

DEVOLUTION TO NEWARK TOWN COUNCIL – PROGRESS UPDATE

1.0 Purpose of Report

- 1.1 To update Members of the Policy & Finance Committee on the proposed devolution package to Newark Town Council.

2.0 Background Information

- 2.1 At their meeting on 4th December 2014, Members of the Policy & Finance Committee approved the proposed devolution package to Newark Town Council and agreed, unanimously, that the Chief Executive be given delegated authority to agree the detailed terms of the devolution package subject to the agreement of the Chairman and Opposition Spokesman of the Policy & Finance Committee in line with the principles set out in the body of the report and to take all necessary steps to enable the transfer of services and assets on 1st April 2015.
- 2.2 Unfortunately the package was initially rejected by Newark Town Council which had a number of concerns about the details of the proposed package although they were generally supportive of the principle of devolving services to a local level.
- 2.3 Significantly, the Town Council were concerned about the overall cost of the package and the impact that it would have on the financial strength of the Town Council.
- 2.4 In the longer term this could be mitigated by an increase in the Council Tax Base within the parish of Newark but the package as originally proposed would have placed financial pressures on the Town Council in the early years of the agreement.
- 2.5 Accordingly, following further negotiations between the Town and District Councils, an agreement was reached that the Grant Payment from the District Council to the Town Council be re-profiled in order to mitigate the financial pressures on the Town Council. However, over the twenty year period of the agreement, the District Council would still pay a total sum of £3.78 million (or less) to the Town Council as set out in the original agreement. This has been achieved by re-profiling the annual payments to front load them, enabling the Town Council to maintain an acceptable level of General Reserve Fund balance throughout the twenty year period of the financial support, but not increasing the overall sum paid by the District Council to the Town Council.
- 2.6 Indeed, in the revised package, there is a potential that the overall sum paid by the District to the Town Council could reduce should the Council Tax Base increase by a greater level than that estimated within the agreement. An annual calculation will be undertaken to assess the delivery of the estimated increase in the Town Council's Council Tax Base compared to the projection, with the Grant Payment then be adjusted up or down to reflect any over or under achievement but with the total Grant payments not exceeding the overall sum £3.78 million over twenty year period, as set out above, and potentially reducing.

- 2.8 The relevant calculations assume an annual one per cent increase in Band D Council Tax charge throughout the twenty year grant period.
- 2.9 The original agreement provided that all commuted payments and Section 106 Agreements that relate to assets or services to be transferred would also pass to the Town Council. The Town Council were concerned that there were additional Section 106 Agreements which did not relate specifically to the assets or services transferred but where it may be equitable for a proportion of the Section 106 monies to transfer to the Town Council.
- 2.10 In the light of this, it has been agreed that the District Council will undertake a review of all those Section 106 Agreements which relate to the parish of Newark and, following the completion of such a review, the District Council will consult with the Town Council on its recommendations prior to reaching a conclusion as to which additional monies, if any, should transfer to the Town Council.
- 2.11 The Town Council wish the devolution package to be seen as part of a wider partnership between the District and Town Councils and would like to enter into a positive dialogue with the District Council as to the most efficient and effective way to deliver services in the future. The revised agreement accordingly provides that the agreement will be reviewed after an initial eighteen month period and thereafter there will be an annual review to include exploring the potential to transfer additional services and/or assets and opportunities to deliver services in a more effective and integrated manner.
- 2.12 The devolution package includes the transfer of all repairs and renewals funds held by the District Council in respect of assets which are transferring to the Town Council. However, in the case of Newark Market Place, the condition survey has shown that both short and medium term repairs are required. However, the repairs and renewals fund which was held in respect of the Market Place has been fully utilised in the purchase of new market stalls.
- 2.13 The Town Council were therefore concerned that there would be a requirement for repairs to Newark Market Place both in short and medium term but no funding with which to carry this out.
- 2.14 It has accordingly been agreed that the District Council will transfer an additional sum of £32,000 to the Town Council expressly for repair costs in respect of the Market Place. This will fund approximately forty percent of the cost of undertaking both urgent and non-urgent repairs required to the Market Place.
- 2.15 The Town Council also had concerns about the Market Charter which is held by the District Council and enables action to be taken, in certain circumstances to protect the market from competition from rival markets within a six and two thirds miles radius of Newark Town centre.
- 2.16 The Town Council wanted some assurance that the District Council would exercise its rights to protect Newark market and would not seek itself to establish a rival market within the Town.
- 2.17 The revised agreement therefore includes a provision that the District Council will not hold any additional rival markets within the Town boundary other than those which already exist (for example the Wednesday auction on the Arena Car Park and the Sunday Car Boot Sales on the Lorry Park).

