

TELECOMMUNICATIONS INSTALLATION IN CASTLE ROAD CAR PARK, RAYLEIGH

1 SUMMARY

- 1.1 Members to consider the siting of a telecommunications mast in Castle Road Car Park, Rayleigh.

2 INTRODUCTION

- 2.1 At Policy and Finance Committee on 9 September 2003, Members considered a request from agents acting on behalf of Vodafone to site a telecommunications mast in Castle Road Car Park, Rayleigh. A site plan and visuals are on display in the Members Lounge, Rayleigh. During that debate, Members perceived that the Castle Road Car Park site would be preferable to other sites under consideration and outlined in the report.
- 2.2 Whilst generally supporting the request, Members felt that the issue should be further scrutinised by this Committee with particular reference to:-

The actual site in Castle Road Car Park

Health and Safety concerns

Consultation

Actual distances from residential properties

3 THE SITE

- 3.1 Castle Road Car Park is a well-used secondary public car park in Rayleigh providing 147 spaces. The layout of the car park creates certain 'dead spots' which are cross-hatched and not available for car parking. Accordingly, the site identified for the mast is not income producing.
- 3.2 The agents advise that Vodafone have a number of sites in the Rochford District and now wish to upgrade the Rayleigh site to improve coverage in the town. The company already have an existing site on top of the Somerfield Supermarket at 16 – 24 Eastwood Road, Rayleigh, but this cannot be upgraded; hence Vodafone are looking for an alternative site with easy access for occasional engineering visits. The site identified is in the north-eastern corner of Castle Road Car Park (Appendix 1 and 2 show the site in detail).
- 3.3 The mast would stand up to 15m in height and be supported by two vandal-proof equipment cabinets (See Appendix 3 and 4) located at the base of the

mast. Support lighting could be provided on the mast if the Council so wish. The distance from the existing site (on Somerfields Supermarket) to the proposed site is 25.5m.

- 3.4 Adjacent to the site, between the car park and the light industrial estate, and on Council land, is a young self-seeded ash tree that will need to be removed if Council approve the application. The Council's Woodlands and Environmental Officer advised that it could be removed as it provides very limited amenity value. Additionally, there is a larger ash tree, outside the yellow cross-hatched area, which will require substantial crown reduction to accommodate the mast. Alternatively, both trees could be removed and replanted with two new specimens to continue the "green screen" to the car park. Unfortunately, space is very limited with the car park bays extending right up to the boundary chain link fencing. The Woodlands and Environmental Officer advises that, ideally, the trees should be replanted in the parking bay space with the consequential loss of parking and related income.
- 3.5 If the Committee agrees to lease the site to Vodafone then this would allow the company to proceed with the normal planning application required for such a structure.

4 HEALTH AND SAFETY ISSUES

- 4.1 Emission levels from radio base stations depend upon a number of factors, including the geographical area the unit is designed to cover and the number of simultaneous telephone calls it is designed to carry. Depending on the base station, power levels will range between 2 and 150 watts.
- 4.2 Radio frequency field exposure levels or emissions are measured in watts per metre squared (W/m^2). Research has demonstrated that emissions from randomly chosen base stations show maximum radio wave intensity at ground level at $0.01 W/m^2$. This figure is 500 times below the guideline levels.
- 4.3 Radio waves from base stations fall off rapidly with distance in the same way as sound waves. Although the base stations operate at greater power (2 – 150 watts) than mobile phone handsets (2 watts), exposure from a handset will inevitably be higher because users are much nearer to it.
- 4.4 The Independent Expert Group on Mobile Phones (IEGMP) states:-
- “...exposure from mobile phones is just one component of the exposure that people receive. Indeed the exposure received by people living near to TV or radio broadcast transmitters is likely to be appreciably greater than that received by people living near to mobile phone base stations, although less than that from a mobile phone near to the body”.

- 4.5 A technical analysis related to UK radio base stations entitled “The Facts about Health” has been placed in the Members Library, along with a Department of Health leaflet “Mobile Phone Base Stations and Health”. This is supplemented by a document on “Electromagnetic Fields” produced and circulated by the World Health Organisation Regional Office for Europe.

5 CONSULTATION

- 5.1 On 17 October 2003, the Head of Service wrote to 76 of the closest residential properties in Eastwood Road, Castle Close, Castle Road and Britton Court setting out the proposal under consideration and enclosing a “frequently asked questions” sheet about Mobile Phone Base Stations. Two envelopes were returned by the post office as ‘gone away’. Only 10 responses were received (13%).

