
***Filkins and Broughton Poggs Parish Council
Minutes of Meeting held on 11th October 2005***

Present: R. Martin, T. Poole, L. Chitty, C. Bristow.

Members of Public: Mike Hambidge, Mike Clark.

46. *Apologies:*
A. Truman, T. Bennett
Attendance book signed by those present
47. *Adjournment for Public:*
None
48. *Declarations of personal Interest:*
None
49. *Minutes of Last Meeting:*
Minutes were passed as correct and signed.
50. *Cemetery and Planning Committee Report:*
Little Barnfield- Still awaiting decision
51. *Centre Committee Report:*

The Trustees/Parish Councillors received advice from Crowdy and Rose Solicitors in respect of Property they hold as follows

The Charitable Deed of Appointment does not contain the usual power to deal with any land that the Charity holds so I needed to do a little research to see whether we need to apply for authority from the Charity Commission.

As the tenancy agreements are to be for less than 7 years we don't to obtain such an order provided the following procedure is adopted:

- 1) The trustees must obtain the advice of a person that they reasonably believe to have the ability to advise them competently on the granting of the tenancy both the terms and the rent.
- 2) The trustees must satisfy themselves that taking into account the views of their adviser that the terms that they are receiving for the tenancy are the best that can reasonably be obtained in the circumstances, and
- 3) the property is not to be leased to a connected person.

I can advise you on the terms of the tenancy but I am not qualified to advise on the level of rent. The phrase 'best that can reasonably be obtained' generally means the highest rent that they can receive but bearing in mind that the property was given to the village by Lady Cripps 'for the perpetual use and benefit of the inhabitants of the village I do not believe the Charity Commission would wish you to obtain the best rent possible if that involved a use which wasn't for the use of the village. Clearly a village sub post office and the bowls club is for the benefit of the Village and the offers received are the highest that are likely to be received for organisations such as these which benefit the village Provided therefore that the trustees' minute that they have considered the above advice and decided to proceed there should be no difficulty

A connected person is one of the trustees or a close relative. Is this a problem?

All trustees have to comply with the charitable position; this was read out and discussed by all Councillors.

It was agreed to minute that all Councillors are:

- 1. Happy that they have considered the above advice.*
- 2. The Parish Council administer the centre Trust as the see fit. "Best" in the circumstances are of Social and Commercial benefit to the village and under these circumstances the best rent will be obtained.*
- 3. Neither lease will be issued to a connected person.*

The Village Shop Lease

L. Chitty asked for the shop lease commented on by Alex March a Commercial Property Lawyer to be discussed and referred to a memo written by her appendage herewith.

Item 1: definition of property will be dealt with in the Lease unfortunately there is no plan

Item 2: Lobby: This has been included as day to day running, cleaning and management has to be taken by someone. This does not want to be kept with PC. This will not restrict the use to the village shop, but we want them to be responsible for it and take decisions concerning it i.e. erecting notice boards etc. Lease should retain rights of access for other tenants and Landlord but should not be seen as common presence. This area has not been looked after in the past and it is an important part of the shop entrance, practically shop will look after it day by day but the Landlord retains control, part of tenants duties will be to look after it. This was agreed. L Chitty asked that it be minuted this was against advice.

Item 3: Lease will be for 6 years

Item 4: This clause is in Tenants favour. This is dependant on whether PC would charge Vat on rent. It is not thought that we would as we are not registered for Vat.

Item 5: Tenant will be liable for paying for electricity and any telephone they may use. PC will pay water rates as part of the sewage charge.

Item 6: this will be reviewed at intervals.

Item 7: Insurance- loss of rent. 6.2 Tenant to pay proportion of Insurance etc. This has already been discussed and agreed. This paragraph to be deleted.

Item 8: Tenant to be responsible for running repairs. 7.1 is agreed. 7.2 Tenant should not be liable for windows etc. Landlord is to maintain building and electricity to legal requirements. It is the tenants' responsibility to hand building back in good repair. This has already been discussed and Shop will be responsible for all fixtures and fittings therefore 7.2 will be removed leave only part 7.1

Item 9: Alterations: shop fittings to be added to this clause and also shall include fitting of air conditioning system.

Item 10: Break clause will be 3 months.

