

DUNSFOLD PARISH COUNCIL

Tel: 01483 200980
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Unit 3, The Orchard
Chiddingfold Road
Dunsfold
GU8 4PB

10th September 2021

NOTICE OF A PARISH COUNCIL MEETING

Councillors are hereby summoned to attend the online meeting of Dunsfold Parish Council to be held at the Winn Hall at **7.30 pm on Thursday 16th September 2021**.

Members of the public are welcome to attend Parish Council meetings and are invited to put questions, relevant to the agenda, to the Council between 8.30 pm and 8.45 pm.

Celeste Lawrence - Clerk to the Council

AGENDA

1. APOLOGIES FOR ABSENCE

Recommendation: To receive apologies for absence.

2. DECLARATIONS OF INTEREST

Recommendation: To receive any declarations of interest from members in respect of any item to be considered at the meeting and changes to members registered interests.

SUSPEND THE MEETING FOR THE COMMONS COMMITTEE MEETING TO TAKE PLACE

3. RATIFY COMMON COMMITTEE MEETING

Recommendation: The Chairman to report on the proceedings of the Commons Committee meeting held and members to resolve to adopt the recommendations.

4. PARISH COUNCIL MINUTES

Recommendation: To approve the Minutes of the meeting held on 12th August 2021 as a correct record of decisions taken and the Chairman to sign the Minutes.

5. REVIEW OF ACTIONS FROM THE PREVIOUS PARISH COUNCIL MEETING MINUTES

Recommendation: To review any matters outstanding from the previous minutes and record progress.

6. PLANNING NOTIFICATIONS

Attached to agenda.

To receive notification of decisions made by Waverley Borough Council on recent planning applications.

7. PLANNING APPLICATIONS

Recommendation: To consider recommendations made by the Planning Team on applications pending.

WA/2021/02033 - 7 Church Green, Church Road, Dunsfold, GU8 4LT

Erection of detached garage construction of driveway and vehicular access (revision of wa/2020/2015).

WA/2021/02093 - The Old Kennels, The Green, Dunsfold, GU8 4NB

Conversion of loft to habitable space to create a 2 storey dwelling with addition of dormers.

WA/2021/01914 - Wetwood Rough, High Street Green, Chiddingfold, GU8 4XY

Certificate of lawfulness under s191 for erection of a summer house.

8. SCHOOL SITE
To receive an update on matters relating to the old School site.
9. DUNSFOLD PARK
To receive an update on matters relating to Dunsfold Park including the Dunsfold Park Advisory Group.
10. NEIGHBOURHOOD PLAN
To receive a report on progress with the Neighbourhood Plan.
11. COMMONS - LEGAL ISSUES
To receive an update on the legal issues concerning the Commons including progress of discussions with Waverley Borough Council.
12. UKOG
To receive an update on issues arising from UKOG's appeal on the refusal of its planning application.
13. KGV MANAGEMENT REPORT
Recommendation: To receive a report on matters from the KGV.
14. VILLAGE PROJECTS
To receive an update on village projects including a report from the fete committee and request for insurance from the bonfire committee.
15. WAVERLEY BOROUGH COUNCIL
To receive a report on matters from Waverley Borough Council
16. SURREY COUNTY COUNCIL
To receive a report on matters from Surrey County Council.
17. CORRESPONDENCE
Recommendation: To receive and consider any correspondence.
18. RECEIPTS AND PAYMENTS
Recommendation: To receive accounts for payment.
19. FUTURE AGENDAS
Recommendation: To receive items of business for information or inclusion on a future agenda.
20. PRESS AND PUBLIC
Exclusion of press and public in accordance with section 100A (2) and (4) of the LGA 1972 if required.

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GU8 4PB

NOTICE OF A MEETING OF THE COMMONS COMMITTEE

Members of the Commons Committee are summoned to attend a meeting of the Commons Committee to be held at **7.30pm on Thursday 16th September 2021 in the Winn Hall, Dunsfold.**

Celeste Lawrence
Clerk to the Council

AGENDA

1. APOLOGIES FOR ABSENCE
Recommendation: To receive apologies for absence.
2. MINUTES
Recommendation: To receive for confirmation the Minutes of the Meeting held on 15th July 2021.
3. REVIEW OF ACTIONS FROM THE PREVIOUS MEETING MINUTES
Recommendation: To review any matters outstanding from the previous minutes and record progress.
4. REPORT FROM THE CHAIRMAN OF THE COMMONS STEERING GROUP
Recommendation: To receive a report from the Chairman of the Commons Steering Group.
5. S106 MONIES
Recommendation: To receive a report on tree works being done with the S106 monies.
6. WOODLAND AND POND MANAGEMENT PROGRAMME
Recommendation: To receive a report on the progress of the management plan.
7. COMMON AREA ISSUES
Recommendation: To consider any other issues relating to the Common area.

