

REASON FOR CALL-IN:

That insufficient time was allowed to explore the implications and consequences of agreeing to the implementation of a covenant on Churston Golf Course and that the consequences of the Mayor implementing his decision could result in the council acting illegally, the local tax payer becoming liable to legal costs and damages that could easily exceed £100,000, the Local Plan becoming void and opening up Greenfield sites for inappropriate development across Torbay and therefore we request that the Overview and Scrutiny Board carry out a detailed investigation into seeking answers to the following questions, assisted by the Executive Head of Commercial Services and other relevant officers.

1. Is the proposed covenant legal or legally advisable as it could result in existing leaseholders to claim compensation e.g. Churston Golf Course, TCCT and others in due course which are likely be affected, as the retrospective imposition of restrictive covenants was not envisaged when the tenants originally entered into the terms of the lease?
2. Barclays Bank appears to have first charge over the 999 year lease, signed by the Golf Club. Are there any other parties who have charges over the land? What are the consequences of the proposed Churston Covenant on this land and, specifically, is any liability likely to fall on the Council if Churston Golf Club default on its borrowings (as a result of the introduction of the Churston Covenant)?
3. What is the likely impact of agreeing to the Churston Covenant on current progress with the Local Plan?
4. What is the potential impact, of agreeing to the Churston Covenant, on the Council's 5 year supply of housing land? If the Council does not have a 5 year housing land supply, what are the consequences?
5. Does the Churston Covenant result in any change to the financial value of land comprising Churston Golf Course? If so, how much is the change in value and what is the potential loss of other benefits?
6. Will the decision deter future investment into the Bay as proposals concerning council owned land (housing or otherwise) will carry the added risk of a covenant being granted after considerable development costs have been incurred for those sites?
7. If similar petitions, to that put forward by Churston & Galmpton Community Partnership, are received in relation to other Council assets will they result in any change to the financial value of those assets? If so, how much is the likely change in value for each asset? If this precedent is applied the other Council owned sites identified within the Local Plan and, in particular, the next five year's land supply for housing, what is the potential loss of capital receipt to the Council for each of these sites?
8. Was the petition legally made, what is the detailed wording of the petition and does the proposed covenant accord with the requirements of the petition?

9. Does the granting of a covenant, primarily in response of a petition, create a legal precedent and if the council has a duty to act consistently, what are wider implications of such a decision for Mayor Oliver and future Administrations?

10. As the decision is predicated on the strength of a single petition, can officers provide a breakdown of postcodes recorded and have officers checked the petition for duplication or erroneous entries etc? If so, can members be informed of their findings?