

Ide Parish Council

Pynes Community Orchard Working Group

Minutes of a remote meeting held on Monday 22 February 2021 at 6.00 pm on Zoom under Covid-19 restrictions

1. Present:

Peter Cloke (chair), Trevor Gardner, Jess Paine, Nick Bradley, Richard Sharman, Phil Willcock, Andy Bragg and Julian Perrett.

2. Apologies: Mel Liversage.

3. The **minutes** of the meeting held 3 March 2020, now posted on the website, were approved.

4. Update since last meeting

4.1 **The chairman and NB** explained that the possessory title claim to the railway strip, and more recently uncertainty about the water supply to the Orchard, had delayed the process of finalising the Option Agreement. These factors, combined with the pandemic, had resulted in no meeting of the group for 11 months.

4.2 The **two volunteer mornings** for 22 March and 26 April 2020 had been called off due to Covid-19 lockdown.

4.3 **A foul drain leak** became evident halfway up the hill in the Orchard, about 20 metres in from the eastern boundary, in November. PC and AB alerted South West Water, who attended on site the following week to repair the drain at their expense. No further leakage has been observed.

4.4 **Possessory title claim.** NB reported that the possessory title claim to the railway strip was now fully resolved in Pete Bishop's favour. Our original undertaking to buy just the Orchard, and no more, will therefore stand without further boundary complications. Pete Bishop had made a statement to Ide Parish Council's March 2020 meeting as proposed, declaring his interest and explaining his position. He and his mother now own the strip with absolute title.

5. **Water supply.** NB reported that the Church Commissioners intend to separate, at their expense, the water supply to the trough in the Orchard from its current shared pipe to other fields to the west. Failing that, we have agreed a fall back solution to fit a meter to the trough and pay for the water we use.

[\(Update post meeting: on 25 Feb 2021 the CCs' agent confirmed that they have instructed engineers to begin work installing a new mains water connection to the orchard trough at their expense\).](#)

6. Progress on the Option to Purchase Agreement.

6.1 NB reported that all the outstanding issues on the Transfer and Agreement had now been agreed. These relate to permitted uses, overage conditions, mineral rights, boundaries, vacant possession, insurance, fees and costs and the water supply.

In May 2020 NB had invited David Howe of Michelmores law firm to join us as the project's solicitor. He very kindly agreed. And he has and is providing expert, extraordinarily prompt, and wise advice pro bono, in acting for us. We are extremely grateful to him, since it would have been impossible to proceed in what have turned out to be complex and protracted negotiations with the Commissioners' solicitors at Farrer & Co without his help.

6.2 Farrer's are treating the Option Agreements for the Orchard and the Meadow as one job, since many of the issues are common to both. This means that we are likely to receive final versions of both documents at the same time. There had been a stage where we might have been one, even two years ahead of Weir Meadow. But now we have the opportunity to launch our fund raising effort on both projects at the same time. See below.

ACTION: NB liaise with CCs to expedite Option Agreement.

ACTION: DH continue liaison with Farrer's.

7. Fund raising strategy and joint fund raising group.

7.1 NB reported that the Weir Meadow group had proposed at its meeting 2 weeks ago that it now made sense, given the two Option Agreements are being dealt with together, to embark on the fund raising phase by combining the talents and efforts of the Meadow and the Orchard groups together in a single **Joint Fund Raising Group**. This would allow for co-ordination of grant applications, getting the best from the people and resources available, avoid confusion or duplication, and make a clearer "shop window" when approaching donors.

7.2 The group discussed the "**Joint Fund Raising Strategy v4**" document circulated to members, drafted by TG & NB, which includes the idea of a joint fund raising group.

7.3 We discussed the need to proceed with **delicacy and precision** when approaching external and local potential benefactors. In particular not to make a pitch before we are ready with facts and materials.

7.4. JP was concerned that the strategy did not include the raising of funds for the **whole of the eventual Weir Meadow development** (with MUGA, Playground and BMX track), and that residents might not understand that. Members discussed this point. NB's and TG's reason for the approach taken was that the priority must be to acquire the land without which nothing can happen; that the Weir Meadow prospectus is clearly for a Phased project; that our time for the initial phases is limited, by planning permission and option agreement; that to design, plan and seek planning permission for the full project would cost much more in time and money than we had available, and risk losing the land; and that by the time we buy the land, finish the initial works and are ready to proceed to the next phases, the community may want to refine its ambitions, as that will be several years hence.

Agreed that prospectuses and fund raising efforts must be continually alert to reminding and explaining to residents the **phased nature** of the project.

7.5 TG suggested we will need a condensed initial brochure for the public appeal, to be followed up by the more detailed prospectus. **Agreed.**

7.6 Agreed we will add an **addendum** to the strategy setting out a time line for the joint group, and the items to go on the agenda for its first meeting.

7.7 We discussed the pros and cons of keeping the **prospectuses separate** or combining them. Simplicity and cost were the main benefits of combining. TG and NB both advised that large donors will read and understand detailed prospectuses. The projects are significantly different in character and purpose, and that will allow us to target different bodies and trusts with one, other or both projects to maximise grants. **Agreed preference to keep prospectuses separate and specific, but refer to the other in each.**

7.8 **Agreed to proceed to set up a Joint Fund Raising group** as set out in the draft Strategy, with suggested addendum on time line and initial agenda items. Suggested **composition** of the group to include the chairs and fund raising leads of both Working Groups, two Parish Councillors, plus others with a special interest; maximum suggested number 10.

ACTION: NB seek approval of IPC for the Funding Strategy, then approach suggested persons to form new joint fund raising group.

ACTION: TG to draft addendum on time line and initial agenda items

ACTION: NB invite David Howe to future PCOWG meetings and to Joint Fund Raising Group; include DH in circulation of these minutes.

ACTION: NB edit Orchard prospectus to include short description of Weir Meadow project; and vice versa.

8. Terms of Reference for Joint Group.

Members discussed the draft Heads of ToR circulated, and suggested some additions to the purposes of the joint group. NB was proposed as chair.

Other details of the ToR were agreed. All to be confirmed by IPC.

ACTION: NB amend ToR as above, then put to IPC for approval

ACTION: NB send draft ToR to WMWG members for info.

9. Ecological section in prospectus.

JP agreed to send a summary of the ecological plan to NB and PC for inclusion in the prospectus.

ACTION: Julian Perrett send NB ecological plan summary.

10. Andy Bragg's tenancy. AB said he is happy to continue to hold the annual renewable licence for the Orchard on the Parish Council's behalf, sharing the cost, now and during the Option Period. NB thanked AB for his continuing support, and confirmed that the PCOWG and the Parish Council are also content to continue with the current arrangements.

11. Finance and expenses - update.

All costs due to Strutt and Parker and the CCs' lawyers, and to Foot Anstey as our previous lawyers, and for rent on the Orchard (50-50 with Andy Bragg) were settled by October. Since our last meeting, the Parish Council has provided £500, Ide Community shop has given £400, and VAT of £926.40 has been reclaimed. The current balance in the Parish Council Pynes Orchard account is £682.91 in credit. We have no outgoings due at present.

12. Next meeting will be called once we have final versions of the Option Agreement to consider.

ACTION: PC & NB

END

NCAB 2 March 2021 v2

Approved 14 June 2021