Planning Notifications September 2021

WA/2019/0796 - LAND SOUTH OF DUNSFOLD ROAD AND EAST OF HIGH LOXLEY ROAD, DUNSFOLD
Consultation on a county matter; the construction operation and decommissioning of a well site for the exploration and appraisal of hydrocarbon minerals from one exploratory borehole (loxley-1) and one side-track borehole (loxley-1Z) for a temporary
Decision: SCC permission NOT granted

WA/2019/1464 - 7 BURNT HILL PLAISTOW ROAD, GODALMING, GU8 4PG
Use of land as a residential gypsy caravan site for siting 12 static caravans and erection of amenity building.
Decision: Pending

S52/2020/0002 - Land to the North, Nugent Close, Dunsfold
Request to modify a section 106 agreement (wa/2016/1766) to change the tenure of plots 3 20 24 and 25.
Decision: Pending

WA/2020/1026 - South Fork, Wrotham Hill, Dunsfold
Certificate of lawfulness under section 192 for repositioning of new windows and internal doors.
Decision: Pending

WA/2020/1186 - Land coordinates 501600 137180, High Loxley Road, Loxhill
Use of land for temporary stationing of a mobile home with associated parking and amenity space for use by an agricultural worker.
Decision: Pending

WA/2021/0103 - HRM Polo, Burningfold Manor, Plaistow Road, Dunsfold
Change of use of outbuilding to offices/function use facilities and associated internal and external alterations.
Decision: Pending

WA/2021/0119 - Ashdown, Chiddingfold Road, Dunsfold, GU8 4PB
Erection of two storey extension including alterations to chimney.
Decision: Pending

WA/2021/0413 - Land to the North Gratton Chase, Dunsfold
Erection of 21 dwellings (including 8 affordable) together with associated access parking and landscaping.
Decision: Pending

WA/2021/01256 - Wrotham House, Knightons Lane, Dunsfold, GU8 4AU
Erection of double garage.
Decision: Granted

NMA/2021/01435 - The Cottage, Upper Ifold House, Upper Ifold, Godalming, Dunsfold, GU8 4NX
Amendment to WA/2021/0184 elimination of a new loft access door and of a loft cupboard door at first floor level.
Decision: Pending

WA/2021/01420 - Hathernhanger, Wrotham Hill, Dunsfold, Godalming, GU8 4PA
Erection of extensions and alterations following demolition of existing garage and car port.
Decision: Granted

WA/2021/01503 - Wrotham House, Knightons Lane, Dunsfold, Godalming, GU8 4AU
Alteration to existing roof to provide 2 dormer windows and a roof light.
Decision: Pending

WA/2021/01638 & 39 - Wheelwrights, The Common, Dunsfold, GU8 4LL

Erection of outbuilding following demolition of existing outbuilding.

Listed building consent for erection of outbuilding following demolition of existing outbuilding.

Decision: Pending

TM/2021/01667 - 7 Binhams Meadow, Dunsfold, GU8 4LF

Application for works to tree subject of tree preservation order 02/07

Decision: Consent granted

WA/2021/01450 - Dunsfold Park, Stolvolds Hill, Cranleigh

Application under section 73a to vary condition 9 of wa/2018/0172 condition 9 states that the development is granted for a temporary period expiring on 30th april 2021 to allow temporary use (of part of perimeter track and runway for driving experience days) until 30th april 2024.

Decision: Pending

WA/2021/01449 - Dunsfold Park, Stolvolds Hill, Cranleigh. GU6 8TB

Application under section 73a to vary condition 1 of wa/2018/0170 condition 1 states that the use should be discontinued on or before 30 april 2021 to allow temporary use (of perimeter track and runway for evaluation testing and/or filming of motor vehicles) until 30th april 2024.