- 2.18 The agreement also provides that the District Council will, when requested by the Town Council to do so, where appropriate and where there are substantive grounds to do so, enforce its Charter Rights to protect the operation of Newark market subject to a full indemnity from the Town Council as to its costs in so doing.
- 2.19 The original agreement enabled the District Council to surrender its leases of the Town Hall and Car Parks & Markets Offices without penalty. The Town Council wished for there to be some dialogue with the District Council before agreeing to accept such a surrender.
- 2.20 The revised agreement accordingly now provides that any such surrender will follow a discussion with the Town Council as to the District Council's intentions for the future delivery of these services.
- 2.21 Whilst the majority of public toilets within Newark will transfer to Newark Town Council the District Council has retained the toilets at the Gilstrap and at Sconce Park.
- 2.22 These are currently operated and managed under a Service Level Agreement with the Town Council and the Town Council has also asked that a clause be included in the devolution package providing that the District Council will continue to enter into arrangements with the Town Council for a twenty four month period from 1st April 2015 for the management and operation of these public toilets.
- 2.23 If the District Council wish to terminate the agreement after that period they will be required to give the Town Council six months notice.
- 2.24 As the Town Council will be operating and managing the other public toilet facilities within Newark it seems prudent in any event that the existing arrangements should be continued.
- 2.25 It is still intended that the transfer of responsibility for the package of services and assets will be 1st April 2015.
- 2.26 Apart from the changes highlighted above the devolution package remains essentially unchanged from that presented to Members of the Policy & Finance Committee on 4th December 2014.
- 2.27 It is considered that it remains in line with the overall principles agreed by the Policy and Finance Committee on 4th December 2014 as, whilst the Grant Payments from the District to the Town Council have been reprofiled, they remain within the overall financial parameters previously agreed and could potentially reduce in the event of the council tax based growing more quickly than anticipated.
- 2.28 Apart from the areas highlighted above the terms of the devolution package, as detailed in the earlier report to members, remain unchanged.
- 2.29 The revised proposals were considered and approved by Newark Town Council at its meeting on 18th February 2015.
- 2.30 The revised proposals were considered by the Chief Executive in consultation with the Chairman and Opposition Spokesperson of the Policy and Finance Committee and, in accordance with the delegated authority given at the Policy and Finance Committee on 4th December 2014, the revised proposals have been accepted on behalf of the District Council.

2.31 Work is now ongoing to ensure that there is a smooth transition of services and assets on 1st April 2015.

3.0 RECOMMENDATION

That the report be noted.

Reason for Recommendation

To update Members on the devolution package agreed between the District Council and Newark Town Council.

Background Papers

Nil.

For further information please contact Kirsty Cole on Ext 5210

Kirsty Cole
Deputy Chief Executive

HEADS OF AGREEMENT

DEVOLUTION OF SERVICES AND ASSETS FROM NEWARK & SHERWOOD DISTRICT COUNCIL TO NEWARK TOWN COUNCIL

1.0 PARTIES

1.1 Newark & Sherwood District Council (“the District Council”) and Newark Town Council (“the Town Council”).

2.0 PURPOSE

2.1 The purpose of the Agreement is to devolve a range of services and assets from the District Council to the Town Council.

3.0 OBJECTIVES OF THE DEVOLUTION PACKAGE

3.1 The main objective of the devolution package is to give the Town Council greater autonomy and powers in the strategic operation and management of certain services and facilities within the parish of Newark, thereby giving the Town Council a stronger voice and responsibility in respect of its local area.

3.2 The devolution package to the Town Council will form part of a wider devolution programme of a range of services and facilities to other larger town and parish councils within the district including Southwell Town Council and Ollerton Town Council.

4.0 CONSEQUENCES TO THE DISTRICT COUNCIL

4.1 The District Council, in common with other principal councils, is reducing its expenditure in the face of reductions in government grant. The District Council wishes, as a consequence of the devolution package to the Town Council, to deliver a net annual saving of approximately £260,000 to the District Council averaged over the 20 year period of this Agreement and calculated with reference to the revenue spend currently shown in the District Council’s approved budget for 2014/15.

5.0 NATURE OF THE DEVOLUTION PACKAGE

5.1 The package of services and assets to be transferred will include a mixture of assets which carry an ongoing maintenance liability (for example parks and open spaces) and those which generate income (for example kiosk adjacent to London Road toilets and kiosk adjacent to Arena toilets). The District Council will also provide an income stream through a grant payment to the Town Council (“the Grant Payment”) which will assist the Town Council in meeting the costs of maintaining the said services and assets. This sum will be adjusted or other appropriate financial arrangements made in the event of other services of assets being transferred in the future.

5.2 The total annual cost to the Town Council of the transferred services and assets including operational and management costs has been calculated as £449,000. The annual Grant Payment to be made by Newark & Sherwood District Council to the Town Council has been calculated in accordance with the figures set out in the attached Schedule. For the avoidance of doubt the calculations assume a 1% annual increase in the Town Council's Band D Council Tax charge year on year throughout the currency of this Agreement. These payments will be made annually for a period of twenty years, during which period projections of housing growth will enable the Town Council's precept to grow significantly.

