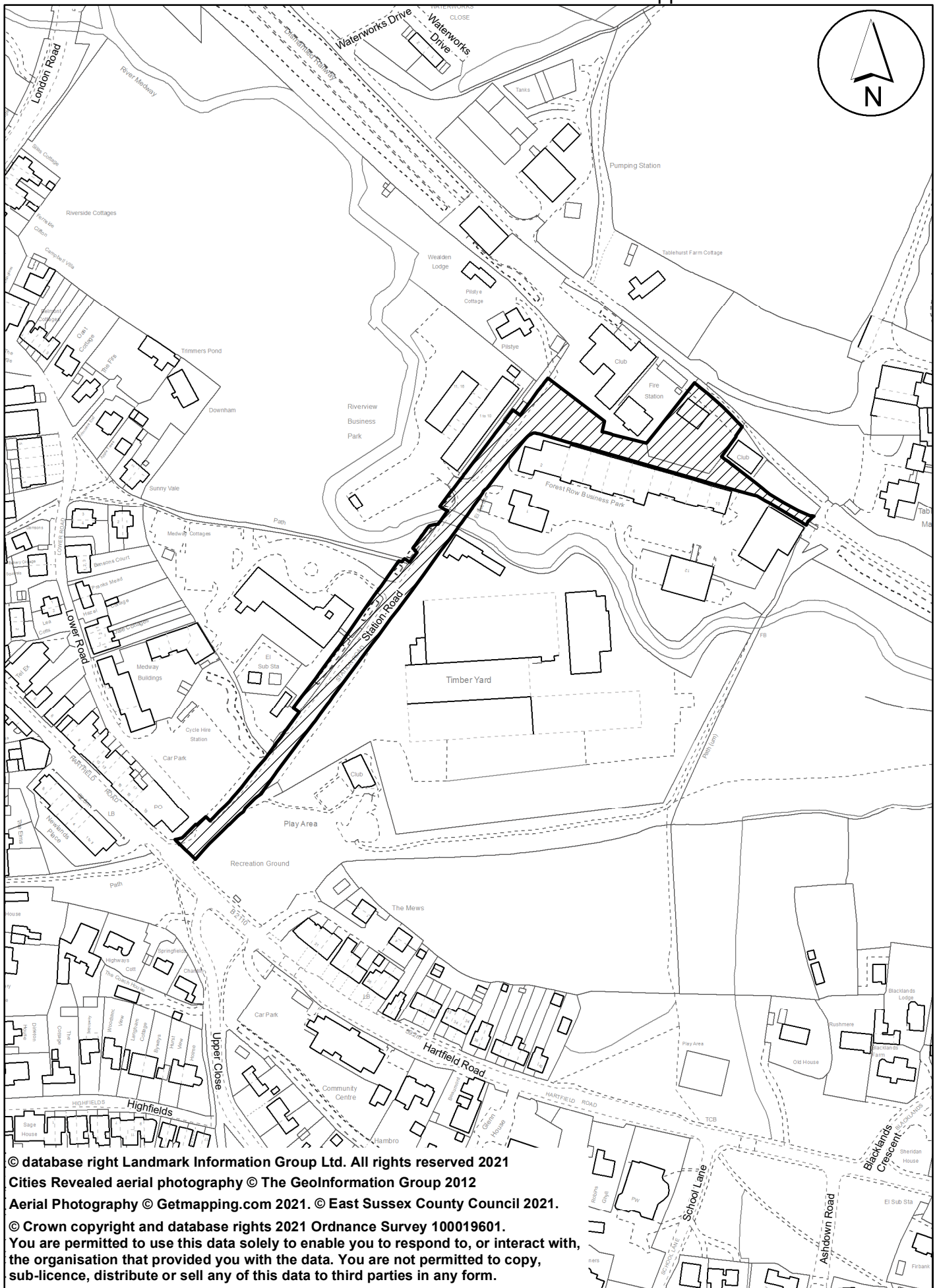
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Date: 15/10/2021



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Forest Row HWS and Station Road

Author: ZT/RP

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Date: 15/10/2021



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Dear Nick Bennett, Deputy Chair ESCC

I am a resident of Forest Row and I strongly support the Parish Council's proposal for a new Recycling Resource Centre for the Station Road HWRC site.

I ask you to take note of my view.

Achieving 'Net Zero' is a key Government objective. Please help us to take local responsibility to re-use our 'waste' resources wisely.

We need your support for the FRowResource initiative to help our community achieve the targets of net zero alongside ESCC.

ESCC can make such a difference locally by ensuring that this site is transferred to the Parish Council as a community asset.



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Report to:	Lead Member for Resources and Climate Change
Date of meeting:	14 December 2021
By:	Chief Operating Officer
Title:	Disposal of East Sussex County Council's freehold interest of Open Space Land at Woollard's Field, Brighton
Purpose:	To agree (i) County Council land at Woollard's Field, Brighton is to be declared surplus to operational use and (ii) to agree to the disposal of the Council's freehold interest for a nil capital receipt

RECOMMENDATIONS

The Lead Member for Resources and Climate Change is recommended to:

- 1) Declare the asset known as Open Space Land at Woollard's Field, Brighton (the Site) surplus to the County Council's requirements;**
- 2) Approve the disposal of the County Council's freehold interest in the Site to achieve best value in accordance with section 123 of the Local Government Act 1972 and the obligations of the section 106 agreement; and**
- 3) Delegate authority to the Chief Operating Officer to determine the detailed terms of the disposal and to ensure the legal documents are in place to transfer the land as outlined in a previously signed 106 agreement.**

1 Background

- 1.1 East Sussex County Council (ESCC) seeks to declare surplus this asset which is no longer required for operational purposes. The plan showing the area is at Appendix 1.
- 1.2 The asset forms part of larger site at Woollard's Field, the majority of which has been used to construct and operate The Keep.

2 Supporting information

- 2.1 ESCC and Brighton and Hove City Council (BHCC) as local planning authority entered into a Section 106 Agreement dated 17 January 2011. This was a requirement for the Council obtaining planning permission for adjoining land. The County Council agreed, as detailed in Schedule 8 of the S106 Agreement, to transfer the Open Space Land for Nil consideration to BHCC (see Appendix 2).
- 2.2 The land now needs to be declared surplus in order for the section 106 agreement obligations to be enacted. The land will be safeguarded for community use as public open space.
- 2.3 The land will be utilised by BHCC as a Community Orchard and as public open space being within the wider site of the "The Keep" archive facility used by the County Council, BHCC, and University of Sussex and has now been operating since 2013.
- 2.4 The County Council has no operational use for the area known as Land at Woollard's Field and BHCC will be responsible for the ongoing upkeep of the community orchard.

3 Conclusion and reasons for recommendations

- 3.1 It is recommended that the Lead Member agree to declare the asset known as Open Space Land at Woollard's Field, Brighton (the Site) surplus to the County Council's requirements.
- 3.2 It is also recommended that the Lead Member approve the disposal of the County Council's freehold interest in the Site to achieve best value in accordance with section 123 of the Local Government Act 1972 and the obligations of the section 106 agreement.
- 3.3 It is further recommended that the Lead Member delegate authority to the Chief Operating Officer to determine the detailed terms of the disposal and to ensure the legal documents are in place to transfer the land as outlined in a previously signed 106 agreement.

