**Minutes of the Parish Council Meeting held on Monday 1st July 2013 @ 7.30 pm in the Villages Hall, Bishampton**

Members and Officers present: Cllrs Cheetham (Chair) Hodgkins, Argyle, Tucker, Deacon, Rimell, Beever & Cllr Mills

In attendance: CC Tucker

1. **Apologies:** To receive apologies and to approve reasons for absence. Cllr Palmer (H), Clerk (H)
2. **Declarations of Interest:**

a)  Register of Interests: Councillors are reminded of the need to update their register of interests. None

b)  To declare any Disclosable Pecuniary Interests in items on the agenda and their nature.

Cllr Mills declared an interest in the pub, it is noted that Cllr Mills registered his interest in the Pub a few meetings ago but it was thought unnecessary. Now due to land boundries it has been necessary.

c)  To declare any Other Disclosable Interests in items on the agenda and their nature. None

d) Written requests for the council to grant a dispensation (S33 of the Localism Act 2011) None

Councillors who have declared a Disclosable Pecuniary Interest, or an Other Disclosable Interest which falls within the terms of paragraph 12(4) (b) of the code of conduct, must leave the room for the relevant items.

Failure to register or declare a Disclosable Pecuniary Interest may result in the commission of a criminal offence.

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| The meeting opened @ 7.30 pm, no members of the public were present |

1. The minutes of the meeting held on 3rd June were signed and retained by the Chair, they may need resigning including the Extraordinary minutes due to the Clerks absence.
2. **District and County Councillors’** **reports:** for information. (Items raised for decision will appear on the agenda for the next meeting

 Firs – not going to planning until 17/08/2013, reports awaited on bio-diversity

 Malvern View – Not being heard in July anticipated mid to late August

Speed Awareness signs – at DC home, Some doubt as to whether these are our signs or not, LT to check and report back. RH reported that police had done checks on Broad Lane last Sunday 30th June) for approx. 20 mins and caught no-one.

Car racing noises from Airfield causing concern, she is investigating but urged all present to report any Pollution/Waste or similar issues immediately to the Environment Agency hotline0800 807060.

MA: reported that Police had traced the Fly Tipper and were in the process or arranging interviews with him.

1. **Progress reports:** for information & discussion
	1. Village Shop & Post Office

It was agreed that the outside needed repainting, quotes to be obtained. All expressed concern about the Shop and particularly the absence of good working practices, the situation with Monthly accounts and newspapers were highlighted as examples. ACTION ME

The Clerk was granted the authority to place an order for the new external signage up to a maximum spend of £500, provided the Clerk felt confident to so do without referral back to the PC. ACTION ME

CC Tucker suggested that we engage the help/advice of the Rural Shop advisors and will arrange to provide the details. ACTION RH

* 1. PACT News

No report

* 1. Dog Fouling

No report

* 1. Nature Reserve / Footpaths

RH advised that contact is being made with Horse Riders who may be able to assist in clearing some areas accessible only on Horseback.

* 1. To discuss the Burial Site and agree a way forward

CT advised that he had nothing to report on this.

* 1. To agree on quotations received regarding the War Memorial Fencing

 Two quotations were distributed by MA who elaborated on the detail and relative merits of the Companies who tendered. The availability of funds for the project was also debated. A decision following a unanimous vote was taken to proceed to place the order on the basis of the quotation provided by Rune Landscape Design.

* 1. Play Area

LR reported that the Talking Flowers were not yet fixed but that the Net was.

* 1. Vehicle Activation Sign

Reported under LT above

* 1. CFR

D Baldwin now gone, two helping from The Lenches (Equipment needs tracing?)ACTION ME

* 1. SWDP

LT advised that this had been submitted but that the date for the enquiry is not yet fixed but anticipated for Summer 2013.