The amount of the Grant Payment payable in each year will be reviewed on an annual basis, in October of each year, having regard to the Town Council's Council Tax Base for the following financial year. The Grant Payment shown in Schedule 1 for a particular year will be adjusted upwards or downwards to reflect the difference between the actual Council Tax Base for that year, compared to the estimated Council Tax Base as set out in Schedule 1. The grant adjustment will be then calculated using the formula below:

$$(A-B) \times C$$

Where A = Estimated Council Tax Base for year Y as set out in Schedule 1
B = Actual Council Tax Base for year Y as calculated in September in previous financial year
C = Band D Council Tax Charge for Newark Town Council for year Y as set out in Schedule 1

Notwithstanding the above the overall payment by the District Council to the Town Council over the initial 20 year period shall not exceed the sum of £3.78m but may be a lesser sum in the event of the Council Tax Base being greater than that set out in Schedule 1.

5.3 In the event that the Council Tax Base at the end of the initial 20 year period is less than the estimated Council Tax Base as set out in Schedule 1; the District Council will continue to make an annual Grant Payment. This will be calculated as the difference between the actual Council Tax Base in year 21 compared to the estimated Council Tax Base as set out in Schedule 1 for year 20. This difference will be multiplied by the estimated Band D Council Tax Charge for the Town Council in year 21 onward using the estimated Band D Charge for year 20 plus an assumed annual increase of 1%. This formula will continue to be used until the Council Tax Base as set out in Schedule 1 for year 20 is achieved at which point Grant Payments from the District Council to the Town Council will cease.

5.4 Notwithstanding clauses 5.2 and 5.3 above, the Grant Payment may be adjusted or other appropriate financial arrangements made in the event of agreement to transfer other services or assets in the future.

5.5 The parties agree that the sums set out in paragraph 5.2 may be adjusted after the expiry of an initial 12 month period in the event that there have been any significant miscalculations which may have prejudiced either party.

- 5.6 In making the Grant Payment to the Town Council, the District Council recognises that it is retaining all Car Park income generated from those car parks under its control and management within the Parish of Newark.
- 5.7 Should there be a change so fundamental in local government structure or legislation such as to render this agreement or any part thereof unenforceable, the parties or their successor authorities shall agree the best equivalent to the terms set out in this agreement or failing the parties reaching an agreement as to the way forward, the parties agree to submit to arbitration with a view to reaching a solution which best reflects the methodology set out in clauses 5.2 and 5.3 ante.
- 5.8 The package will include the transfer of appropriate sums, set out in Schedule 2, from the District Council to the Town Council which are held in the District Council's reserves including sums held by way of commuted payments for ongoing maintenance of open spaces and play areas on private estates and monies held in repairs and renewals accounts for assets which will transfer to the Town Council. In addition the District Council will transfer to the Town Council the sum of £32,000, to be held by the Town Council in a Repairs & Renewals Fund to meet the cost repairs required to Newark Market Place.
- 5.9 The District Council will transfer to the Town Council all Section 106 monies held expressly for the benefit of the assets and services to be transferred as set out in Schedule 2 to this agreement. The District Council further undertakes to review all monies held under Section 106 Agreements relating to the Parish of Newark in order to determine whether any additional sums should transfer to the Town Council as consequence of this agreement. Following the completion of such review the District Council will consult with the Town Council on its recommendations prior to reaching a conclusion as to which additional monies, if any, should transfer to the Town Council.
- 5.10 The District Council recognises through this agreement that the Town Council has the discretion to maximise income generation, cease to provide services, or resolve to provide services to a lower or different standard than that currently provided.
- 5.11 In addition, where property or assets are transferred to the Town Council, unless express covenants, conditions, prohibitions or restrictions are attached, they may choose to dispose of those assets by way of a leasehold disposal to generate an additional income stream or by way of freehold disposal to generate a capital receipt subject to any such net capital receipt so generated by a lease of 7 years or more or freehold disposal being shared as to 50% to the District Council and 50% to the Town Council such provision to apply for a period of 80 years. Other than with the express consent of the District Council, the Town Council shall be under an obligation to obtain best value in any disposal.

6.0 SERVICES AND ASSETS TO BE TRANSFERRED

- 6.1 The package of assets and services to be transferred to the Town Council will include the following:-

