

Full Council 30th October 2024 Public Questions and Answers

Name of person submitting	Questions
<p>Goff Welchman</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Page 1</p>	<p>Question 1: Has a final decision been reached regarding the use for St George’s Court?</p> <p>Cabinet Member for Housing, Property and Assets: Yes. SGC has been sold to the Council’s Housing Service, Housing Revenue Account (HRA) for specific use as social housing within the council housing stock. Please refer to minute 43 of the August 2023 Cabinet meeting https://democracy.middevon.gov.uk/mgAi.aspx?ID=18034</p> <p>Question 2: What further work on that site is being or will be carried out?</p> <p>Cabinet Member for Housing, Property and Assets: External works to complete final drainage connections, highways access, garden/other landscaping and additional works to ensure SGC is ready for letting. Some internal works are being completed to bathrooms within the blocks of flats and riverside fencing to meet HRA adaptability/safety requirements and the local lettings plan for the development.</p> <p>Question 3: What is the cost of that further work, and how will it be funded?</p> <p>Cabinet Member for Housing, Property and Assets: As some works are still ongoing a final cost for all the further work is not currently available. All works to complete the site and achieve a lettable standard are being met by the Council’s general fund as a requirement of the HRA acquisition of the site. The internal adaption works and fencing costs are being met the HRA.</p> <p>Further to the information provided during the meeting: The Council would be planting Fruit trees within this development for the benefit of the community in the spring next year.</p>

<p>Nick Quinn</p>	<p>Question 1: Has the Leisure VAT refund from HMRC, referred to in Council Motion 593, and been received yet?</p> <p>Question 2: If so: a) When was this received? b) How much was received?</p> <p>Cabinet Member for Service Delivery and Continuous Improvements: The Council had received the payments, the total of 3,149,619.03 paid in three instalments and included interest and the final payment was made in 31/08/2023.</p>
<p>Barry Warren</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Page 2</p>	<p>At Cabinet on 15 October 2024 the Medium Term Financial Plan in paragraph 2.6 were the words “Two further lines had possibly lowered in terms of deliverability – lines 25 and 31. Both relate to securing contribution from the Town or Parish Councils. To date, no proposals had been received but discussions were ongoing.” In the table which follows the combined figures amount to £110 thousand pounds.</p> <p>Question 1: What discussions were ongoing and with whom?</p> <p>Responses: A number of meetings have been held with the 3 main Town Councils and some of our Parishes to discuss closer partnership arrangements which has predominantly focused on the joint funding or transfer of assets to ensure the continuity of local service provisioning. This important issue of partnership working will, I hope, be further discussed/enhanced at the meeting of all the Towns/Parishes at Phoenix House on the 20/11/24.</p> <p>Statement: There was a stated intention of this administration for a closer relationship with the Town and Parish Councils and the public. £6,000.00 had been allocated each year to appoint a Cabinet member with a portfolio to achieve this.</p> <p>There was a Town and Parish Charter which sets out apparent agreements. My own Parish Council raised issues with it which in the main were ignored or rejected. A meeting between Councillor DuChesne, myself and the Parish Clerk again raised issues some of which were turned down by the Monitoring Officer. Another issue over a planning application was raised and the response back from a Planning Officer was dismissive to say the least. There were other issues raised and in spite of the Cabinet Member and her supporting Officer taking them away no response had been received to all of them. These included incorrect invoices for services, including a red final demand. This had</p>

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Page 33</p>	<p>been repeated yet again this month. Incorrect information in a consultation document to name but a few. There was little or no enforcement been evidenced within Parish.</p> <p>Since the change of administration attendance by Ward Councillors at Parish Council Meetings was sparse, if at all, one of the Councillors was also a Parish Councillor but had a poor attendance record. We were not alone in this experience as we had heard from another Council this week who had not seen a Ward Councillor since the changes.</p> <p>We had charges for play equipment inspections increased. Now we had been advised that some areas would be split into sections and the full charges made for each area rather than the whole field area. We had taken on responsibility for 6 of the Council play/recreational areas which were being refurbished in spite of only having 25 year leases. If the Council were trying to reduce their commitments they could transfer these areas over to the Parish totally.</p> <p>Question 2: Was there a genuine commitment by this administration to engage?</p> <p>Yes.</p>
<p>Paul Elstone</p>	<p>Question 1: Are Council Members aware that ZED PODs had never constructed or installed a modular development they had always subcontracted, which may go some way in explaining the grossly excessive cost being paid by this Council?</p> <p>Cabinet Member for Housing, Property and Assets:</p> <p>This is a misleading question in terms of standard responsibilities for construction projects of this nature.</p> <p>In accordance with our contracts, Zed Pods undertake the <i>Principal Contractor</i> role with full responsibility for design, fabrication, installation and completion. As has been previously highlighted, the company provide a volumetric flexible modular system to accommodate the bespoke nature of the MDDC projects, including zero-operational carbon, high specification with non-combustible insulation under a full turnkey package of works (national Royal Institute of British Architects (RIBA) stages 1 -7). As such, Zed Pods take full and formal responsibility of all designs, principle contractor, principle designers and building safety compliance which includes using various sub-contractors and suppliers as part of an assured supply chain. This is a common approach within many traditional and modular build construction projects and a legal requirement where multiple contractors are involved.</p>

The Construction (Design and Management) Regulations 2015 set out requirements whereby a *Principal Contractor* must be in place for all projects involving more than one contractor. Overall, as the principal contractor they have full legal responsibility for the construction project and must have the required skills, experience and competence to fulfil the role.