1. **To discuss various items on the Dolphin, listed below**

to consider and if appropriate, agree the terms of the draft lease

to decide whether to include a rent review

to assess the annual surplus required in order to maintain the building and protect the council

to review the council’s decision to take a loan over a 50 year period to finance the purchase

DC/LR/MA brought the PC up to date with the outcome of the solicitors meeting held that morning.

As the clerk is delegated under section 101 of the Local Government Act 1972 to continue with the contractual affairs of the purchase the solicitor had asked that we now proceed with a group of three designated councillors who would bring forward the views of the PC and offer consultation to the clerk when agreeing the terms and sale of the lease. DC LR and MA were voted by the PC to assist the clerk. Two of these councillors would be responsible for signing over funds. It was agreed that the 3 plus the clerk which would be the PC representatives for all future meetings with the solicitor. The solicitor has made a number of recommendations about the negotiation process with the prospective tenants and amendments to our proposed lease requirements. Based on advice given the PC agreed that the Surveyor of The Dolphin (Tony Rowlands) would be asked to represent us in our discussions with the Tenant and would also carry out a suitability/financial check for us on the tenant. We have an indication of cost for this of £1000 (presumably plus VAT) and anticipate that the extension of his brief to include financial checks will add circa £250 to this quote.

Mr. Rowlands will meet with the Tenants and has asked for a PC member to be present (DC), he will also liaise with our Solicitor.

The team who met with the solicitor will respond to him by email on the morning of 3rd July confirming the PC position on the advice he gave on all matters including the lease wording/proposed rent/ financials/term of lease*.*

On receiving our suggestions/agreements on the basic Heads of Agreement he will contact the vendors (Enterprise Inns) to outline a proposed schedule of dates regarding the completion of purchase, it is likely however that there will be some slippage from the original proposed time frame.

DC is to advise the proposed tenant of what has occurred and that we must now leave the appointed professionals to deal with outstanding matters particularly surrounding the contractual positions.

The period of the Loan to purchase was debated and it was agreed that this could not be agreed upon in until all matters had been concluded and DC would ask the Clerk to establish whether the Loan permitted early repayments without penalty and timeframe restriction.

**In the Clerks absence it was agreed that Cllr Rimell would write to the Solicitor, attached**

It was also agreed to engage the services of Tony Roland to finish the deal, would it also be possible for Tony to do some sort of financial check on the prospective tenants? The Clerk had looked at their financial details but it was felt that maybe as we are going down the road of professionals this was an area that should probably be dealt with by him. We also have a copy of our draft terms that were discussed with the prospective tenant that we feel should be passed on to Tony so he is fully up to speed with the situation so far. It is also important that he is aware that as a result of our research we set the rent at 26K and this was provisionally agreed with the tenants.

It still remains our aim to have The Dolphin open for business as soon as possible so everything that can be done to expedite the process would be very much appreciated.

1. **Planning to be discussed and commented on**

W/13/01123/OU - Huntsmans Cottage

JM declared an interest and left the meeting. PC debated and agreed that it was considered an inappropriate development due to its height compared to surrounding properties, was beyond the current envelope of development, contravened previous property height agreements on previous planning requests, was visually unacceptable, set a precedent for similar development and was too prominent for the location.

JM rejoined the meeting

W/13/00870/OU – Land to the west of Main Street

Opposed on following grounds – Access to/from development far too small, lack of public footpaths, Drainage issues (particularly if The Firs goes ahead as they all feed into the same watercourses).The proposal should be limited to the number of properties in the SWDP plan (6?)

W/13/01775/PP – 5 Orchard View

No objections

W/13/01094/ - The Firs

MA declared an interest and left the meeting. Agreed that the resubmitted application has not satisfactorily dealt with our previous objections and therefore our previous position on this proposed development stood .We remain concerned about the access issues onto Main Street, the lack of footways, the Impact on the Farm etc. However our in principle support for development within the existing building/planning line remains as stated before.

MA rejoined the meeting.