PHIL HALL

Chief Operating Officer

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Assistant Director – Property: Nigel Brown

Email: nigel.brown@eastsussex.gov.uk

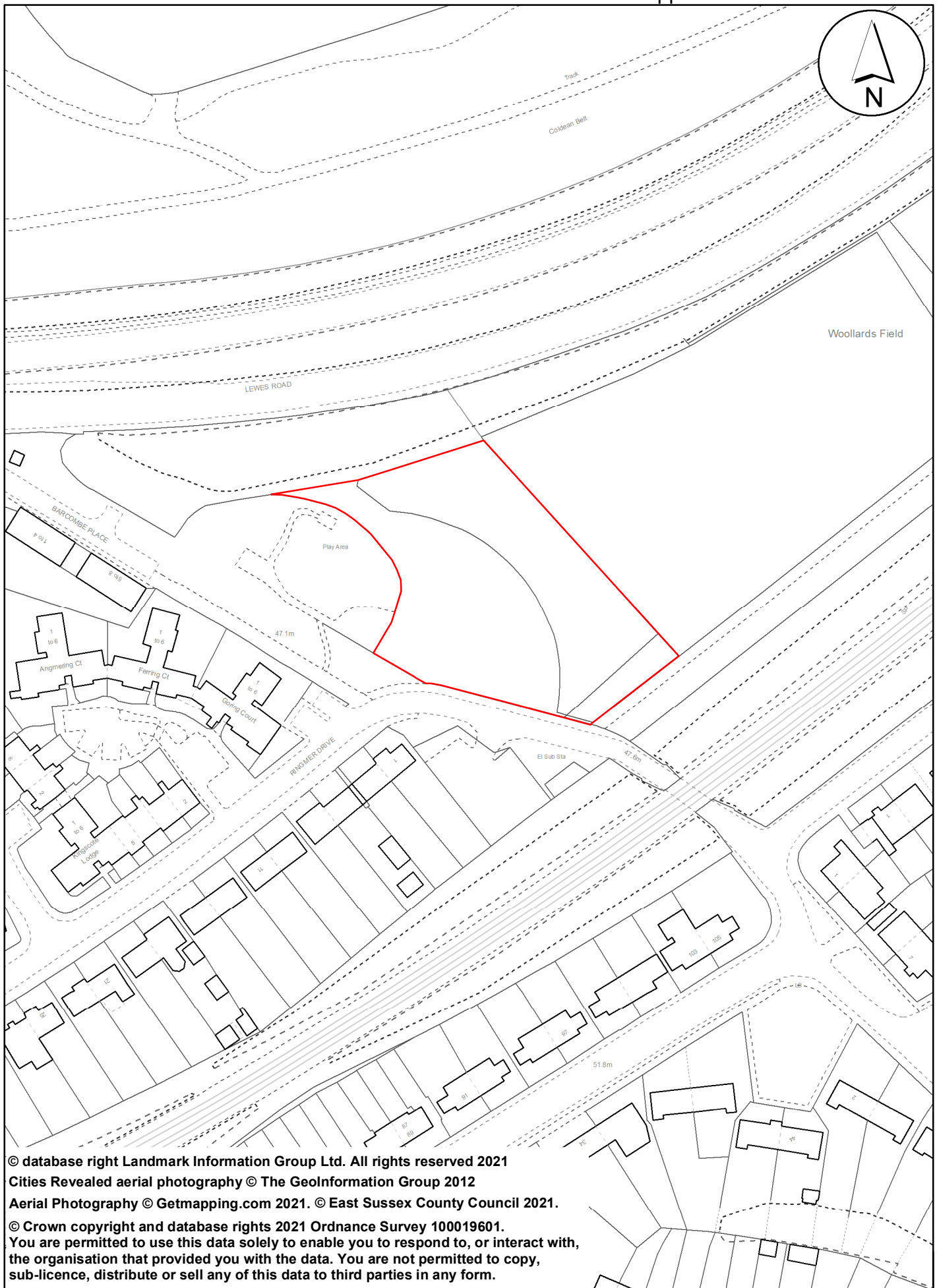
LOCAL MEMBERS

None

Background Documents: none

Appendix 1 – Plan of land

Appendix 2 – copy of S106 agreement



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Woollards Field S106 Transfer

Author: ZT/RP

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Date: 27/10/2021



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DATED 14th January 2011

BRIGHTON & HOVE CITY COUNCIL

and

EAST SUSSEX COUNTY COUNCIL

A G R E E M E N T

under (inter alia) Section 106 of the
Town and Country Planning Act 1990

relating to
land at Woollards Field
Lewes Road Falmer

Brighton & Hove City Council
King's House
Grand Avenue
HOVE
BN3 2SR

THIS AGREEMENT is made the ¹⁴ day of January Two thousand and eleven

BETWEEN:

- (1) **BRIGHTON & HOVE CITY COUNCIL** of King's House Grand Avenue Hove BN3 2SR (hereinafter called "the Council") of the first part
- (2) **EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne's Crescent Lewes East Sussex BN7 1SW (hereinafter called "the Owner") of the second part

RECITALS

W H E R E A S :

- (1) The Owner is the registered proprietor of the freehold interest of the Property (as hereinafter defined) that is registered at the Land Registry under title number ESX318366 free from encumbrances which would inhibit the making or implementation of this obligation
- (2) By the Application (as hereinafter defined) the Owner has applied for planning permission to develop the Property by the Proposed Development (as hereinafter defined)
- (3) For the area within which the Property is situated the Council is for the purposes of Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act") Section 111 of the Local Government Act 1972 ("the 1972 Act") and the Highways Act 1980 ("1980 Act") respectively a local planning authority a local authority and the highway authority
- (4) The parties hereto have agreed to enter into this Agreement pursuant to Section 106 of the 1990 Act Section 111 of the 1972 Act and the 1980 Act and all other powers them enabling for the purposes specified in Clause 2.1
- (5) The Council consider it will be necessary in the interest of the good planning of the area and to secure an acceptable form of the development that there should be contributions towards public open space and sustainable transport in the vicinity of the Proposed Development and that landscaping and employment opportunities should be secured

IT IS HEREBY AGREED as follows:

I. INTERPRETATION

I.1. In this Agreement unless the context otherwise requires:

“Application”

means the application for planning permission received by the Council on the 15th October 2010 and allocated reference number BH2010/03259 for development comprising construction of a 1-3 storey archive centre comprising lecture and educational facilities, reading room, conservation laboratories, archivist study areas, offices, cleaning and repair facilities for archives, repository block and refreshment area. Associated energy centre, car, coach and cycle parking, waste and recycling storage, landscaping including public open space and access

“Commencement of Development” and “Commence Development”

shall refer to the Proposed Development and shall have the same meaning as ascribed to a "material operation" by Section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance demolition work archaeological investigations investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions diversion and laying of services erection of any temporary means of enclosure and the temporary display of site notices or advertisements

“Director”

means the Strategic Director Place for the time being of the Council and shall include any duly authorised agents and representatives or successor

“the Eastbound Bus Stop” and “the Westbound Bus Stop”

means the eastbound and westbound bus stops on the A270 (as appropriate) which are located as shown on SEEDA drawing 00262859/520001 Rev I annexed hereto

REV 1

“Highways Agreement”	means one or more agreements between the Owner the Highways Agency and the Council (in its capacity as highways authority) for the provision by the Owner of the Highway Works under Section 38 Section 25 (Public Path Agreement) and/ or Section 278 of the Highways Act 1980
“Highway Drawings”	means the drawing(s) numbered PL06 Rev E, 3370/103 Rev C annexed hereto
“Local Labour Scheme Co-Coordinator	means the Local Labour Scheme Co-ordinator for the time being of the Council and shall include any successor of his/ hers
“Occupy” “Occupation” or “Occupied”	means occupation of the Proposed Development other than occupation for the purpose of fitting out or site security
“Open Space Land”	means the land shown for identification purposes hatched black on the Plan PL06 Rev F annexed hereto
“Open Space Works”	means works to be carried out as detailed in and in accordance with the Open Space Works Specification
“Open Space Works Specification”	a specification for the carrying out of work to the Open Space Land and the five year maintenance specification to be agreed in writing between the Owner and the Council prior to Commencement of Development and which shall include the removal of any existing buildings and planting of native trees and shrubs
“Open Space Contribution”	means the sum of £13,781 (Thirteen Thousand Seven Hundred and Eighty One Pounds) which sum shall be adjusted in line with the movement in the published Retail Prices Index - X (All Items) from the month in which the date of this Agreement falls to the month in which the date of payment falls
“Part I Highway Works”	means the highway works as set out in paragraphs 4 5 and 6 of Schedule 6 hereto

0m 50m 100m



ATKINS

- KEY:
- PROPOSED DEVELOPMENT SITE BOUNDARY
 - ADJACENT LANDS IN COUNTY COUNCIL OWNERSHIP
 - COMBINED CYCLEWAY & FOOTPATH
 - COMBINED CYCLEWAY & ROADWAY
 - DEDICATED PEDESTRIANS ONLY FOOTPATH
 - WESTBOUND BUS STOP
 - FOOTPATH LINK STEPS & RAMP FROM BUS STOP TO MAIN ENTRANCE PROMENADE

5060820 / A / P / PL06 / E

NOTE:
NEW WOODLAND AREAS A + B EQUAL
AREA OF EXISTING WOODLAND BEING
HALVED ADJACENT TO HIGHWAYS
AGENCY BALANCING POND.