- (i) A leasehold interest in Newark Market Place as set out in clause 8 of this agreement
 - (ii) Those parks and open spaces within the parish of Newark as are specified in clause 9 of this Agreement
 - (iii) Those environment improvement sites as are set out in clause 10 of this Agreement including such interest as the District Council holds in the Riverside Walk but, for the avoidance of doubt, excluding the Millennium Bridge
 - (iv) Those open spaces on private estates detailed in clause 11 of this Agreement
 - (v) The freehold or leasehold transfer of all public toilets owned or leased by the District Council within the parish of Newark as set out in clause 13 of this Agreement including the adjoining kiosks at the London Road toilets and the Arena toilets.
- 6.2 The package currently excludes the Bridge Community Centre pending negotiations as to its potential disposal to St Leonard's Church and excludes Hawtonville Community Centre pending the conclusion of the Hawtonville Neighbourhood Study. However, the parties agree that further discussions will take place regarding their potential transfer to the Town Council should an alternative route not be identified.
- 6.3 The package will include the transfer from the District Council to the Town Council of all fixed and moveable assets used exclusively in respect of the services or land and buildings to be transferred, including fixed electricity boxes, litter bins, benches, life belts, market stalls, market sheets, market trollies and other market equipment to be agreed as detailed in Schedule 3 to this Agreement.
- 6.4 The parties will agree an overall valuation for the said assets and this will be reflected in the overall package. However, for the avoidance of doubt, there shall be no direct payment from the Town Council to the District Council in respect of the said assets.
- 6.5 The Town Council will be responsible for the ongoing maintenance and repair of the said fixed and moveable assets and the District Council agrees to transfer the benefit of any maintenance agreements in respect thereof (subject to consent for such transfer being first obtained and given).
- 6.6 For the avoidance of doubt the transfer will not include any CCTV equipment or wi-fi apparatus. The District Council shall be entitled to retain the said equipment including cameras and poles on the relevant land or premises in perpetuity at no cost and further shall have uninterrupted rights to enter the land with or without vehicles and equipment to maintain, repair or replace the same.

7.0 REVIEW OF DEVOLUTION PACKAGE

- 7.1 Both parties agree to undertake a review of the devolution package within a period of eighteen months after the initial transfers are effected on 1st April 2015 and thereafter on an annual basis.
- 7.2 In particular, but not exclusively, the annual review will include exploring the potential to transfer additional services and/or assets and opportunities to deliver services in a more effective and integrated manner.

- 7.3 In particular the parties will consider the potential transfer of car parks and street furniture and other services or assets.
- 7.4 In the event of such further transfers being agreed, the terms of this agreement, including the Grant Payment by the District Council to the Town Council will be renegotiated (clauses 5.2 and 5.3 refers).
- 7.5 The parties will also give detailed consideration to the staffing implications should such further transfers be effected.
- 7.6 In the event of any changes to the devolution package being agreed by the parties, there shall be a minimum of 6 months notice before such changes take effect.

8.0 NEWARK MARKET PLACE

- 8.1 The District Council will grant a 99 year lease to the Town Council for the exclusive use of the Newark Market Place (as defined on the attached plan) to include the holding of markets and other events and activities.
- 8.2 The District Council will not seek to impose any restrictions on the Town Council as to the use of the Market Place during the currency of the lease.
- 8.3 The market will be operated through a service level agreement with the District Council for an initial 2 year term at a price of £110,370 in the first year, reducing by 5% in the second year. In the event that the Town Council wish to terminate the Agreement after the initial 2 year term they shall first be required to give a minimum of 6 months notice.
- 8.4 The Town Council will also enter into a Service Level Agreement with the District Council for an initial 12 month period for the removal of trade waste and cleansing of Newark Market Place at a price of £100,000. In the event that the Town Council wish to terminate the Service Level Agreement at the expiry of the initial period, they shall first be required to give a minimum of 6 months notice.
- 8.5 The lease of Newark Market Place to the Town Council will be a full repairing lease.
- 8.6 The District Council and Town Council will agree a schedule of condition of the Market Place prior to the commencement of the lease to the Town Council.
- 8.7 The District Council will grant the Town Council such rights as are necessary and appropriate to hold markets and fairs under its Market Charter (such rights also to relate, where appropriate, to any other property to be transferred in addition to the Market Place).
- 8.8 Whilst the District Council will retain the rights held under its Market Charter, it undertakes that it will not in the future hold any additional rival market within the Parish of Newark. For the avoidance of doubt this excludes those which are already held by the District Council within the Parish of Newark including the Cattle Market, the Wednesday Auction and Car Boot sales held at the Cattle Market Car Park. Where requested by the Town Council to do so, where appropriate and where there are substantive grounds to do so the District Council will seek to enforce its Charter Rights to protect the operation of Newark Market subject to full indemnity from the Town Council as to costs.

9.0 PARKS AND OPEN SPACES

- 9.1 The District Council will transfer to the Town Council the freehold interest (or such lesser interest as it may hold) in the following parks and open spaces:-

Riverside Park
Tolney Lane Play Area
Arena Play Area
Beaumont Gardens including bowls pavilion but excluding the library
Friary Gardens
Fountain Gardens
Sherwood Avenue Park East – Bowls Club including bowls pavilion, tennis courts and car park (subject to a lease dated 6 October 2006 between the District Council and Newark Northern Bowls Club)
Sherwood Avenue Park West – including skate park, play area and multi-use games area

- 9.2 There will be no covenants, prohibitions or restrictions on the transfers other than those to which the relevant titles are already subject save that in the event of the Town Council disposing of any of the said assets, the net proceeds from any disposal shall be distributed as to 50% to the District Council and 50% to the Town Council for a period of 80 years from the date of the transfer.