W/13/01187/PP & /// - Long Barn, Throckmorton

Single story extension to form garden studio

No papers to hand to debate this application, LT to check position on this application and report back

1. **To discuss Broad Lane drainage & road condition**

Clerk to write to Council as this work has been outstanding since November 2012. ACTION ME

1. **To discuss the Bridle path issues for horse riders**

Clerk to write to lady who raised this ACTION ME

1. **Finance** To view the bank reconciliation & approve Cheques for payment

Item deferred in absence of Clerk

1. **Correspondence for Information:** To note the attached appendix of items which haven been circulated or will be available for inspection at the meeting. (OR a list of items will be available at the meeting.)
2. **Clerk’s report on Urgent Decisions since the last meeting.**

To discuss items raised under insurance

BD report discussed and agreed to ‘merge’ All risks items (see report) and not to proceed with full Legal Expenses cover in the light of support/assistance offered in this area by CALC. BD advised that Speed awareness signs added to policy (cost £34.95 inc Ipt to next renewal and £37 inc ipt thereafter for full year – Clerk to request contributions from other sharing PCs in equal proportions).

BD advised that best quotation in circumstances for The Dolphin based on surveyors advised sums insured was £620.23 inc ipt for a full year including cover for 12 months Rent receivable at £26,000. When added to existing policy premium will be pro-rata to next annual renewal and should be reclaimable from Tenant as condition of lease (once resolved). Other minor matters required by Insurers to be discussed between BD and The Clerk

1. **Councillors’ reports and items for future agenda:** Councillors may use this opportunity to report minor matters of information not included elsewhere on the agenda and to raise items for future agendas.

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1. **Date of next meeting was** confirm for 5TH August in Throckmorton

The meeting closed at 10.35 pm

Signed………………………………………………… …………………………..

Chair Date

**Email to Solicitor** :

Lease Structure - ( agreed with a few points for discussion with yourself   and will outline further down).

2. Heads of Terms - as above.

3. Resolution for the Dolphin not to be re-marketed -  Unanimous vote to not re-market and to proceed with current prospective tenants.

4. 3 or 4 of PC to have delegated Powers to finish the deal - Agreed  and voted for Myself, Don and Malcolm to continue as we met with you it seemed logical for us to continue.

1. Ten Year Lease - Agreed.

2. Outside landlords and Tenants act, no right to renew - Agreed.

3. Tenant only Break, only after 3 years with minimum 6/9 months notice - Agreed but can it be 9 months but the option for us to let them go much sooner if both parties wish it?

4. Tenant repairs interior, decorates interior/exterior,maintains grounds and car park (car park subject to better state of repair than when they go in) - Agreed.

5. No Alterations - Agreed but can say 'unless agreed with landlord'?

6. Non assignable ( see point 3) - Agreed.

7. Occupation of residential part linked to pub - Agreed.

8. Rent Review after 5 years (open market review) - Agreed.

1. Day 1 will be 6 months rent (6 x 2,166) plus vat (vat recoverable) - Not agreed.

2. 7 months free rent - Not agreed.

3. Day 1 Rent deposit of 6 x 2,166 plus vat is our security deposit which we can use if he defaults or leaves (returnable deposit) - Agreed.

4. F+F must remain ours otherwise we cannot re-let the pub, obligation on tenant to replace (no deposit or payments for F+F) - Agreed.

As you can see from the above we agreed most points the main question is the amount the tenant has to pay at the beginning of the Lease. It is felt that ideally we owe it to the Parish to have enough in a 'Pot'  should disaster strike to cover a year of loan repayments. Is there anything else we could do to have some sort of lump some for our security? but also have a  staged payment for them so they aren't hit with a huge sum? We would be happy to give a 3 month free rental period. If you feel  we don't have a sensible alternative then we would run with your suggestion but would ask you to perhaps have a second look at this. We should also bare in mind that the prospective tenant did in principle agree to a lump sum when first discussed however this was when they had the option to sell on the lease we have now withdrawn that option. Please don't let this hold up proceedings.