WESTBOUND BUS STOP

FOOTPATH LINK STEPS & RAMP FROM
BUS STOP TO MAIN ENTRANCE
PROMENADE

NEW WOODLAND AREA A.

PART M COMPLIANT RAMP &
PATHWAY UP EMBANKMENT TO JOIN
WITH FOOTPATH EXTENDED FROM NEW
BUS STOP - ENABLES DISTANCE OF 160
METRES FROM THE KEEP MAIN
ENTRANCE TO BUS STOP.

COVERED CYCLE ENCLOSURE
12m LONG X 2.5m WIDE

DISABLED CAR PARKING.

NEW 2.0 METRE WIDE
PEDESTRIAN FOOTPATH.

NEW 6.0 METRE WIDE ROAD.

HIGHWAYS AGENCY
BALANCING POND.

REFER TO ARCHITECTS
DRWG. NO. PL38 FOR ENLARGEMENT

TREES TO BE REMOVED.

ENERGY CENTRE

PAY & DISPLAY MACHINES

STAFF & PUBLIC CAR PARK - 59 CAR PARKING SPACES (INCL 3 AT 0)
- 10 DISABLED CAR PARKING SPACES
- 20 COVERED CYCLE SPACES.
- 2 COVERED MOTOR CYCLE SPACES

MEDIA WALL PROJECTOR (SUBJECT TO FUNDING)

NIGHT TIME LOCKABLE GATES.

DISABLED CAR PARKING.

COACH AND MINI BUS PARKING BAY.

THE KEEP LOADING BAY.

OVERFLOW SECOND COACH AND MINI BUS PARKING BAY.

EXTERNAL RECYCLING
STORE.

2 No NEW EDF HV CABLES LOCATED
250mm OFF EXISTING FW DRAIN
ROUTE OR ON EDGE OF EXISTING
TREE ROOT BALLS.

BRIGHTON TO LEWES RAILWAY

COMBINED 3 METRE WIDE PEDESTRIAN
FOOTPATH AND CYCLEWAY.

BOUNDARY SET 15
METRES FROM FACE
OF THE KEEP.

HIGHWAYS AGENCY
EASEMENT LINE.

NEW WOODLAND AREA B.

PUBLIC OPEN SPACE.

A270 LEWES ROAD

LEWES ROAD

RCOMBE ROAD

ASHURST ROAD

RINGER DRIVE

PROJECT NO. 5060820 / A / P / PL06 / E

DATE OF ISSUE: 08/03/10

DATE OF REVIEW: 08/03/10

DATE OF APPROVAL: 08/03/10

DATE OF CANCELLATION: 08/03/10

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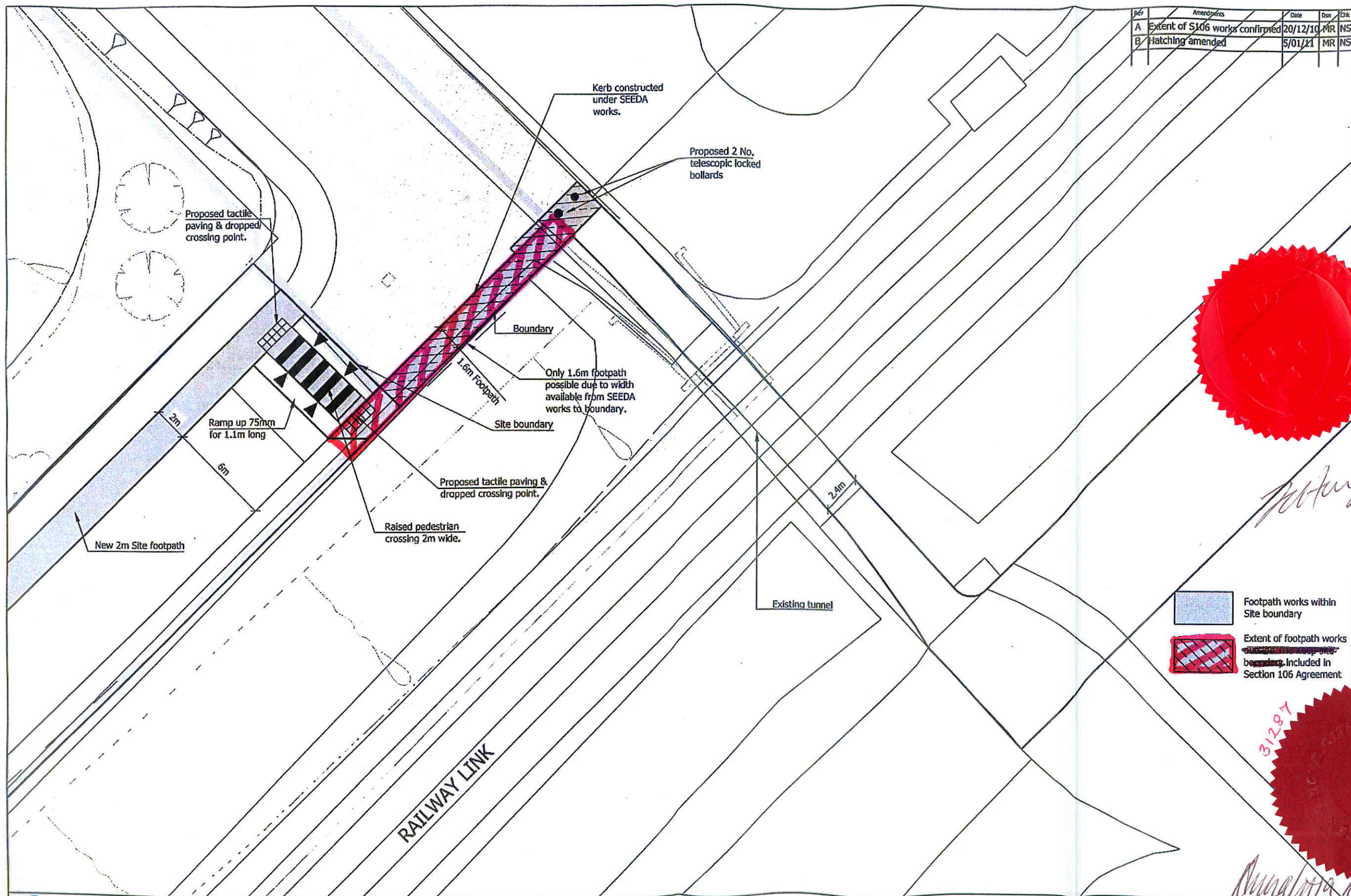
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gta **civils ltd**
CONSULTING ENGINEERS
gloucester house, 66a church walk,
burgess Hill, west sussex, rh15 9as
tel.01444 871444 fax.01444 871401 web: www.gtacivils.co.uk