- 9.3 A disposal shall be deemed to be a freehold disposal or a leasehold disposal for a term of 7 years or more.

- 9.4 Unless expressly agreed by the parties, the Town Council shall be required to obtain best value for any qualifying disposal.

10.0 ENVIRONMENTAL IMPROVEMENT SITES

- 10.1 The District Council shall transfer to the Town Council such interest as it holds in the following sites:

Riverside Walk to rear of 22-32 Castlegate (*NOTE: this includes a small area of unregistered land shown edged blue on the relevant plan which is not in the district councils ownership*)

Riverside Walk from the end of Town Wharf to Water Lane (*NOTE: this is in 3 separate ownerships, the District Councils ownership is shown edged red on the relevant plan, Nottinghamshire County Council's ownership is shown edged green and Portland Homes and Field Estate companies split ownership is shown edged in blue*)

Riverside Walk Cow Lane (this extends from Cow Lane to a point near to Trent Lane). The transfer of this parcel of land will reserve a right for the Council and its successors in title to obtain access over the land to maintain the Millennium Bridge and a right to undertake any necessary works on the land in connection with the repair, refurbishment and general maintenance of the bridge including repairing supporting structures on the land transferred to the Town Council (*NOTE: this parcel of land includes The Riverside Walk but expressly excludes the land to the rear of 65 Northgate*)

Otter Park Millgate and road and yard adjacent thereto subject to the reservation of a right on the part of the Council to erect appropriate signage in relation to the civil war trail with the prior agreement of the Town Council.

Railway Walk Beacon Hill to Clay Lane (*NOTE: this includes a small area of unregistered land which is not in the District Councils ownership*)

Land on the south side of Clay Lane

Albert Street / Portland Street bedding scheme

Shrub beds at junction of Hawton Road, Windsor Road and Boundary Road

Footpath link (including steps) from Beacon Hill Road to Stanley Terrace (*NOTE: this includes a small area of unregistered land which is not in the District Councils ownership*)

For the avoidance of doubt the package excludes any part of the Town Wharf and mooring rights attached to the Barge.

- 10.2 The said transfers shall include all fishing and mooring rights (if any) attaching to the land to be transferred.
- 10.3 In respect of those sections of the Riverside Walk in which the District Council does not have a freehold or leasehold interest but which form an integral part of the Riverside Walk the Town Council shall be under an obligation to maintain the same as if a freehold interest had been transferred unless prevented by the freehold owner from doing so.
- 10.4 Subject to negotiations with the landowner, if identified, the Town Council will maintain Beastmarket Hill roundabout and the adjacent bedding scheme. (The title to Beastmarket Hill roundabout is unregistered and ownership is currently unknown)
- 10.5 For the avoidance of doubt the transfer does not include the Millennium Bridge.
- 10.6 The Town Council shall have absolute discretion as to the standard of repair and maintenance of the said environmental improvement sites.

11.0 OPEN SPACE ON PRIVATE ESTATES

- 11.1 The package will include the transfer of such interest as the District Council holds in the following open spaces and play areas located on private estates:-

Broughton Drive amenity open space

College Close amenity open space and play area (2 areas)

Farndon Road – the Ivies (2 areas)

Farndon Road – De Havilland Way

Newbury Road Estate amenity open space, roundabout, verges and play areas (excluding part as shown edged purple which will be retained in the ownership of the District Council) NOTE: the devolution package includes areas of land at Newbury Road Estate which are not in the District Council's ownership but which are currently maintained by it. The commuted payment received from the developer included these areas although the land was not formally transferred to the District Council by the developer (these areas are shown edged in blue)

Autumn Croft Road Estate – amenity open space, play area and path adjacent to Phillipott Close

Hounsfield Close open space
Hine Avenue
Ringrose Close open space
Pine Close open space
Wheatsheaf Avenue – amenity open spaces and play areas (2 areas)
John Pope Way open space
Barnby Road Community Park

- 11.2 The District Council will not impose any covenants, restrictions or prohibitions on the said transfers other than those to which the respective titles are subject save that in the event of any disposal of any of the assets by the Town Council, the net proceeds of such disposal shall be distributed as to 50% to the District Council and 50% to the Town Council for a period of 80 years.
- 11.3 A disposal shall be deemed to be a freehold disposal or a leasehold disposal for a term of 7 years or more.
- 11.4 Unless expressly agreed by the parties, the Town Council shall be required to obtain best value for any qualifying disposal.
- 11.5 In addition to the above, the Town Council will maintain the remainder of the open space at Newbury Road Estate which is retained in the ownership of the District Council, at its expense, until such time as it is redeveloped by the District Council. In consideration of the Town Council assuming such maintenance liability, the District Council will transfer the whole of the commuted payment in respect of the same to the Town Council. In the event of any open space provision being required as a consequence of the redevelopment of the land, this will be transferred to the Town Council by the District Council following completion of the redevelopment of the land.