4 Residents in Britton Court	- Oppose
4 Residents in Britton Court	- No objection
1 Resident in Eastwood Road	- No objection
1 Resident in Castle Close/Road (no precise address given)	- No objection

6 DISTANCE FROM RESIDENTIAL AREAS

- 6.1 The Head of Service took advice from colleagues in the Planning Department who used a large scale plan to establish the following distances:-

<u>Location</u>	<u>Distance to existing mast</u>	<u>Distance to proposed mast</u>
Closest property in Castle Close	98 m	85 m
Next closest property in Castle Close	102m	84m
Closest property in Eastwood Road	48m	73.5
Closest property in Britton Court	80m	55m

7 FINANCE AND RESOURCE IMPLICATIONS

- 7.1 The agents advise that Vodafone is prepared to offer the Council an annual rental of £4000 per annum along with a one-off premium of £2000. In addition, Vodafone are also prepared to meet the Council’s reasonable legal fees incurred in connection with the proposal.

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- 7.2 Vodafone have provided a copy of their standard terms of agreement, which are reproduced on Appendix 5. They are proposing a term of 20 years with reviews every 5 years linked to the Retail Prices Index (now the Consumer Price Index). The Head of Legal Services advises no adverse conditions are contained in the agreement.

8 CONCLUSIONS

- 8.1 The agents advise that the installation of the new mast will provide a much improved service for Vodafone users in Rayleigh. The Council use Vodafone for some of its mobile telecommunications, particularly in the management of Sheltered Housing Schemes. The income generated by this initiative would go some way to helping the Council maintain a balanced budget.

9 RECOMMENDATION

- 19.1 It is proposed that the Committee **RECOMMENDS**

That consideration be given to leasing a small parcel of land in Castle Road Car Park for the installation of this telecommunications equipment.

S J Clarkson

Head of Revenue and Housing Management

Background Papers:

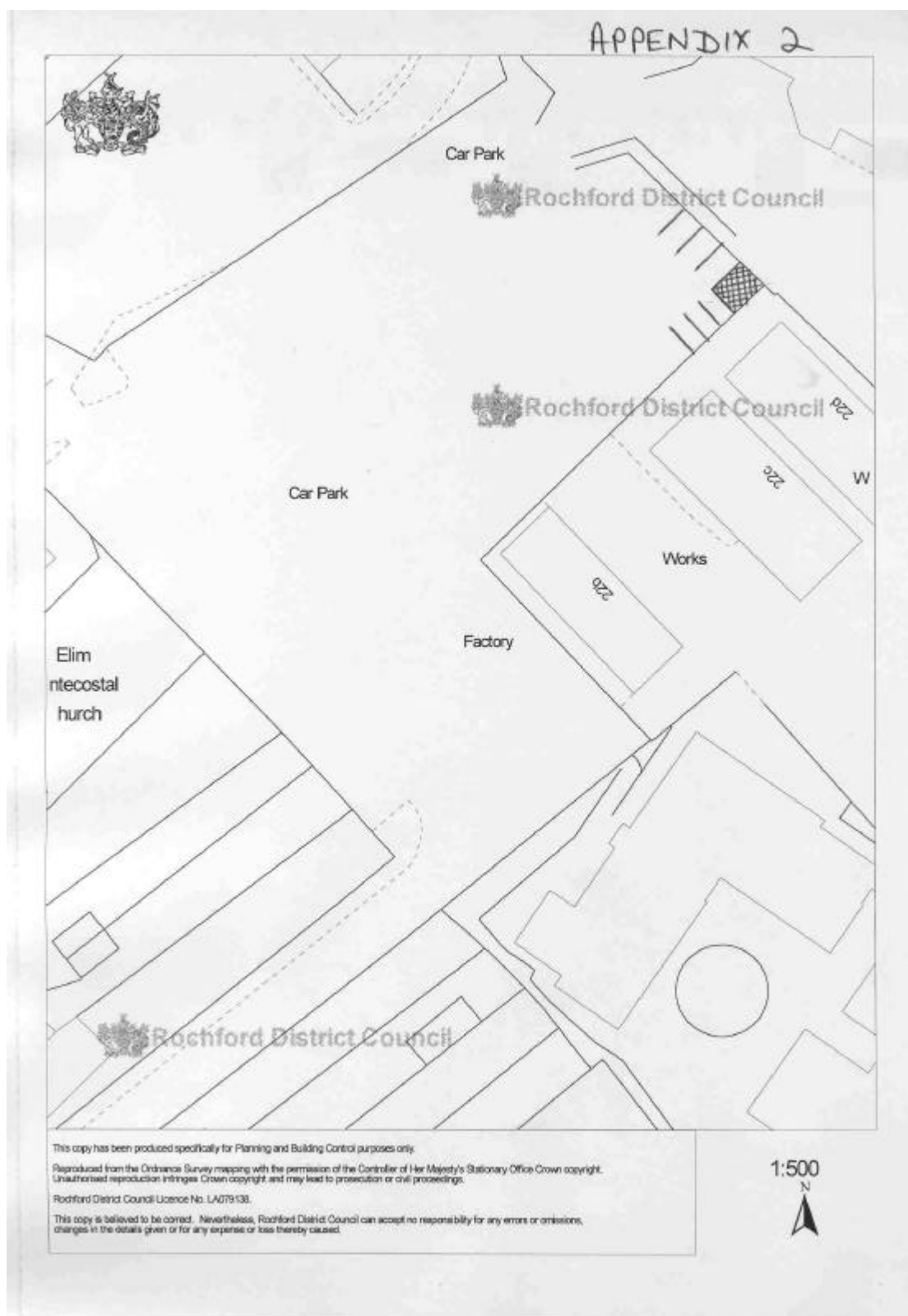
None

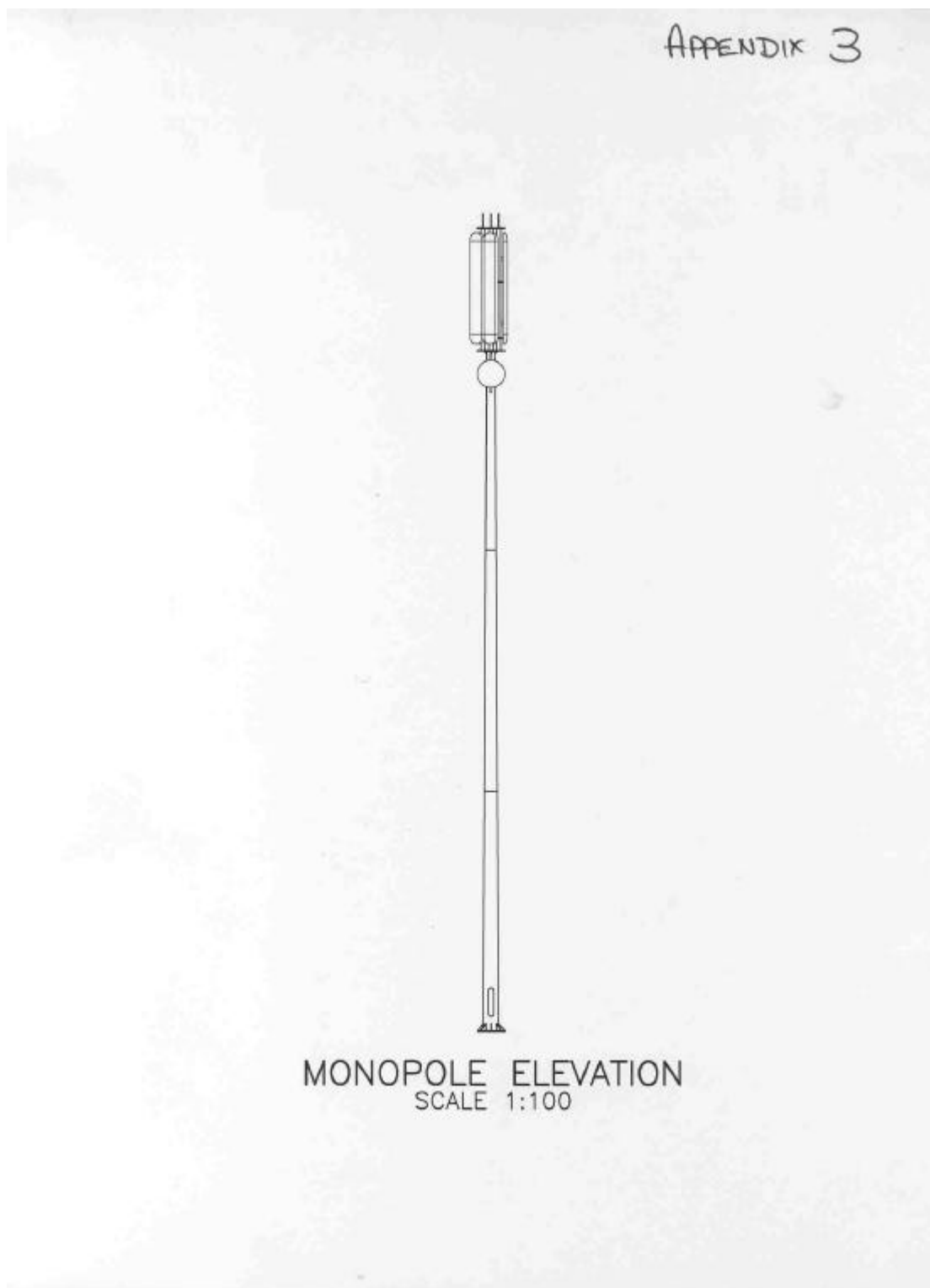
For further information please contact Steve Clarkson on:-