Client

KIER GROUP

Architect

ATKINS

Project

THE KEEP
BRIGHTON

Title

PROPOSED CYCLEWAY/FOOTWAY
LINK FROM FALMER STATION
TO THE KEEP

Status

REPORT

Date JUNE 2010

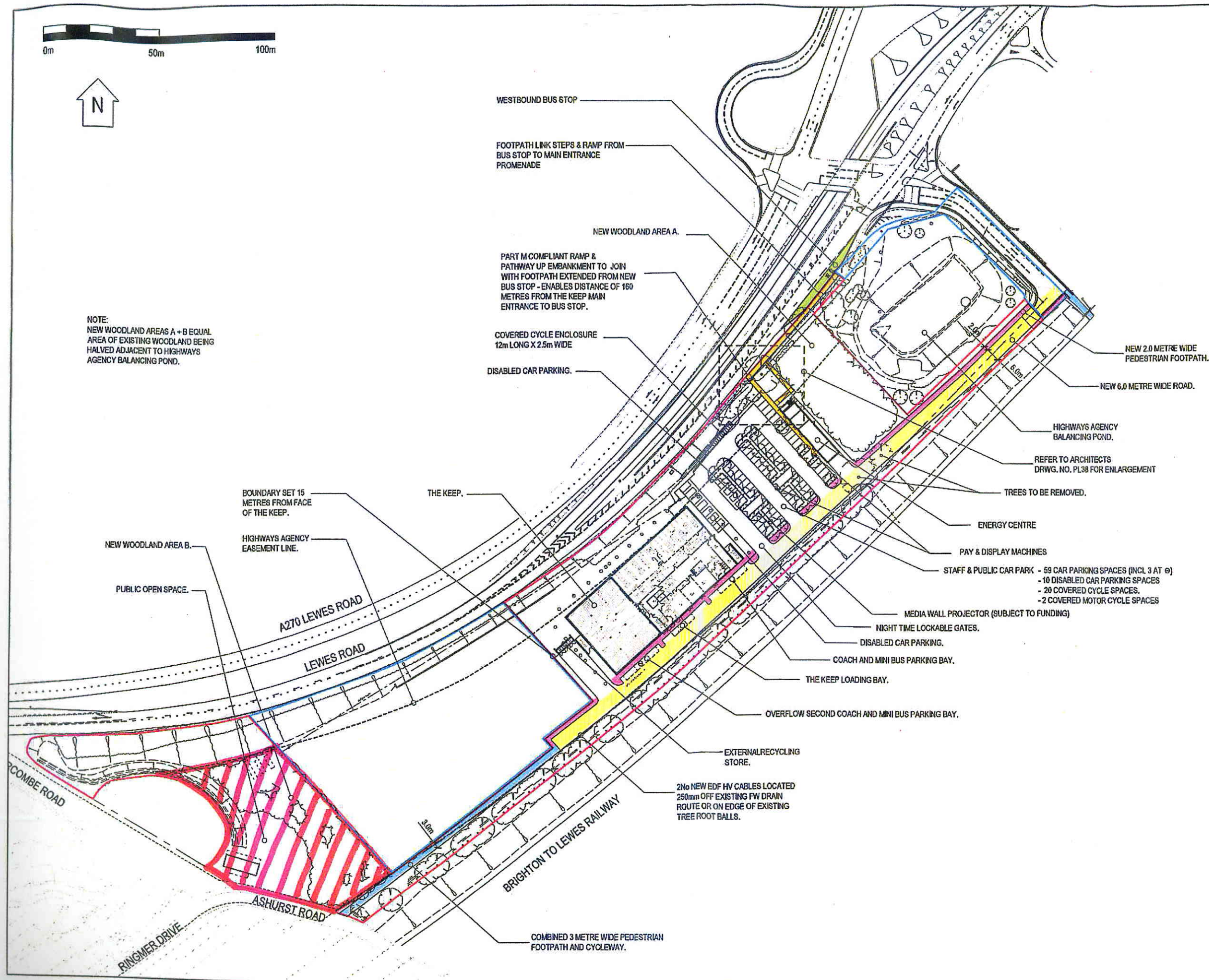
Scale @ A3 1/200

Drawing Number 3370/103

Rev.

Rev. C

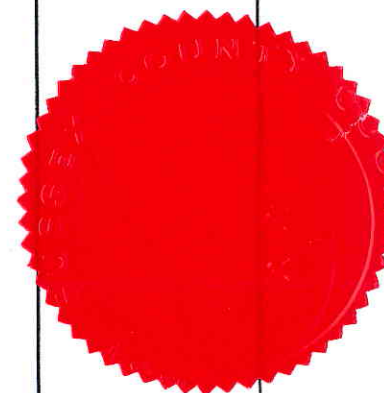
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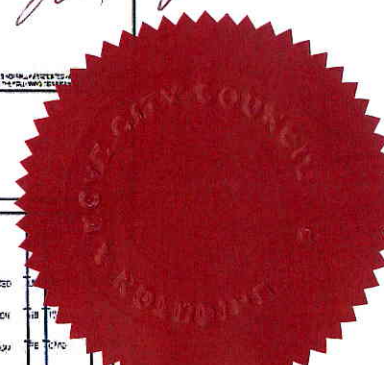
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1	EXISTING DEVELOPMENT SITE
2	EXISTING CAR PARK
3	EXISTING CYCLEWAY
4	EXISTING PEDESTRIAN FOOTPATH
5	EXISTING BALANCING POND
6	EXISTING BALANCING POND
7	EXISTING BALANCING POND
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9	EXISTING BALANCING POND
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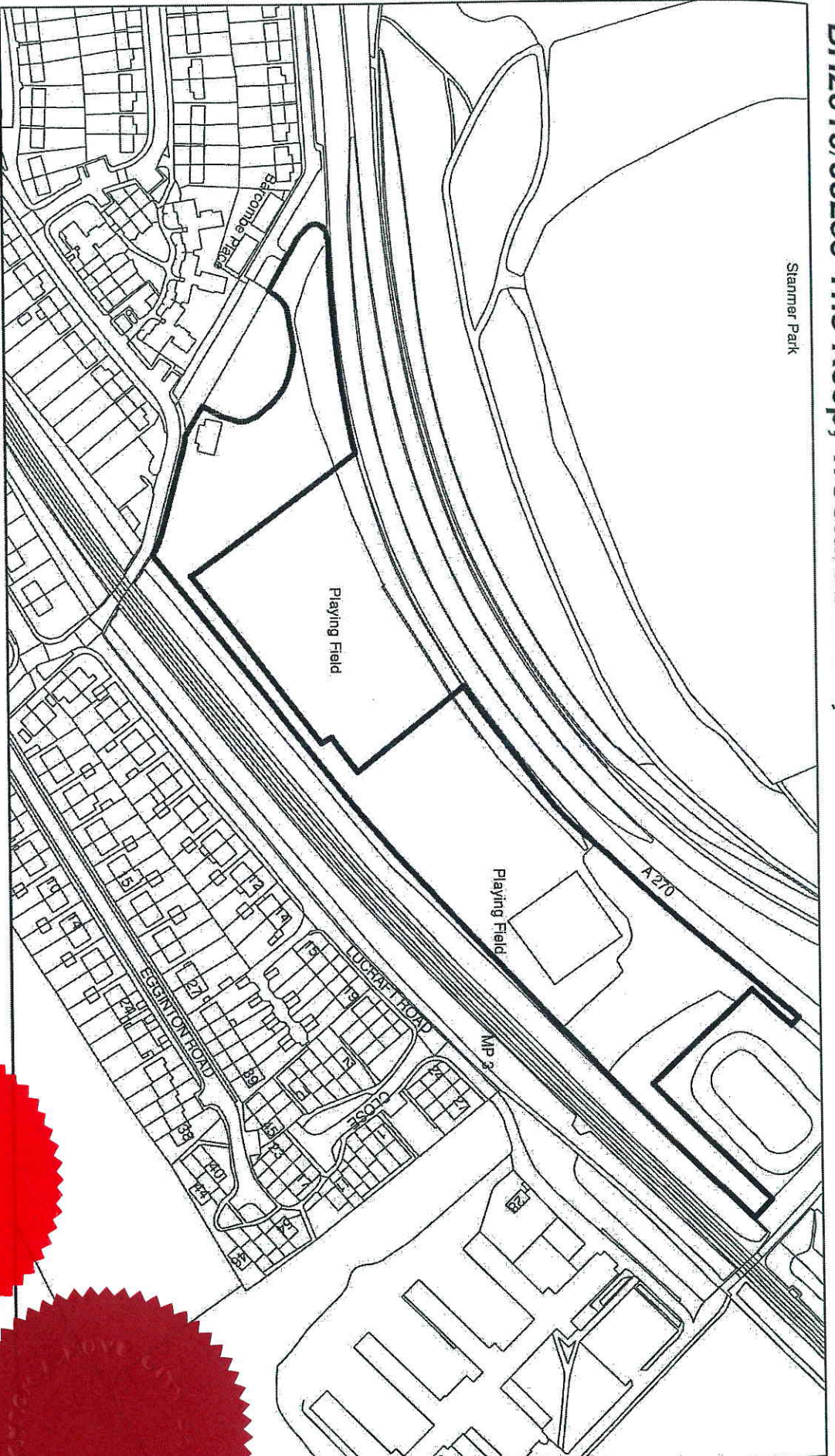
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"Part 2 Highway Works"	Means the highway works as set out in paragraphs 7 8 9 10 and 11 of Schedule 6 hereto
"Plan"	means the location plan annexed hereto
"Planning Permission"	means the planning permission to be granted by the Council or the Secretary of State pursuant to the Application
"Property"	means the land at Woollards Field Lewes Road Falmer as shown for the purposes of identification only edged in bold black on the Plan attached hereto
"Proposed Development"	means such development as may be granted Planning Permission pursuant to the Application
"Service Installations"	(Without prejudice to the generality of this expression) includes sewers drains culverts channels outlets mains wire cables ducts flues soakaways and other conducting media for the supply of Services substations regulator valves and all other infrastructure whatsoever for Services
"Services"	(without prejudice to the generality of this expression) includes electricity telephone gas water foul drainage surface water drainage cable television and other Cable Services
Sustainable Transport Contribution	means a sum of up to £28,000 (Twenty Eight Thousand) as set out in Schedule 6

