



BLANDFORD FORUM TOWN COUNCIL

To: All Town Councillors
Members of the Public & Press

Dorset Council Councillors

Dear Member

TOWN COUNCIL PLANNING MEETING

You are summoned to attend a meeting of the Town Council Planning Committee which will be held in the **Corn Exchange**, Market Place, Blandford Forum on **2nd September 2019 at 7.00pm** to consider the following items.

Linda Scott-Giles
Town Clerk
27th August 2019

A G E N D A

Prior to consideration of the following Agenda, there will be a democratic quarter of an hour, which may be extended at the discretion of the Committee, during which time members of the public may speak. During the course of the meeting, members of the public and our elected representatives from the Dorset Council may indicate they wish to speak, and, at the discretion of the Chairman, and with the approval of the Members, they may be allowed to do so on points of information only. The Committee may on occasion invite members of the public to comment on specific issues where points of information or their particular knowledge on a subject might prove of benefit to the Committee. Members are reminded that the Council has a general duty to consider the following matters in the exercise of any of its functions: Equal Opportunities (race, gender, sexual orientation, marital status, religion, belief or disability), Crime & Disorder, Health and Safety and Human Rights. Disabled access is available.

1. Public Session
 - 1.1 Nic Nicol, Town Team – Presentation on the Historic England Bid to the High Streets Heritage Action Zones Programme
2. Apologies
3. To receive any Declarations of Interest and Requests for Dispensations
4. Minutes of the Meeting held on 29th July 2019
5. [Appendix A – New Planning Applications](#) (refer to draft Appendix A attached)
6. Appendix B – Dorset Council Decisions on Planning Applications and Applications Awaiting Decisions (to be displayed at the meeting)
7. Site Visits/Dorset Council Planning Meetings
8. [To consider approving a document from the Dorset Council for the transfer of £70,000 for Market Place Enhancements](#) (deferred from 8th July 2019 meeting – paper attached)
9. [To approve the location change for the Public Art installation at Badbury Heights](#) (paper attached)

10. [To consider a request for a banner on a Town Council fingerpost from Cranborne Chase AONB advertising the tourism app](#) (paper attached)
11. Clerk's Report & Correspondence
12. Confidential

The public and press may be excluded from the meeting on the grounds that publicity might be prejudicial to the public interest as per the Public Bodies (Admission to Meetings) Act 1960.

 - 12.1 To consider a nomination to present a certificate of appreciation to a member of the community (paper attached)

DATES OF FUTURE MEETINGS

9 th September	Finance & Staffing Committee Meeting
16 th September	Recreation & Amenities Committee Meeting
23 rd September	Town & General Purposes Committee Meeting
30 th September	Town Council Meeting

Minutes of the Town Council and Committee meetings are available from Blandford Library, the Town Clerk's Office and at www.blandfordforum-tc.gov.uk.

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Church Lane, Blandford Forum
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PLANNING APPENDIX A – NEW PLANNING APPLICATIONS
Planning Meeting on Monday 2nd September 2019

	Application & Date	Application Details	Comments
1	2/2019/0950/FUL Mr M Alfazema 1 st August 2019	38-40 Whitecliffe House Nursing Home, White Cliff Mill Street Erect replacement rear boundary wall (demolish existing).	
2	2/2019/1067/LBC Mr M Alfazema 1 st August 2019	Whitecliffe House, 38 - 40 White Cliff Mill Street Demolish southern boundary wall, erect replacement wall and carry out associated external alterations.	
3	2/2019/0728/LBC Mrs A Quinney 6 th August 2019	22 Dorset Street Carry out internal alterations to allow the replacement of kitchen and cloakroom.	
4	2/2019/0854/HOUSE Mr & Mrs Guest 7 th August 2019	2 Dulverton Cottages, Fairfield Road Erect 1 No. two storey rear extension (demolish existing single storey extension).	
5	2/2019/0982/HOUSE Mr Luke O'Neill 7 th August 2019	49 Medbourne Close Erect a two and single storey extension.	
6	2/2019/0658/FUL Mr P Stephens 8 th August 2019	Grainstore, Shaftesbury Lane Change of use from Grain Store Class B1 to Educational use Class D1.	
7	2/2019/0962/LBC Mr J Morris 14 th August 2019	5 Market Place Prepare and decorate existing shopfront, fix 1 No. non-illuminated fascia sign, 1 No. projecting sign and 1 No. illuminated Lozenge sign and carry out associated external alterations.	
8	2/2019/1032/LBC Mr M Waugh 19 th August 2019	Netherleigh Lodge, 78 Salisbury Street Carry out repairs to front stone steps and all alterations in association with this.	