Decision: Granted

WA/2021/01451 - Dunsfold Park, Stolvolds Hill, Cranleigh. GU6 8TB

Application under section 73a to vary condition 1 of wa/2018/0173 condition 1 states development is granted for a temporary period only expiring on 30th april 2021 to allow temporary use (of perimeter track and runway for driver training and siting of building) until 30th april 2024.

Decision: Granted

WA/2021/01487 - Dunsfold Park, Stolvolds Hill, Cranleigh. GU6 8TB

Application under section 73a to vary condition 1 of wa/2018/0171 (condition 1 states development is granted for a temporary period only expiring on 1st june 2021 to allow temporary use (for filming) to 1st june 2024.

Decision: Granted

WA/2021/01860 - The Bricklayers House, The Common, Dunsfold, GU8 4LJ

Erection of single story rear extensions first floor extension chimney stack new porch and internal alterations following demolition of existing conservatories and removal of existing flat roof dormer windows.

Decision: Pending

Public bridleway 286 by The Mill House - as per email 28/5/21.

Decision: Granted

Dunsfold Neighbourhood Plan. Steering Group report for the Parish Council meeting to be held on 16th September 2021

We have received the latest grant through Locality to take us through the final stages. The amount applied for and received is £7,296 and this has taken us within a few pounds of the total Grant limit of £18,000.00:

Maximum available			<u>£ 18,000</u>
Money already received and spent			
	- 2017-18	£ 2,065	
	- 2018-19	£ 651	
	- 2019-20	£ 7,672	
	- 2020-21	£ 260	
	Total		<u>£ 10,649</u>
Current grant for 2021-22			<u>£ 7,296</u>
Total			<u>£ 17,945</u>
Remaining after this grant			£ 55

At the August 12th Parish Council meeting we reported that the ‘promised’ volunteers have not materialised. Without this backing the workload and pressure is proving too much for the few volunteers working on the project and it was proposed we pass the task over to our Consultants (Nexus Planning) to take a leading role in completing the Plan. Nexus have supported us through all stages of the Plan and their fees and costs so far have been covered by Locality grant moneys.

Nexus have proposed a fee of £16,275.00 of which £4,125.00 is already covered under the latest Locality Grant. (The rest of the Grant is largely to cover printing and graphics work.)

We are now asking the Parish Council to award the Steering Group a Grant of £14,000.00 to cover the Nexus fee not already covered by Locality, plus a small contingency of £1,850.00, which would for example cover an extra two days from Nexus (on top of the 21 days covered) plus £50 additional incidental costs such as printing.

The Nexus Planning fee proposal dated 6th September 2021 is attached.

Steven Haines, Steering Group Chairman.
9th September 2021

Reading

5th Floor
Thames Tower
Station Road
Reading
RG1 1LX

nexusplanning.co.uk

Steven Haines

Dunsfold Parish Council
Unit 3, The Orchard
Chiddingfold Road
Dunsfold
Cranleigh
GU8 4PB

6 September 2021

Ref: 0200_2DJV

Dear Steven

Dunsfold Neighbourhood Plan

Following our recent correspondence and meeting I am writing to set out our fee proposal for Nexus Planning to take over the leading role in progressing the Dunsfold Neighbourhood Plan through to the referendum stage. This fee proposal supplements the proposal letter dated 22 July 2021, which I understand was used to obtain Locality funding. For ease of reference I have attached a copy of the 22 July letter.

The 22 July proposal was prepared in accordance with the Locality Guidance Notes for Grant and Technical Support, which caps professional services rates to £550 per day. The proposal was also based on Nexus Planning providing relatively light touch 'overview' input in recognition of leading role you and Lynne in particular were previously providing to progress the Neighbourhood Plan.

Our standard fee rates are typically discounted for public sector organisations to £900 per day (which represents a 30% discount). I propose to continue to honour the Locality capped rates for the elements and time estimates previously set out within the 22 July letter, but would need to propose to revert to our discounted public sector rates for additional elements / time spent. These day rates are exclusive of VAT and disbursements). I understand a broadly similar approach was applied as part of progressing the Chiddingfold Neighbourhood Plan.

Should any additional Locality funding be available I would be more than happy to repackage part or all of the additional work elements into a format which aligns with the Locality guidance requirements.