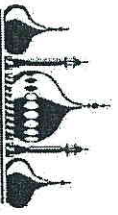
- 1.2 Unless the context requires otherwise references in this Agreement to a clause schedule or paragraph are references respectively to a clause schedule or paragraph of this Agreement
- 1.3 Where any party to this Agreement comprises two or more persons any obligations on the part of that party contained or implied in this Agreement shall be deemed to be joint and several obligations on the part of those persons and references to that party shall include references to each or any of those persons

BH2010/03259 The Keep, Woolards Field, Falmer

Stanner Park



51



**Brighton & Hove
City Council**

Scale: 1 / 2000

Map



- 1.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner
- 1.5 A reference to any statute or statutory section shall be taken to include a reference to any statutory amendment modification or re-enactment of it for the time being in force
- 1.6 The headings to this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever
- 1.7 The expressions "the Council" "the Owner" and "the Highways Agency" shall include successors in title and any statutory successor authority of and shall include (if appropriate) two or more owners of the legal estate

2 PRELIMINARY

2.1 Legal Powers

THIS Agreement is made pursuant to Section 106 of the 1990 Act Section 111 of the 1972 Act and the 1980 Act and all other powers enabling for the purpose of restricting the development and use of the Property and requiring a sum/sums to be paid to the Council

2.2 Enforceability

The various covenants restrictions requirements stipulations and other obligations on the part of the Owner contained in this Agreement are entered into under the provisions and powers referred to in subclause 2.1 and are planning obligations for the purposes of Section 106 of the 1990 Act whether expressed to be planning obligations or not and are enforceable by the Council against the Owner and any person deriving title from the Owner provided that no person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Property or the part in respect of which breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

2.3 Expiry

If the permission granted pursuant to the Application shall expire or shall have been revoked before the Proposed Development has Commenced this Agreement shall forthwith determine and cease to have effect

2.4 **Commencement**

The obligations contained in this Agreement save for those contained in Clauses 1 and 2 (which shall take effect on the execution hereof) shall take effect only on the grant of the Planning Permission

2.5 **Registration**

This Agreement is a local land charge and shall be registered as such

2.6 **Fettering of discretion**

Nothing in this Agreement shall fetter or restrict the discretion of the Council in the exercise of its powers under any statutory enactment or other enabling power for the time being in force

2.7 **Service of Notices**

Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by prepaid registered or recorded delivery post to the party to be delivered at its address herein specified or such other address as may from time to time be notified for the purpose by notice in writing

2.8 **Requirements to be Reasonable**

Subject to Clause 2.6:-

2.8.1 where any agreement certificate consent permission expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the same shall not be unreasonably withheld or delayed and

2.8.2 where any requirements or decisions are to be made by the Director under the terms of this Agreement they shall be made or imposed upon reasonable grounds

2.9 **Payment of Sums Due**

(a) All sums payable under this Agreement shall (unless otherwise stated in this Agreement) become due fourteen days after the date of the relevant notice and/or request ("the Due Date") and shall henceforth be debts due to the Council recoverable by action as a simple contract debt and may be deducted from any monies due to the Owner from the Council under any contract agreement or arrangement whatsoever

- (b) If any such sums are not paid by the Due Date then the Owner shall thereafter be liable to pay to the Council interest on the same calculated on a daily basis at a daily rate of 1/365th of the annual rate of interest of 4% per annum greater than the Co-operative Bank PLC base rate in force from time to time from the Due Date to the date of payment thereof

2.10. **Agreement Costs**

The Owner shall pay the Council's reasonable costs for the preparation and completion of this Agreement

3 **AGREEMENT AND DECLARATION**

The provisions of this Agreement are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor authority to the Council and successors in title to the Owner) pursuant to the Contracts (Rights of Third Parties) Act 1999

4 **COVENANTS**

The Owner hereby covenants with the Council as specified in Schedules 1 2 3 4 5 and 6 and the Council hereby covenants with the Owner as specified in Schedule 7.

SCHEDULE 1 **(Notice and Contributions)**

- 1. The Owner covenants to give the Council:
 - (a) at least 56 days prior written notice of the date of Commencement of Development
 - (b) written notice of Occupation upon immediate effect of this occurring
 - (c) at least 56 days prior written notice of the end of the 5 year maintenance period for the Open Space Land upon which such land is to be transferred to the Council

and such notice(s) to be addressed to the Council's Development Control Manager at Hove Town Hall Norton Road Hove BN3 3BQ

- 2. The Owner covenants to comply with the Obligation contained in Schedule 6 Paragraph 9 for payment of the Sustainable Transport Contribution

SCHEDULE 2
(Construction Environmental Management Plan)

The Owner covenants with the Council:

1. Not to Commence Development which for the purpose of this Clause only shall include any works at the Property including works of ground investigation or site survey work, construction of boundary fencing , archaeological investigation works and works of decontamination, demolition or remediation until it has submitted to the Director for approval in consultation with the Highways Agency a Construction Environmental Management Plan (CEMP) which shall include details of routing of construction vehicles so as to avoid the Air Quality Management Area set out in the Brighton & Hove City Council Air Quality Management Area Order 2008 hours and method of construction, dust and noise monitoring and mitigation, drainage and run-off mitigation, measures to ensure the Highways Agency balancing pond is preserved, oil spillage mitigation, materials to be transported by sea, road/footpath closures, review processes, complaints procedures and COPA s.61 Agreement and such CEMP has been agreed in writing by the Director , the CEMP shall thereafter be implemented SAVE THAT the provisions of the CEMP may at any time be amended subject to the prior written approval of the Director
2. To ensure that the Council, local residents within a 50 metre radius of the Property and Falmer Academy are given a minimum of 72 hours notice before any extension of construction hours above those given in the CEMP

SCHEDULE 3
(Public Open Space)