Question 2: Are members aware that it had so far cost the Council over £444,000 solely for the design and planning work for just one of the ZED POD's projects?

Cabinet Member for Housing, Property and Assets:

The question does not refer to a specific project or provide further clarification as to where the £444,000 figure has come from. As such, this may be a misinterpretation of a specific invoice or an amalgamated project costing, for example one which includes all of RIBA stages 1-4 and a first stage payment for the manufacture and construction of the modules themselves.

RIBA stages 1-4 are nonetheless a comprehensive and essential part of the overall construction project that encompass the following components; preparation and brief, feasibility studies, concept design, public and statutory/additional expert consultations and surveys, pre-planning and planning application, coordination and full, detailed technical design. These stages are typically covered by a specific PSCA (and Pre-construction services agreement).

Overall, the pre-constructive phase of construction projects is a separately assessed as part of the South West Procurement Alliance (SWPA) approved procurement framework under which the MDDC/Zed Pod contracts are awarded. Therefore, they are subject to separate value for money and quality assessments. Furthermore, all Zed Pod design and PCSA fees follow standard rates and percentages as industry standard within design appointments. Full visibility and traceability is available to the Council for each project.

Question 3: Was the Council aware that the company who previously fabricated modules for ZED PODs entered administration last year, and with multi million pound debt. That the Administrator was attempting to recover substantial funds from the ZED POD shareholders?

Cabinet Member for Housing, Property and Assets:

Zed Pods Ltd were asked to provide a direct response to this question, which nonetheless relates to previous questions asked by Mr Elstone of the company in relation to Impact Modular Ltd which have been answered in full

and are not relevant to any contracts between the Council and Zed Pods Ltd to provide modular homes. The statement from Zed Pods is as follows:

“Zed Pods did not and has not got any outstanding debts with Impact Modular and has not dealt with this company since 2020. In any case, the statement that an administrator would attempt to recover debts from shareholders is erroneous. Shareholders, as investors in a company, are not liable for a company’s debts because a company is a separate legal entity. Limited liability is a legal concept that means the owners of a company (i.e. its shareholders) are not liable for its debts. This statement is therefore incorrect on a number of counts”

Question 4 : Can it be fully explained why this Council had allowed the ZED POD to build the Shapland Place development in non-compliance with more than one of its own planning conditions?

Cabinet Member for Housing, Property and Assets:

All Zed Pod projects are fully compliant and comply with all regulations and modules are built in accordance with approved drawings.

In consultation with the Council, occasionally Zed Pods may have had to adapt and change a few elements in the designs post planning approval in accordance site constraints, geotechnical issues and/or with regard to the building control approval process. Occasionally, Zed Pods might be required to make modifications to some internal room configurations to accommodate internal wall thicknesses.

These changes do not fundamentally alter the purpose of the space and they must still comply with Building Regulations Part A to Part S. Meeting these requirements do not usually require changes to the building footprint, elevations or façade treatments.

Infrequently this requires a non-material amendment (NMA), as was the case with Shapland Place whereby the full planning process was followed and an NMA approval granted. The changes did not increase the size of the building, change the eaves or roof height, change the site area, significantly change the elevations or alter the nature of the development so fall under the remit of the NMA that was granted. To ensure any changes were within the planning permission guidance Zed Pod sought advice. When changes are required then Zed Pods conduct open dialogue with the planning case officer as evidenced in the NMA process followed. As such, they have been in dialogue with the case officer as required throughout the process and have started further dialogue with the case officer to further ensure compliance.

This is normal part of many construction projects, both traditional and modular build and MDDC planning officers may well be engaged in similar dialogue with a number of different contractors across a number of schemes at any one time as part of their role as the Local Planning Authority.

Question 5: Given that Mr Elstone had the opportunity to examine drawings also take physical measurements of completed modules. Can it be fully explained how this Council had allowed the ZED POD to build modular home developments, which fail to fully comply with the Government Nationally Described Space Standards?

If the Cabinet Member for Housing, Asset and Property wishes to challenge on this, Mr Elstone would be happy to visit, with him and Officers, to Shapland Place and St Andrews in order to validate my statement.

Cabinet Member for Housing, Property and Assets:

As has been previously set out, all our projects completed by Zed Pods are fully National Described Space Standards (NDSS) compliant within tolerance and generally offer more than minimum floor and room areas compared to space standards within NDSS documents.