I have set out below a comprehensive schedule of the various key tasks envisaged along with the Locality Rate time spend (22 July letter) and the additional elements / time spend estimates based on Nexus taking the leading project management and technical input:

London

Birmingham

Manchester

Reading


Stage	Locality Rate Days (£550 pd)	Additional Days (£900 pd)	Combined Days
Regulation 14 Draft Plan Preparation			
Review and input into the revised plan text	1.5		1.5
Review and input into the Site Selection evidence base document	1		1
Prepare mapping and input into graphic version of the Neighbourhood Plan	1		1
Prepare Local Gap evidence		1.5	1.5
Prepare employment / workspace and car parking evidence		1	1
Project management and meetings (Steering Group and AECOM)		3	3
Regulation 14 Draft Plan Preparation Total	3.5	5.5	9
Regulation 14 Consultation			
Prepare consultation material (consultation boards, householder leaflet and questionnaire text etc)		2	2
Set up and manage SurveyMonkey online questionnaire	0.75		0.75
Create Statutory Consultee database and send consultation notification letters		0.5	0.5
Regulation 14 Consultation Total	0.75	2.5	3.25
Regulation 15 Plan Preparation			
Review all duly made representations and provide input into the modifications to the Neighbourhood Plan in light of duly made representations	0.5	0.5	1
Prepare and present a consultation report to the Steering Group with suggested change text		1.5	1.5
Prepare the Regulation 15 Neighbourhood Plan	0.75		0.75
Prepare a Consultation Statement	1	0.5	1.5
Prepare a Basic Conditions Statement	1	0.5	1.5
Project management and meetings (Steering Group and AECOM)		2	2
Regulation 15 Plan Preparation Total	3.25	3	6.25
Post Submission			
Input into appointing an Examiner		0.5	0.5
Correspondence with the Examiner / Waverley BC		1	1
Incorporating Examiner comments		1	1
Post Submission Total	0	2.5	2.5
Total days			
	7.5	13.5	21
Total Fee			
	£ 4,125.00	£ 12,150.00	£ 16,275.00

I am still liaising with Waverley Borough Council regarding the timing of the Coombebury site planning application and will provide an update on this as soon as I can given this has timing implications for progressing the Neighbourhood Plan. However, notwithstanding this, subject to appointment I can confirm that I would envisage being able to submit the Regulation 15 Neighbourhood Plan to Waverley BC before the end of the year. Once the Coombebury site timings are clear, I would propose to prepare a detailed project timetable.

I trust the above is acceptable. If you have any questions or points for clarification please do not hesitate in getting in touch.

For information I have attached a copy of our standard terms and conditions.

Yours sincerely

A handwritten signature in black ink, appearing to read 'D. Veasey', with a long horizontal flourish extending to the right.

Dominick Veasey
Director

Terms and Conditions of Appointment

The Client acknowledges that in instructing Nexus Planning Limited ("Nexus") to commence the services described in the proposal (the "Services"), the Client agrees to the proposal and application of the terms and conditions below (the "Appointment") which together represent the entire agreement and understanding between the parties relating to the subject matter of this Appointment.

PARTIES' OBLIGATIONS

1. Nexus will exercise reasonable skill and care in carrying out work for the Client.
2. Project instructions detailing the scope, nature, extent and programme of work shall be agreed in writing between the parties prior to starting work. Material revisions and additions to the scope of work and changes to the fee shall be agreed between the parties and recorded in writing.
3. Nexus will use reasonable endeavours to meet an agreed programme of work but does not accept responsibility for costs incurred as a result of delays outside of its control.
4. The Client shall supply Nexus with all relevant data and information available to the Client in relation to the Services and shall give such assistance, decisions and access as may be reasonably required by Nexus and in sufficient time to enable the performance of the Services in accordance with any agreed programme.
5. The Client acknowledges that it has had an opportunity to negotiate the Appointment prior to commencement of the Services.

COPYRIGHT

6. The copyright in all documents, drawings, reports, maps, photographs and other material prepared by Nexus shall remain vested in Nexus and Nexus asserts its moral rights under the Copyright, Designs and Patents Act 1988. The Client and other parties shall not reproduce any Nexus' copyright material without the express written consent of Nexus.