The Owner covenants with the Council:

1. Not to Commence Development until the Open Space Works Specification including details of layout and planting plans have been agreed in writing by the Council
2. Not to Occupy the Proposed Development until the Open Space Works have been completed to the satisfaction of the Council and further to maintain the Open Space Land to the satisfaction of the Council for a period of 5 years from the date of Occupation prior to transferring the Open Space Land to the Council

3. To transfer the Open Space Land to the Council on the terms set out in Schedule 8 on completion of the 5 years maintenance period referred to in paragraph 2 and to pay the Open Space Contribution to the Council at the time of such transfer for the ongoing maintenance of the Open Space Land

SCHEDULE 4 (Travel Plan)

1. The Owner covenants with the Council not to Occupy the Proposed Development until a detailed travel plan ("the Travel Plan") has been submitted to and approved by the Council in consultation with the Highways Agency
2. The Travel Plan shall include such commitments as are considered appropriate having regard to the publications of the relevant government department advising on workplace Travel Plans and which should include (in relation to travel to and from the Property) as a minimum the following initiatives and commitments to:-
 - (a) implement such cost effective measures as are available prior to Occupation to enable and encourage the use of sustainable modes of transport
 - (b) promote and enable increased use of walking, cycling and public transport as alternatives to the car
 - (c) increase awareness of and improve road safety and personal security
 - (d) dialogue and consultation with adjacent/neighbouring tenants/businesses as to be identified by and agreed with the Council in its capacity as local planning authority and which shall include Brighton and Hove Albion Football Club the Community Stadium Falmer Academy Southern Water and any occupiers of future development on the remainder of Woollards Field and said dialogue shall include discussions with Falmer Academy to endeavour to secure that pedestrian access through the tunnel under the railway is maintained during the opening hours of the Proposed Development
 - (e) identify targets for the levels of use of cars and sustainable modes
 - (f) identify a monitoring framework based on an annual survey, the first of which will be carried out within 6 months of initial Occupation, to enable the travel plan to be reviewed and updated as appropriate, in particular by the identification and implementation of additional measures to address any failure to meet previous targets where appropriate

- (g) identify measures to encourage organised group transport arrangements for parties where feasible.
- 3. The Council will confirm its approval or otherwise in writing to the Owner within six weeks of receipt of the Travel Plan and subsequent annual reviews
- 4. On receipt of written confirmation from the Council stating approval of the Travel Plan and subsequent annual reviews the Owner shall
 - (a) use all reasonable endeavours to implement the commitments set out in the Travel Plan in so far as they can be performed on the Property within such timescale as shall be agreed by the Council; and
 - (b) send to the Council a copy of the final form of the Travel Plan for retention by the Council within one month of receipt of the said written confirmation

SCHEDULE 5

(Employment Strategy)

- 1. The Owner shall submit to the Council for approval a strategy demonstrating how the Owner and any subcontractors will source local labour (the "Employment Strategy") such strategy to be submitted at least 2 months before the intended date of Commencement of Development with the intention that it shall be approved by the Council by such date as is 1 month before the intended date of Commencement of Development.
- 2. The Employment Strategy shall:
 - (a) set out how the Owner will work with the Council and its partners to encourage employment of local construction workers during the construction of the Proposed Development with the target that at least 20% of temporary and permanent job opportunities shall be taken by the Brighton & Hove workforce and for the purposes of calculating the 20% target jobs arising from site clearance and preparation shall be taken into consideration
 - (b) promote education and training opportunities in construction linked to the Proposed Development in conjunction with the Council's Local

Labour Scheme Co-ordinator and local colleges (via open days presentations and general marketing)

- (c) include a list of skills and the number of different construction workers required during the different development phases; and
 - (d) require the Owner to provide monthly figures on the number of employees from the Brighton & Hove workforce to the Local Labour Scheme Co-ordinator to enable him to monitor the impact of the construction of the Proposed Development on the local labour market.
- 3. Prior to submission of the Employment Strategy the Owner shall liaise with the Council's Economic Development team so as to obtain timely information and support from the Council and its partners
 - 4. The Owner shall implement the approved Employment Strategy (or any variation to the Employment Strategy approved by the Council)

SCHEDULE 6

(Highway Works)

The Owner covenants with the Council:

- 1. Not to Commence Development until it has entered into a Highways Agreement to secure the Part I Highway Works on terms acceptable to the Council acting reasonably and which shall include (inter alia) provisions securing a bond in favour of the Council to cover the cost of carrying out of the Part I Highway Works in the event of default by the Owner
- 2. Not to Occupy the Proposed Development until the Part I Highway Works have been completed to the satisfaction of the Council acting reasonably
- 3. Not to Occupy the Proposed Development until it has either:
 - 3.1 paid to the Council such part of the Sustainable Transport Contribution as is required for the works set out in paragraphs 7 8 9 10 and 11 hereof the cost of each respective work being:

- 3.1.1 for the works as set out in paragraph 7 hereof the sum of £5,000 (five thousand pounds);
- 3.1.2 for the works as set out in paragraph 8 hereof the sum of £8,000 (eight thousand pounds);
- 3.1.3 for the works as set out in paragraph 9 hereof the sum of £5,000 (five thousand pounds);
- 3.1.4 for the works as set out in paragraph 10 hereof the sum of £5,000 (five thousand pounds);
- 3.15 for the works as set out in paragraph 11 hereof the sum of £5,000 (five thousand pounds); or
- 3.2.1 entered into a Highways Agreement to secure the Part 2 Highway Works (if required pursuant to paragraph 2 of Schedule 7 hereof) on terms acceptable to the Council acting reasonably and which shall include (inter alia) provisions securing a bond in favour of the Council to cover the cost of carrying out such part of the Part 2 Highway Works as required in the event of default by the Owner; and
- 3.2.2 completed such part of the Part 2 Highway Works as required under the provisions of Paragraph 2 of Schedule 7 to the satisfaction of the Council acting reasonably

PROVIDED THAT if the Council requires payment of any or all of the sums as set out in paragraph 3.1 above then the provisions of paragraphs 3.2.1 and 3.2.2 as concerns those corresponding Part 2 Highway Works shall be null and void and if the Council requires the Owner to comply with any or all of the provisions of paragraphs 3.2.1 and 3.2.2 above then the sums corresponding to the relevant Part 2 Highway Works as set out in paragraph 3.1 shall not be payable and the provisions of those paragraphs shall be null and void

- 4. To provide pedestrian and cycle access, including any necessary signage, across the Property linking the main entrance in north-east corner through to Ashurst Road in south-west corner (as shown on the Highway Drawings to include shared pedestrian /cycle access and shared vehicular/cycle access) and which shall be retained as a public right of way
- 5. To provide a footpath link including a ramp to allow disabled access from Westbound Bus Stop on A270 into the Property (in north-west corner as shown on the Highway Drawings)

6. To provide a footpath between Falmer Tunnel and the pavement next to the balancing pond where the SEEDA footpath currently ends (as shown on the Highway Drawings)
7. To provide raised kerb to allow disabled access at the Eastbound Bus Stop on A270
8. To provide a bus shelter at the Eastbound Bus Stop on A270
9. To provide real-time bus information at the Eastbound Bus Stop on A270
10. To provide real-time bus information at Westbound Bus Stop on A270
11. To provide real-time bus information in the reception area of The Keep building
12. To ensure that the access road to the Proposed Development shown colored yellow on plan PL06 Rev E annexed hereto and footway/cycleway links outlined in paragraphs 4 5 and 6 of this Schedule are maintained to the satisfaction of the Council in its capacity as highways authority to a standard that is as close as is practicable to the equivalent of an adoptable standard
13. To ensure that should any of the Part 2 Highway Works not be capable of being provided by the Owner then the money attributable to it as referred to in paragraph 3 herein shall be paid to the Council prior to ^{Occupation} for provision by the Council of alternative necessary sustainable transport initiatives within the vicinity of the Property

SCHEDULE 7
(Council's covenants)

1. To use the Open Space Contribution received from the Owner under the terms of this Agreement for the purpose of maintaining the Open Space Land once it has been transferred to the Council's ownership
2. To notify the Owner in writing as soon as practicable and no later than the Commencement of Development of: -
 - 2.1 the full and final amount of the Sustainable Transport Contribution (if any) required to be paid by the Owner; and/ or

2.2 that part of the Part 2 Highway Works (if any) that shall need to be completed

3. To use the Sustainable Transport Contribution received from the Owner under the terms of this Agreement for the purpose of improving the sustainable transport infrastructure in the immediate vicinity of the Proposed Development
4. Upon receipt of a written request the Council will pay to the Owner such amount of the, Sustainable Transport Contribution made by the Owner to the Council under this Agreement which has not been expended or committed for expenditure in accordance with this Agreement within 10 years of the date of receipt by the Council of such payment together with interest on the unexpended or uncommitted sum at the Co-Operative Bank PLC's base rate from time to time for the period from the date of payment to the date of refund.