With regards Shapland Place, the buildings have satisfied the planners throughout the planning process that they meet or exceed the minimum space standards and have received independent Building Regulation approval. On the assumption that this comment refers to one specific bedroom within the 3-bed unit in Shapland place, the Gross Internal floor Area (GIA) is 74.5m², above the 74m² required in the NDSS. 2.2m² of internal storage has been provided in the stores outside of the bedroom areas. Within the unit, 0.72m² is to be provided by the wardrobe space in the double bedroom. This will provide in excess of the 2.5m² storage requirement. All bedroom areas can accommodate built in storage due to the room sizes.

Question 6: Much had been made about the ZED POD modular build durability and BOPAS Accreditation. A new company was now building modules for ZED PODs, in exactly the same location as the previous fabricator. Is this Council aware that there was evidence available to suggest that this company, who built the Shapland Place modules, was not BOPAS approved at the time ?

Cabinet Member for Housing, Property and Assets:

The Zed Pods BOPAS approval was received on 30 November 2021, significantly before the construction for Shapland Place started and is held for the relevant specific designs. Zed Pods have confirmed it is incorrect to state

they took over the same location. They took over the adjacent building to the previous occupant and this is in any case wholly irrelevant in the context of the accreditation and overall durability of the modules provided to the Council.

Question 7: This Council had stated that the ZED POD's modules can be as good as or even better than conventional builds and have a lifespan of up to 120 years. However, the ZED POD BOPAS durability certificate is only for 60 years. It should be noted that probably one of the most important components of the build, the cladding, only had a warranty of 15 years.

Will the statement that the ZED POD's Modules can have a life of 120 years also that they can be better and more cost effective than equally energy efficient conventional build homes be fully validated ?

Cabinet Member for Housing, Property and Assets:

As Mr Elstone must be aware, this a repeat of the question he raised at Audit Committee 25 June 2024 for which a comprehensive response as already been provided. Please refer to the published minutes for question 2(3) at <https://democracy.middevon.gov.uk/documents/s31139/Written%20Public%20Questions-%20Audit%20Committee.pdf>

For absolute clarity; BOPAS provide a 60 year certificate as this is what lenders require. This is the same requirement for any new residential building regardless of type as it covers two mortgage cycles and is not a measure of the additional design quality incorporated in these modular homes or a limit on the life of a building. A traditional build home is also only assessed against 60 years.

Question 8: Given the serious nature of the questions in respect of this Council's partnership arrangement with ZED POD's, I believe there are compelling reasons for the Audit and/or Scrutiny Committee to undertake a root and branch investigation – Will they do just that?

Cabinet Member for Housing, Property and Assets:

This is not a question as the Cabinet Member I can directly answer. Nonetheless, full and detailed responses continue to be provided to all questions you pose in respect of these projects in order to provide full assurance, sometimes on a repeat basis.

<p>Tim Bridger</p> <p>Page 8</p>	<p>Statement</p> <p>The Leisure Centre pricing, the substantial price rises would be implemented from January as yet leisure centre members had not been informed but going up significantly. Last year vulnerable member of the community who use the facilities were hit with a 13% increase in charges where as members were in here with a 6% increase. As a country in the group of an obesity crisis where diseases are effecting normal people disproportionately these are also impacting people from lower income and deprived areas. This Council had an opportunity to lower prices to make sure that many people as possible can use the facilities but instead rising the prices and in doing so families we be unable to afford the leisure centres because it would cost too much. Other services in the area were significantly less in membership fees and this Council is meant to be providing a public service.</p> <p>Question 1: Why is this Council not providing this public service and working collaboratively with NHS in particular for those people who need the facilities and access them.</p> <p>The Council will continue to provide our excellent leisure services and has had a number of discussions with the NHS about opportunities for enabling access, both in a rehabilitative capacity but also as part of the preventative landscape by maintaining health and wellness in our communities.</p> <p>In relation to the drop in centre in the market place, community groups had tried to make progress for what it was designed as for community groups.</p> <p>Question 2: Has any progress been made on this and would the Council retain as a community asset.</p> <p>The Council has clearly set out its plans to deliver a new workspace within the market centre building, has undertaken various consultation events relating to the proposals, has secured the necessary planning consents to support this and has made financial provision to support its delivery. The Council therefore intends to deliver the workspace facility.</p> <p>Question 3: This Council are the land owners of where the area for the Boxing Day hunt event uses and would the Council be taking necessary measures of health and safety of those who would be attending? And would this Council be ensuring this event does not go ahead and comply with the Council standards?</p> <p>Further to the response provided by the Leader of the Council during the meeting: No hunting activity takes place in the town centre. The location being referenced is a public place and it remains the council's understanding that when this group sets off from Fore Street they are using the public highway in a completely legal manner. Concerns about the legality of activities that may or may not happen later in the day in open countryside should be addressed to the Police to ensure compliance with all relevant laws.</p>
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