	Application & Date	Application Details	Comments
9	2/2019/0952/FUL Mr Hendricks 20th August 2019	1-11, 2-12 And 14-24 Barnes Close Remove and replace existing UPVC windows.	
10	2/2019/1081/LBC Mr A. Shepherd 23 rd August 2019	1 Market Place Convert rear part of the building (on ground, first and second floors) into a self-contained residential dwelling and carry out associated internal and external alterations.	
11	2/2019/1080/FUL Mr A. Shepherd 23 rd August 2019	1 Market Place Convert rear part of the building (on ground, first and second floors) into a self-contained residential dwelling.	

Previous applications:

		Town Council	Dorset Council
2/2019/0600/LBC Mr A Sheppard 22 nd May 2019	1 Market Place Change of use of the first and second floor to residential use and carry out associated internal alterations.	The Town Council objects to the application on grounds of lack of storage facilities for a business occupying the ground floor.	Approved

To consider approving a document from the Dorset Council for the transfer of £70,000 for Market Place Enhancements

Background

At the council meeting held on 8th July 2019, it was PROPOSED by Cllr Lindsay, SECONDED by Cllr Mieville and AGREED (13 in favour, 1 abstention) that

The Town Council does not authorise the Chairman of Council to sign the agreement. The document and any related documents will be sent to the Town Council's solicitor for further advice.

An email was sent by the Town Clerk to all Councillors on 10th July 2019 confirming the following:

I was made aware Monday evening that some Councillors thought the £70,000 from NDDC was already committed and allocated to replacing paving slabs. I thought I had been clear what the funds were for and that the Town Councillors would need to resolve how to spend the funds once the agreement had been signed. The agreement states what the purpose of the legacy project is, which was an executive decision taken by the portfolio holder at the time, Cllr Sherry Jespersen, within the context of an overall approach to supporting local initiatives discussed by the then NDDC Cabinet members. Hugh de Iongh, Community led Development Officer, at the Dorset Council is happy to come and speak to Councillors about this if required. In the meantime, I have sent the agreement to Blanchards Bailey to peruse. In addition, the Expression of Interest for the Heritage fund is being prepared and funds are allocated for the paving replacement with potentially part of the £70,000 being allocated to funding a post that would coordinate events on the pedestrianised area. This, of course, has not yet been considered by the Town Council but the bid would enable all matters to be dealt with in one go – the replacement paving, the semi-pedestrianisation, control over part of the Market Place and events on the new paved area.

Legal Advice

In addition, the solicitor has responded as follows (please contact me should you require another copy of the agreement for reference):

1. Although the definition of Grant Period indicates the Agreement will automatically cease on 31st March 2029, Clause 18.1 seems to indicate that if the Grant monies have not yet been spent by that date the Agreement will continue although I assume this is on the basis that DC do not specifically terminate the Agreement earlier.
2. So far as Schedule 1 is concerned do we know what “the market area” is and what it represents on the ground?
3. I would simply draw your attention to clauses 5.4, 6.2, 6.8, 6.9 and 12.1(h). The latter clause does not seem to match previous requirements.
4. With regard to Clause 5.5 whilst I understand why DCC want this clause I would have thought that the following words ought to be included “in so far as it is reasonable for the recipient to do so and is within its powers”.
5. Clause 6.5 – I would have thought that reasonable notice should be given if they want to speak to those involved with the project. So far as the final sentence is concerned is it for you or an authorised officer to give the appropriate oral or written explanation or is the idea for it to come from an employee, agent etc. It ought to be the former.

6. Clause 6.6 – again this should be on giving reasonable notice.
7. Clause 6.7 – is there to be a timescale for providing the final report.
8. Please read very carefully Clause 12, especially 12.1(f). I am not sure whether other monies are to be sought to carry out the works.
9. Clause 12.1(j) is also very wide ranging and the matters stated there are not limited to acts associated with the Project.

I would prefer Clause 12.1(m) to read “...and fails to rectify or takes steps to rectify any such failure...”