SCHEDULE 8

(Transfer of Open Space Land)

1. Completion of the Transfer of the Open Space Land shall take place in accordance with the provisions of paragraph 3 of Schedule 3 on such date or dates as shall be agreed in writing between the Council and the Owner or in default of such agreement upon such date or dates that shall be specified in a notice in writing given by the Council to the Owner or by the Owner to the Council such notice to be given not later than 28 days before the date or dates specified for completion
2. Transfer of the Open Space Land shall be for nil consideration
3. Title shall be deduced from a good root of title at least 15 years old or in accordance with Section 67 Land Registration Act 2002 whichever is appropriate
4. The Transfer shall contain all such rights and easements whatsoever

(including without prejudice to the generality of the foregoing the provision of all rights of access of Services and of Service Installations thereto) as are required to facilitate the use of the site transferred for the purpose for which it is being transferred

5. The Transfer shall contain a covenant by the Council restricting the use of the site transferred to the purpose for which it is laid out or transferred for and for no other use whatsoever except in the case of open space land as defined in the Open Spaces Act 1906 where the transfer will contain an agreement and declaration that such open space land shall be maintained as open spaces under the provisions of the Open Spaces Act 1906
6. The Standard Conditions of Sale (Fourth edition) shall apply to the said transfer so far as they are applicable to a sale by private agreement and are not varied by or inconsistent with the express terms of this present Agreement PROVIDED ALWAYS that the land shall not be transferred subject to any rights covenants exceptions reservations or other matters affecting the land such as would prejudice the use of the land for the purpose for which it is being transferred
7. The Owner shall pay to the Council the Council's reasonable legal costs for negotiation and completion of the Transfer

IN WITNESS whereof as a Deed the Council and the Owner have caused their respective Common Seals to be hereto affixed the day and year first before written

Executed as a deed by affixing)
the **COMMON SEAL** of)
BRIGHTON & HOVE CITY COUNCIL)
in the presence of:-)

Dunlavin Macdonald

Authorised Officer



Executed as a deed by affixing
the **COMMON SEAL** of
EAST SUSSEX COUNTY COUNCIL
in the presence of:-

)
)
)
)



Authorised Signatory



302314

Report to: Lead Member for Resources and Climate Change

Date of meeting: 14 December 2021

By: Chief Operating Officer

Title: New leases for land at Swan Barn Household Waste Recycling Site (HWRS), Hailsham

Purpose: To agree for the County Council to enter into a long lease for land adjoining Swan Barn HWRS, Hailsham, and a subsequent lease to the operator

RECOMMENDATIONS

The Lead Member for Resources and Climate Change is recommended to:

- 1) Approve the decision to enter into a long lease for land adjoining the Swan Barn Household Waste Recycling Site, Hailsham;
- 2) Enter into a further sublease with the waste operator, Veolia; and
- 3) Delegate authority to the Chief Operating Officer to determine the detailed terms of the leases and take any other actions considered appropriate to give effect these decisions.

1 Background

- 1.1 The County Council has an existing site at Swan Barn Household Waste Recycling Site (HWRS) in Hailsham (the Main Site). The County Council seeks to enter into a long lease of Additional Land in order to incorporate the Additional Land into the Main Site for operational purposes. The existing Main Site plan is shown at Appendix 1.
- 1.2 The leased Additional Land will in turn be leased to the waste contractor, Veolia.

2 Supporting information

- 2.1 The County Council lease the Main Site from Wealden District Council (WDC) on which we operate the Swan Barn HWRS. Additional operational space is required for the function of the HWRS. WDC have agreed terms to lease Additional Land that adjoins the existing site to the County Council. The plan showing the Additional Land hatched black is at Appendix 2.
- 2.2 The local Hailsham and Hellingly population has grown significantly and is set to have the highest concentration of new housing development in the county. Swan Barn HWRS needs to increase capacity to meet the needs of the growing population. On East Sussex County Council's request, Veolia have obtained planning permission to extend the Swan Barn HWRS to the west towards Station Road by approximately 6 meters. This will create additional concrete hardstanding for more containers, which will allow greater separation of materials for recycling and recovery and improve the customer experience. The project is part of the approved Capital Programme and is being funded in the main by developer contributions (Section 106 money).
- 2.3 The County Council will enter into a lease as tenant of the Additional Land to be co-terminus with existing lease for the Main Site which expires 1st May 2080. The term will be circa 58 years from the date of completion. Rent will be a peppercorn until 2023 and future rent for the additional land will be agreed at the rent review at that time.
- 2.4 The Scheme of Delegations requires Lead Member approval for any lease over 14 years.

- 2.5 The County Council will in turn underlease the Additional Land to the waste operator, Veolia, for the remainder of their contract, to expire on 31 March 2033. After that time both leased areas will be subject to the terms as agreed at any procurement of waste services.

3 Conclusion and reasons for recommendations

- 3.1 It is recommended that the Lead Member agree to the lease of the Additional Land from WDC.
- 3.2 It is recommended that the Lead Member agree to the sublease of the Additional Land to the waste contractor.
- 3.3 It is recommended that the Lead Member agrees to delegate authority to the Chief Operating Officer to approve the terms of the leases, and take any other actions considered appropriate to give effect to these decisions