12.0 MAINTENANCE OF PARKS OPEN SPACES AND ENVIRONMENTAL IMPROVEMENT SITES

- 12.1 For an initial period of 3 years from the date of the transfer of assets set out in clause 9, 10 and 11 ante, the Town Council will enter into a service level agreement with the District Council for the maintenance of the said assets to the current specification at a price of £189,000 in the first year, reducing by 5% per annum in the two subsequent years. Should the Town Council wish to vary the specification after the first year this would be subject to agreement between the parties to vary the price and specification and subject to a minimum of 6 months prior notice in respect of a reduction in the level of maintenance. Should the Town Council wish to terminate the Service Level Agreement at the expiry of the initial 3 year term, it shall be required to have first given the District Council a minimum of 6 months notice of such termination.

13.0 PUBLIC TOILETS

- 13.1 The District Council will transfer the freehold of the London Road toilets and adjoining retail unit to the Town Council.

- 13.2 The District Council will not impose any covenants, restrictions or prohibitions in the transfer set out in clauses 13.1 above save that in the event that the Town Council resolves to close and dispose of the said public toilets or enter into a freehold disposal of the retail unit, the net proceeds of disposal shall be distributed as to 50% to the District Council and 50% to the Town Council.
- 13.3 The District Council will transfer a leasehold interest in the Arena car park toilets and adjoining retail unit to the Town Council for a term of 25 years.
- 13.4 For the avoidance of doubt, clause 13.2 shall not apply to any rental income deriving to the Town Council in respect of the retail units adjacent to the London Road toilets (or, for the avoidance of doubt, the Arena toilets) which shall be retained by the Town Council as part of the overall package.
- 13.5 Subject to receiving the appropriate consents from the Landlord, the District Council will assign its leasehold interest in the St Mark's Toilets to the Town Council subject only to the terms of the said lease.
- 13.6 The District Council will enter into a Service Level Agreement with the Town Council for an initial 24 month period for the management and operation of the public toilets at the Gilstrap and Sconce Park at a price of £41,170 per annum. In the event that the District Council wish to terminate the Service Level Agreement at the expiry of the initial period, they shall first be required to give a minimum of 6 months' notice.

14.0 BACK OFFICE SERVICES

- 14.1 A Service Level Agreement may be entered into between the parties for the provision by the District Council to the Town Council of back office services associated with the assets and services to be transferred in particular asset management.

15.0 MISCELLANEOUS

- 15.1 As part of the agreed package the Town Council will maintain all District Council planters (as listed in Schedule 4) within the parish of Newark at its sole expense excluding those held by the Council in its housing revenue account.

16.0 DESCRIPTION OF ASSETS TO BE TRANSFERRED

- 16.1 Schedule 5 includes a list and plans of the parks, open spaces, environmental improvement sites, open spaces on private estates, public toilets and kiosks to be transferred by the District Council to the Town Council.

17.0 FINANCIAL AND OTHER INFORMATION

- 17.1 The District Council and the Town Council will provide each other with such detailed financial information and other information as may be required in order that the transfer of assets, services and payments can be made.

18.0 FUTURE TRANSFER OF ASSETS

18.1 Lincoln Road Playing Fields and the Bridge Community Centre Playing Field have currently been excluded from the package pending a review of the recommendations from the Bridge Ward Neighbourhood Study. It is the intention of the District Council that part of the site will be developed for residential purposes with a proportion of the sale proceeds being applied towards environmental improvements in the Bridge Ward and enhancement of the area of open space/playing field to be retained as public open space. The Town Council agrees that on completion of such a review it will accept a transfer from the District Council of the Lincoln Road Playing Fields subject to an agreed percentage of the proceeds of any disposal of the remainder of the land being transferred by the District Council to the Town Council in respect of future maintenance.

18.2 For the avoidance of doubt the said transfer will include the Lincoln Road Pavilion.

19.0 FUTURE OPEN SPACE PROVISION

19.1 Where further open space provision comes forward within the parish of Newark, principally through residential development schemes, the District Council will consult with the Town Council to clarify whether it wishes to take on responsibility for its future ownership and maintenance.

19.2 The Town Council agrees that it will accept a freehold transfer from the developer of any strategic open space provision within the parish of Newark subject to receipt of a commuted payment from the developer in respect of future maintenance.

20.0 TOWN HALL OFFICES AND MARKETS AND CAR PARKS OFFICE

20.1 As part of the agreed package the Town Council agrees to accept a surrender of the leases of the Town Hall offices and/or markets and car parks office from the District Council if the District Council, at any time prior to the expiry of the said lease terms, wishes to vacate the said premises. The Town Council shall not require any payment from the District Council for the said surrender. Any such surrender will follow a discussion with the Town Council as to the District Council's intentions for the future delivery of those services.

21.0 DATE OF TRANSFER

21.1 Both parties agree to use their best endeavours to secure the devolution of the package of services and functions as described in this Agreement to Newark Town Council on 1 April 2015.