10. Clause 12.2 is wide ranging. I am not sure what other financial arrangements you have with DC. Is it likely that a problem will arise halfway through the Project with the Town Council having received all the money and having spent a proportion of it with the Town Council then being requested to send back more money than is left over from the original Grant.
11. Clause 12.3 is very specific although Clause 12.4 is far more conciliatory. On the basis that £70,000.00 has been paid to the Town Council should DC terminate at any point between the date of the Agreement and 31st March 2029 what are DC expecting the Town Council to do in relation to unspent monies and/or monies that have not been already allocated under Contracts with third parties.
12. Clause 24 is potentially important. However Clause 25.1 and 25.2 are self-explanatory although I would have thought that the 14 day time limit in Clause 25.2 is probably wishful thinking.
13. Mediation provided in Clause 25.3 seems sensible but I would have thought that it should be on the application of either party. If DC refused mediation (I think that they would be criticised for doing so) the logical answer is that matters could only be resolved by going to Court which could be expensive and not something I would recommend the Town Council to do.
14. Obviously I have not commented on matters such as Acknowledgement and Publicity, Intellectual Property Rights, Confidentiality, Freedom of Information, Data Protection and Anti-Discrimination.
15. As regards Clause 19 – this clause is somewhat draconian if DC exercise their rights without there being a lawful or justifiable reason and if that were to occur and monies were due back to DC, obligations already incurred by the Town Council should be taken into account if there is to be a refund. Clause 12.3 makes that a lot harder. I am not sure DC intended the Town Council to then be short of money to fund exiting liabilities to sub-contractors etc.

These queries have been raised with the Dorset Council solicitor via email sent on 29th July 2019 and a response was received on 8th August confirming that amendments had been made. This document has been attached at Appendix A, showing the changes.

Recommendation

It is recommended that Councillors consider the contents of the agreement and authorise the Chairman of Council to sign it.

Linda Scott-Giles
Town Clerk
26th July 2019

To approve the location change of the Public Art installation at Badbury Heights

Background

At the Working Group meeting on Monday 29th April 2019 residents from Badbury Heights raised concerns about the proposed location in the middle of the estate, on the central green. It was mentioned that this area is used by children and families playing ball games and any installation would take away space. Furthermore, it seemed to residents that the Public Art would be hidden away and could not be enjoyed by the general public.

Additional Information

The proposed location is along Shaftesbury Lane, marked on the map. Installing it on that green space would mean passers-by could also enjoy it. Working Group members and the attending residents also felt that the seating proposed within the Public Art would be welcomed by residents in that location.

A letter was sent to nearby resident in Warrington Walk and Lady Baden Powell Way on 31st July 2019 to request their views (responses attached as Appendix A).

The artist advised that, given nothing needs to be bridged, a hard surface treat is preferable creating a level area for the seating.

As the Public Art needs to be DDA compliant an access path is required.

The bushes and trees facing the road will need to be removed to avoid the Public Art being hidden.



Recommendation

It is recommended that Councillors approve the new location and consider the access path and the removal of the shrubs and provide approval to proceed.

Sybillie Maddock
Assistant Town Clerk
6th August 2019

To consider a request for a banner on a Town Council fingerpost from Cranborne Chase AONB advertising the tourism app

Background

In order to advertise the Time Traveller tourism app featuring John Bastard, the Town Council has been approached to place a banner on a fingerpost, ideally in the Market Place by the Town Pump.

The app is designed to be a virtual tourism guide to encourage more visitors into the town, for people to stay longer and spend a little more time exploring different places.

Additional Information

The challenge is to advertise the app so visitors to the town know about it. In addition to a banner there will be promotional cards for tables in cafes, pubs, restaurants and other establishments to promote the app and encourage people to download it while they have something to eat or drink.

Please see an example of a banner for another town (Blandford Forum will have John Bastard), two examples of how the banner would be fixed and a promotional card. The app will promote other places to visit.



Planning permission was never obtained for the Jack Counter sign as the intention was for it to only be up for the centenary year, however it is still in good condition and has been very well received, and therefore we would like it to remain at this location unless we are told to remove it by the Dorset Council's planning team.

An alternative location for the banner could be the fingerpost at the other end of the Market Place by Scrivens.

Recommendation

Councillors should decide if they give approval for a banner to go on a Town Council fingerpost and if so, to suggest a location.

Sybille Maddock
 Assistant Town Clerk
 27th August 2019