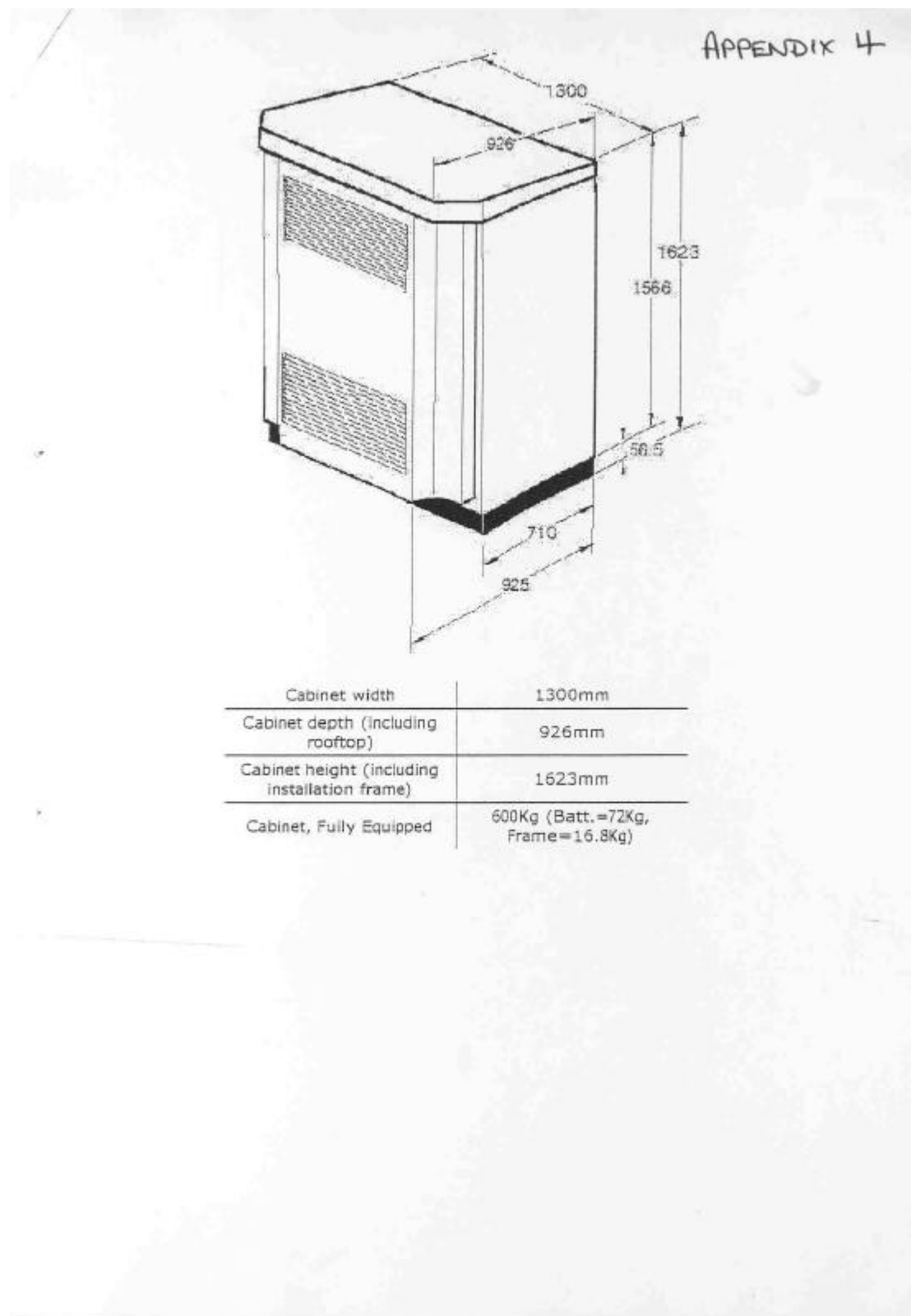
Tel:- 01702 546366 Ext 3120

E-Mail:- steve.Clarkson@rochford.gov.uk









APPENDIX 5

DRAFT GUIDE HEADS OF TERMS
GREENFIELD

CELL SITE NO:	34841 (3278) Rayleigh Central
LANDLORD:	Rochford District Council South Street Rochford Essex SS4 1BW.
TENANT:	Vodafone Limited
SITE ADDRESS:	Car Park Castle Road Rayleigh SS8 7JQ
SITE AREA:	Vodafone will require an area of land the size of which is to be confirmed for its installation. A small working area adjoining the site will also be needed whilst building works take place.
DEVELOPMENT:	Vodafone will wish to erect One Slim Line Monopole of between 12 – 15 metres in height, together with antennas including microwave dishes. This will be erected on a base together with two cabinets to house the associated technical equipment and ancillary equipment required for the operation of the base station.
LEASE TERM:	Vodafone seeks a term of 20 years duration from completion of the Agreement or date of entry to commence works if earlier.
RENT:	£4,000 per annum exclusive of rates payable quarterly in advance. A one off premium of £2,000 is also offered as a disturbance payment, this will be payable upon legal completion.
RENT REVIEW:	Every 5 th year linked to the Retail Prices Index.

Heads of Terms Greenfield
(August 2002)

BREAK CLAUSE:	For operational reasons, Vodafone needs to be able to terminate the Agreement at any time on giving 12 months' written notice in the event that the site becomes unsuitable for the operation of the apparatus. If Vodafone exercises this option, it will reinstate and make good the site to the lessor's reasonable satisfaction.
ALIENATION:	Vodafone will have the right to assign or sub-let the Agreement to a third party with the landlord's prior written consent (not to be unreasonably withheld or delayed) but will have the right to transfer the benefits of the rights granted by the Agreement or share such rights with any group company without the lessor's consent being required.
SITE SHARING:	Vodafone to have the right to share the site with third parties wishing to install telecommunications equipment, provided that the owner is notified in advance of such sharing and will pay to the owner 30% of any rental income received from any third party (other than a group company).
ALTERATIONS:	Vodafone will have the right to install additional or replacement antennas and/or equipment within the site area. Any alterations to the construction of the mast will require the lessor's consent (not to be unreasonably withheld or delayed).
USER:	Telecommunications
ACCESS:	A legal right of way is required for construction and subsequent maintenance purposes together with the right to park a vehicle in a convenient position during maintenance visits. Access to the site should be available 24 hours a day, although out of hours access will only be needed in emergency.
POWER SUPPLY:	Vodafone will arrange for the installation of an independent electricity supply. If it is unable to secure an independent supply economically, it will have the right to connect into the landlord's supply with a separate sub-meter.

WAYLEAVES:	The landlord will enter into the standard Wayleave Agreement of the Regional Electricity Company at the cost of Vodafone.
TELECOMM CABLES:	Vodafone require a telecommunications connection in order to link the base station into our network. Although this can sometimes be provided by a dish link, we need to reserve the right for telecommunications cables to be laid in the event that this is not possible, either now or in the future.
CONSTRUCTION WORK:	Vodafone will bear all building costs relating to the proposed installation and reinstate and make good the site to the lessor's reasonable satisfaction on termination of the Agreement.
INDEMNITY:	Vodafone will indemnify the landlord (up to £1m) against damage to persons or property (excluding consequential loss) arising out of any negligence of the company in the exercise of the rights to be granted by the landlord in the document provided any claims made against the landlord are notified to Vodafone and the landlord affords Vodafone the right to conduct (at its own cost) any such proceedings.
STATUTORY CONSENTS:	Vodafone will obtain the necessary consents required to facilitate its proposals.
COSTS:	If Vodafone decides not to proceed after solicitors have been instructed, it will reimburse your reasonable legal costs.