SIGNED by
On behalf of NEWARK & SHERWOOD DISTRICT COUNCIL

SIGNED by
On behalf of NEWARK TOWN COUNCIL

Dated

DRAFT

Schedule One

Grant Payments by District Council

Financial Year	Tax Base increase by 0.8% per year plus new growth	Band D Charge – increased by 1% each year	Grant Payment
2015 – 2016	£7,798.43	£103.86	£239,000
2016 – 2017	£8,007.82	£104.90	£229,000
2017 – 2018	£8,266.88	£105.95	£219,000
2018 – 2019	£8,670.02	£107.01	£209,000
2019 – 2020	£9,082.38	£108.08	£199,000
2020 – 2021	£9,426.03	£109.16	£199,000
2021 – 2022	£9,841.44	£110.25	£199,000
2022 – 2023	£10,264.17	£111.35	£189,000
2023 – 2024	£10,734.29	£112.47	£189,000
2024 – 2025	£11,225.16	£113.59	£189,000
2025 – 2026	£11,671.96	£114.73	£189,000
2026 – 2027	£12,036.34	£115.87	£189,000
2027 – 2028	£12,364.63	£117.03	£189,000
2028 – 2029	£12,695.55	£118.20	£179,000
2029 – 2030	£12,952.11	£119.38	£179,000
2030 – 2031	£13,132.73	£120.58	£179,000
2031 – 2032	£13,237.79	£121.78	£169,000
2032 - 2033	£13,343.69	£123.00	£159,000
2033 – 2034	£13,450.44	£124.23	£149,000
2034 – 2035	£13,558.04	£125.47	£139,000

NOTE: - the Grant Payments set out above are indicative only. The actual Grant Payment for each year may be adjusted upwards or downwards and will be calculated using the formula set out in clause 5.2.

Schedule Two

Repairs and Renewals pots to be transferred:-

Repairs & Renewals to be Transferred

Public Conveniences	General repairs and redecoration	900
Parks & Playing Fields	Footpath & Paving repairs	4,030
Parks & Playing Fields	Replace Play Equipment	4,495
Parks & Playing Fields	Seats & bins repair/repaint	620
Parks & Playing Fields	Tree Works & Inspections	1,240
Parks & Playing Fields	Landscape Renewals	1,860
Sherwood Ave Amenity Area	Sign Renewal	371
Sherwood Ave Amenity Area	Play Equipment Repairs	1,600
Sherwood Ave Amenity Area	Replace Play Surface/Wall - Kickabout	4,330
Sherwood Ave Amenity Area	Play Equipment Repairs	1,100
Private Estates	Play Area Repairs	2,900
Private Estates	Landscape Refurbishment	2,320
		25,766

Section 106 contributions and commuted payments to be transferred:

Development

NSDC Site

Newark Shelton Avenue (Pevenil)	Broughton Drive amenity open space	539
Grange Road	College close play area	38,075
Newark-Farndon Rd, Garrard & Allen The Ivies	Farndon Road - The Ivies open space	197
Farndon Road Newark (H Boot) maintenance	Farndon Road - De Havilland Way open space	5,551
Beacon Hill part year only	Newbury Road estate - amenity open space & Play area	114,463
New Millar Homes	Autumn Croft Road Estate - amenity, POS & play area	55,000
Lincoln Road Newark - Barratt - Castlefields	Wheatsheaf Avenue- amenity open space and play area	3,387
Newark Stephen/Winthorpe Rd (Wilcon)(POS)	John Pope way open space	1,687
Newark Stephen/Winthorpe Rd (Wilcon)(POS)	John Pope way open space	311
Barnby Road	Barnby Road Open Space	27,033
	TOTAL RELATING TO DEVOLVED ASSETS	246,242

OTHER S106 FUNDING

Beacon Hill - Newbury Rd estate	Planned Maintenance	53,845
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TOTAL TO BE TRANSFERRED TO NEWARK TOWN COUNCIL

325,854

Schedule Three

A) Assets to transfer with Newark Market Place

Description	No:	Model	Price	
Weights	20		£20	£400
Vitabrae Stalls	4		£250	£1,000
Umbrellas and Stands	6		£200	£1,200
Zapp Stalls	161		£300	£48,300
Static Stalls	8			£4,000
New Market Sheets	3		£500	£1,500
Canvas Top Stalls	5		£200	£1,000
Stall Boards	135		£20	£2,700
240v Cables	Various			£1,000
110v lighting catinaries	Various			£750
Waterpump, bear post/ trough				£500
New Trestles	200			£2,200
Old Trestles	580		£5	£2,900
Electricity Hubs	3			£13,000
Market Barrow	4			£600
Maccs Database				£6,000
Cash Safe	1			£2,000
Lighting Columns	16			£8,000
Market transformers etc				£1,000
Promotional flags	4		£50	£200
Drainage channel covers	353		£15	£5,295
Containers at lorry park	3		£700	£2,100
Wins speed monitor	1			£500
Stall canopy gutters	100		£5	£500
Bungee ties				£100
Ground anchor pins	600		£7	£4,200
Electricity Hub posts	5		£100	£500
				£111,445