PAYMENT

7. Fees are charged in accordance with the Fee Proposal and are exclusive of VAT. Fee proposals remain valid for a period of 3 months from the date on which they are produced unless otherwise stated. Daily fee rates are based upon an assumed 7.5 hour working day.
8. The Client shall reimburse Nexus for all reasonably incurred disbursements, including but not limited to travel and printing.
9. Unless otherwise identified in a fee proposal, invoices will be raised on a monthly basis. The final date for payment shall be 28 days from the date of Nexus issuing an invoice to the Client. The Client shall pay interest on the amount due and unpaid from the final date for payment to the date of payment at 6% above the HSBC Bank base rate.
10. Planning application fees are payable directly from the Client to the relevant Local Planning Authority.
11. Nexus reserves the right to terminate / suspend services to the Client if an invoice remains unpaid for more than 28 days.
12. Hourly and daily fee rates may be reviewed and any changes to fee rates will be notified to the Client in writing. It is the responsibility of the Client to raise any objections within one calendar month from the date of the letter notifying the Client of any change to the fee rates; otherwise the changes shall be deemed to be accepted by the Client.
13. Other Consultants required as part of a professional team led by Nexus will be appointed and paid for directly by the Client.

TERMINATION

14. The Client may terminate this Appointment by giving 21 days' notice in writing.
15. If either party terminates this Appointment all outstanding fees invoiced and/or incurred but not yet invoiced will become immediately payable.
16. Termination of this Appointment for any reason shall be without prejudice to the accrued rights or claims of either party in relation to any act or omission of the other prior to termination and the provisions of this Appointment shall continue to bind each insofar as and so long as may be necessary to give effect to their respective rights and obligations hereunder.

LIABILITY and LIMITATIONS

17. Nexus will not be held liable for the accuracy of data supplied by external sources. This includes inaccurate information supplied by the Client.
18. If planning permission is granted Nexus will have no responsibility over the implementation of the permission (including discharging conditions or matters relating to section 106 agreements) unless otherwise agreed in writing between the parties
19. Nexus' liability under or in connection with this Appointment shall not exceed the lesser of (a) ten (10) times our aggregate fee for the Services or (b) two million pounds (£2,000,000.00) in the aggregate for all claims.
20. Without prejudice to Clause 6, Nexus' liability shall be further limited to such sums as Nexus ought reasonably to pay having regard to Nexus' responsibility for the loss and damage suffered on the assumptions that any other consultants, contractors and subcontractors who also have a liability to the Client shall be deemed to have provided the Client with contractual undertakings on terms no less onerous than those set out in Clause 1 and paid the Client such proportion of loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.
21. In the event that any claims demands or proceedings are advanced by any person against Nexus under or in connection with this Appointment which result in Nexus paying any amount in excess of the limit of our liability described in Clause 19, the Client shall indemnify and hold Nexus harmless in respect of any and all amounts in excess of the limit of our liability.
22. Save in respect of death or personal injury, the Client shall only look to Nexus (and not to any Nexus' individual employee) for redress if the Client considers that there has been any breach of this Appointment. The Client agrees not to pursue any claims in contract, tort (including negligence), statute or otherwise against any individual employee of Nexus as a result of them carrying out the Services.

THIRD PARTY RIGHTS

23. A person who is not a party to this Appointment shall not have any rights under or in connection with it. This Appointment is personal to the Client and non-assignable. The provision of collateral warranties to third parties is excluded.
24. If any term of this Appointment is held to be invalid, illegal or unenforceable the remainder of this Appointment shall be given effect as if that term had been deleted.
25. Completion of services occurs on the issuing of a final fee invoice. No action or proceedings shall be brought against Nexus after the expiry of 6 years from the date of issue of the final fee invoice.

GOVERNING LAW AND DISPUTE RESOLUTION

26. If at any time a dispute arises under this Appointment which cannot be first settled amicably between the parties, either party may refer the dispute to adjudication in accordance with the Construction Industry Council ("CIC") Model Adjudication Procedure current at the date the dispute arises. The parties shall agree a sole adjudicator or failing such agreement, the CIC will nominate a sole adjudicator. The adjudication shall be conducted under the laws of England and Wales. This Appointment shall be governed by and construed in accordance with the law of England and Wales.

September 2021

Expenditure		
Mr & Mrs Goodall	Office rent	180.00
Sage Software	Payroll	8.40
Surrey Pension Fund	July pension	234.16
HMRC	July tax & NI	44.31
Celeste Lawrence	July PAYE	878.68
		1345.55
Income		
Groundwork UK	Neighbourhood grant	7296.00