Phil Hall
Chief Operating Officer

Contact Officer: Zoe Tweed

Tel. No. 07701 021868

Email: zoe.tweed@eastsussex.gov.uk

Assistant Director – Property: Nigel Brown

Email: nigel.brown@eastsussex.gov.uk

LOCAL MEMBERS

Councillor Murphy

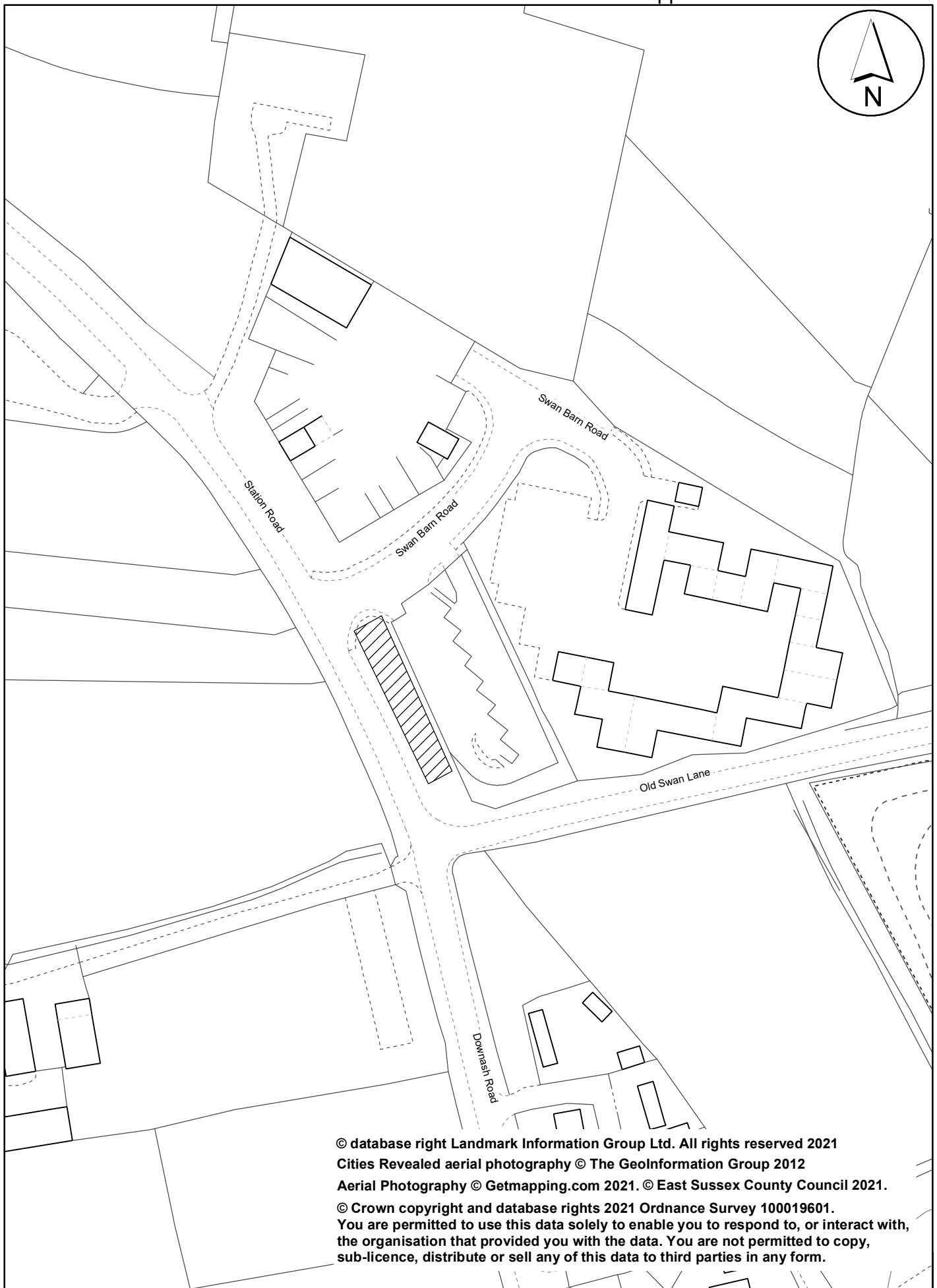
Background documents: none

Appendix 1 – Plan of land

Appendix 2 – Existing site plan



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Report to: Lead Member for Resources and Climate Change

Date of meeting: 14 December 2021

By: Chief Operating Officer

Title: Orbis Partnership Governance

Purpose: To agree amended governance arrangements for the Orbis Partnership

RECOMMENDATIONS

The Lead Member for Resources and Climate Change is recommended to approve the dissolution of the Orbis Joint Committee and the establishment of the Orbis Partnership Oversight Board

1. Background

- 1.1. In 2015, Cabinet agreed for the creation of a business services partnership between Surrey County Council (SCC) and East Sussex County Council (ESCC), which later went on to include Brighton & Hove City Council (BHCC), collectively known as the Orbis Partnership.
- 1.2. The Orbis Partnership was set up to drive efficiencies in support functions through integration and standardisation, and to create greater operational resilience to deliver value for money and improved service delivery for the customer. Over its lifetime to date £13m of recurrent savings have been achieved across the partner authorities via Orbis (of which East Sussex receives approximately 25%). The Partnership has also been successful in providing services to a range of third-party customers, notably schools and some districts and boroughs.
- 1.3. As part of the governance arrangements for the partnership, Cabinet agreed for an executive Joint Committee to be established, comprising of two Members from each partner Council.
- 1.4. The terms of reference are to oversee and improve delivery Services for the benefit of each participating Council, and in particular to:
 - i. Recommend proposals to meet the annual budget for Orbis, set by each of the Councils
 - ii. Approve the Orbis Business Plan and performance measures
 - iii. Monitor the Orbis Business Plan and performance of Orbis
 - iv. Make recommendations to the constituent authorities regarding revisions to the Terms of Reference of the Orbis Joint Committee

2. Supporting Information

- 2.1. Orbis has evolved over its lifetime and has reached a level of maturity whereby the level of integration activity that was required at the start to create the partnership is not the same level of activity that is required now. Moving forward, the approach for the partnership will be to have a greater focus on “service-led” rather than “partnership-led” activity, with experience showing that some services lend themselves to greater integration than others, and standardisation is more difficult where the ways of working and requirements of the different partners are different. Generally, the local government market has been resistant to large-scale sharing of services and partnerships elsewhere in the country have not been successful in significantly expanding their client base.
- 2.2. In April 2021, an independent review of the Orbis Partnership was undertaken and concluded that Orbis remains a key element of the plans of ESCC and the partner councils. However, the scope of the partnership should be limited to those services for which integration and standardisation are appropriate. These will be Internal Audit, Procurement, IT and Digital, as well as some centres of expertise in Finance and Property (namely Insurance, Energy, and Treasury Management & Tax) would remain as Orbis services and continue to extend

integration and standardisation while continuing to respond to the requirements of the individual councils.

- 2.3. This has meant a reduction in the scope of the Partnership, and, as an efficiency measure, a proportionate reduction in the supporting infrastructure. This involves disbanding Orbis Leadership Team meetings, as well as the central Orbis Performance & Change team.
- 2.4. Further to this, to ensure proportionality and efficient working, it is recommended that the Joint Committee be dissolved, and that Member oversight of the partnership be achieved through a newly established Partnership Oversight Board. The Board will not be a formal Committee and would consist of one Lead Member or equivalent from each partner council and meet once or twice a year, either in person or virtually, to monitor the performance of the partnership and provide assurance to each sovereign partner. For ESCC it is proposed that the Lead Member for Resources and Climate Change would sit on the Partnership Oversight Board.
- 2.5. Specifically, to oversee and monitor the delivery of services for the benefit of each participating Council, and in particular to:
 - i. Monitor the performance of the partnership and seek assurance that Orbis is acting according to its mission and has resources to do so, including oversight of the external trading performance of Orbis Services;
 - ii. Provide constructive challenge to ensure Orbis remains fit for the future.
- 2.6. The changed governance would not affect the scrutiny arrangements that are in place, and the power and responsibility to scrutinise the individual services will remain unchanged with the sovereign bodies, in particular for ESCC this would be the Place Scrutiny Committee.
- 2.7. Matters that require a Member decision would be decided through each sovereign council. At ESCC this would mean the Lead Member for Resources and Climate Change.
- 2.8. There are VAT registration implications of disbanding the Joint Committee. Joint Committees constituted under sections 101 and 102(1) of the Local Government Act 1972 are obliged to register for VAT as a separate “taxable person” if they are making taxable supplies. Moving to a shared service arrangement will mean that Orbis is no longer capable of being VAT registered. However, supplies of services by one local authority to another local authority fall within the scope of VAT and therefore VAT will still be accounted for at the appropriate rate, meaning there would be no additional cost to any of the partners as part of this change.

3. Conclusion and recommendations

- 3.1. The Orbis Partnership was formed to create greater operational resilience to deliver value for money and improved service delivery for our customers. Orbis remains a key element of ESCC plans, and the recent changes represent an evolution of the Partnership that will enable the partners to shift focus fully onto the realisation of their individual council’s requirements.
- 3.2. This has resulted in the need for proportionately scaled management and governance structures, and it therefore proposed that Member oversight be provided through a newly formed Orbis Partnership Oversight Board.
- 3.3. The Lead Member for Resources and Climate Change is recommended to approve the dissolution of the Orbis Joint Committee and the establishment of the Orbis Partnership Oversight Board.

PHIL HALL

Chief Operating Officer

BACKGROUND DOCUMENTS

None

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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