Schedule Three

B) Assets to transfer with parks, open spaces, environmental improvement sites and open space on private estates

Description	No:	Age	Replacement Value	Total Value
Entrance signs	13	11no – 10+yrs, 1no – 3yrs, 1no – 2yrs	£1,000 per sign	£2,120
Information signs - cabinet	2	1no – 2yrs, 1no – 1yr	£1,000 per sign	£1,500
Information signs – plain	2	1no – 5+yrs, 1no – 2yrs	£500/£150 per sign	£620
Play area signs	20	Various – 2yrs – 10+yrs	£500 per sign	£1,440
Sponsorship signs	50	3no – 10+yrs, 2no – 5yrs	£300 per sign	£150
Seats	43	2yrs – 10+yrs	£600 per seat	£4,230
Benches	5	2yrs – 10+yrs	£300 per bench	£570
Picnic benches	9	1yr – 10+yrs	£400 per bench	£1,740
Litter bins	43	2ys – 10+yrs	£350 per bin	£4,085
Dog bins	19	5yrs – 10+yrs	£250 per bin	£600
Recycling bins	1	4yrs	£600 per bin	£360
Play equipment – Riverside Park arena	11no items	10+yrs	Total £100,000	£5,000
Play equipment –Tolney Lane play area	6no items	4yrs	Total £40,000	£12,000
Play equipment – Sherwood Avenue Park	9no items	10+yrs	Total £60,000	£3,000
Play equipment – Barnby Road Park	7no items	2yrs	Total £40,000	£16,000
Play equipment – College Close open space	5no items	4yrs	Total £20,000	£6,000
Play equipment – Autumn Croft Rd open space	5no items	6yrs	Total £40,000	£8,000
Play equipment – Newbury Rd open space	4no items	8yrs	Total £25,000	£2,500
Play equipment – Wheatsheaf Ave open space	6no items	10+yrs	Total £40,000	£2,000
Skatepark equipment – Sherwood Avenue Park	6no items	10+yrs and 6yrs	Total £50,000	£5,650
Street lights	9	10+yrs	£2,000 per column	£1,200
Public art features	3	10+yrs	Total 50,000	£18,000
Floodlights	16	10+yrs and 8rs	Total £60,000	£5,000
Ticket machine	1	8yrs	£1,000	£200
Lifebelt stations	12	10+yrs	£250 per station	£300
Sherwood Avenue Park pavilion	1	10yrs	£200,000	£75,000
Beaumont Gardens pavilion	1	10+yrs (refurb)		£30,000
			Total	£207,265

Schedule Three

C) Assets to transfer with public toilets and kiosks

St Marks – Disabled hoist and flat screen monitor

DRAFT

Schedule Four

Planters to be maintained by Newark Town Council

2 concrete planters at the side of the Palace Theatre

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Schedule Five

Assets to be Transferred to Newark Town Council

Parks and Open Spaces

Riverside Park
Tolney Lane Play Area
Arena Play Area
Beaumont Gardens including bowls pavilion but excluding the library
Friary Gardens
Fountain Gardens
Sherwood Avenue Park East – bowls club including bowls pavilion, tennis courts and car park (subject to a lease to Northern Bowls Club dated)
Sherwood Avenue Park West – including skate park, play area and multi-use games area

Environmental Improvement Sites

Riverside Walk to rear of 22-32 Castlegate
Riverside Walk from the end of Town Wharf to Water Lane
Riverside Walk Cow Lane
Otter Park Millgate and road and yard adjacent thereto
Railway Walk Beacon Hill to Clay Lane
Land on south side of Clay Lane
Albert Street / Portland Street bedding scheme
Shrub beds at junction of Hawton Road, Windsor Road and Boundary Road
Footpath link from Beacon Hill Road to Stanley Terrace

NOTE: The package includes sections of the Riverside Walk which are not in the ownership of the District Council as detailed in clause 10.1 of the Agreement and Beastmarket Hill roundabout and adjacent bedding scheme whose ownership is currently unknown.

Open Space on Private Estates

Broughton Drive amenity open space
College Close amenity open space and play area
Farndon Road – the Ivies (2 areas)
Farndon Road – De Havilland Way
Newbury Road Estate amenity open space, roundabout, verges and play areas (excluding part)
Autumn Croft Road Estate – amenity open space, play area and path adjacent to Phillipott Close
Hounsfild Close open space
Hine Avenue
Ringrose Close open space
Pine Close open space
Wheatsheaf Avenue – amenity open spaces and 2 play areas
John Pope Way open space
Barnby Road Community Park

NOTE: the whole of the Newbury Road open space will be maintained by the Town Council under the terms of this package but part will be retained in the ownership of the District Council.

PUBLIC TOILETS

London Road toilets and adjoining retail unit

Arena car park toilets and adjoining retail unit (25 year lease)

St Mark's toilets (assignment of leasehold interest)

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