Item 11: Protection under the Landlord and Tenant act to be excluded. Can assignment be excluded? This is to be included in the new lease for the Post Office so it should be included in the Shop lease as well. Lease should not be assigned to anyone else to obtain rights. This is not a common commercial lease- PC support this project- if the shop is extended beyond 6 years it is proper not to acquire rights under Landlord and Tenant Act. If anything went wrong we would be accountable and in breach of our duties as Trustees of the Centre. T. Poole does not believe this is in the spirit of the project but feels she will have to concede on this point. L Chitty states the Trustees have to protect the assets of the Parish Council.

Item 12: Filkins Community Village Shop is taking up the lease.

Management committee secretary – Sally Peach and Treasurer – Mandy Scot will need to sign the lease. It will start after Phase 2 of the project. The Trustees have granted a licence free of rent for six months which will expire on 13th February 2006. Lease to be executed by 1st February 2006.

Post Office Lease: The Solicitors have asked for the Deed of Appointment to register the land with the land registry. We need to clarify the cost of registration currently estimated at £200. Registration of the title so will create a central record of who owns what. Will need to check with Crowdy and Rose exactly what he is registering i.e. responsibility of walls, drainage, gardens etc. It was agreed to go ahead and register land.

Bowls Club Lease- as they are operating under the Charitable Status of the Village Centre we need to establish they are a separate legal entity. We need to provide a lease so will ask S. Clarke for his advice. If he advises they will have to incorporate.

Action: L Chitty will draft a letter to S. Clarke asking him to clarify these points. Clerk will send this with a copy of the minutes to confirm the above.

Clerk circulated list of cheques paid since last meeting and bank balances were stated as Current Account: £11631.73 and COIF account £16133.45. Clerk stated that the current account was high as she and RFO were preparing to split the accounts between the Centre and Village. Clerk has applied for forms to apply for a new current account for the centre and a deposit account for the Parish Council. RFO and Clerk will calculate balances when new accounts are set up and transfer monies. By end of March all monies will be separated.

***Audit:** Audit Clerks wages needed to be stated separately which has been done and returned.*

***Precept:** Chairman circulated figures which covered bank balances to end of September 2005, expenditure and income from April to Sept 2005, projected figures for October to March 2006 and estimated expenditure and income for 2006/07.*

For 2005/6 the estimated balance at the end of the year will be £21,207. The Hayes Palmer grant and Cinema Grant should be taken into account for the higher figures. As seen from the figures more was spent last year than any of the previous years. Estimated income for 2006/7 will be £13,003 presuming the precept is kept at £5000, so the loss over the year will be £1000. These figures relate to the total amount of money, splitting the accounts will make a difference as the centre generates money and the general account does not- however as Trustees we will be able to use the Centre money. Two things have to be decided: are we happy with the budget and do we need to change the precept.

The assets of the Centre are not PC assets- are we getting enough income for the Flat, Hardcastles Field, Bridge Cottage? The flat rent was put up last year, Hardcastles field rent was set about 6 years ago, it may be worth more. Nigel Hitchcock will be asked to advise on this. Bridge Cottage is a fixed fee which is set for ~ 20 years. C. Bristow suggested it should be £6000 to cover short fall but this is an increase of 20%, the last increase was two years ago from £4500 to £5000. It is difficult to put up the precept if we have a cushion, do we want a deficit, should we cut expenses. Although we have spent money this year we have managed to get money in from grants and been successful, it may be wiser to take the deficit this year and look again next year. The village plan has not brought up anything as yet to spend money on at the moment we will have to wait for further actions.

T. Poole proposed that we keep the precept at £5000 again and take deficit this will be reviewed again in Oct 06. Clerk will keep an eye on expenditure and budget will be reviewed in six months. This was agreed.

53. *Affordable Housing:*

Clerk sent the village map to Village Plan sub committee to mark suggested sites from the housing survey. This has now been returned. The Plan committee were asked to identify any other sites which they may feel suitable. There were no others and put forward the suggestion of the allotments at Heitts Gardens was the most popular and the one they supported. Chairman suggested field next to the Cemetery, which could lead to the area of grass by the Gassons being used as a village green. Hardcastles field was also suggested but access may be a problem, field to left of playground also (mark whole field), area between telephone exchange and Kings Lane and Dyers plot. R. Martin will mark these suggestions on the map.

Clerk reported that Langford Parish Council say they have an exception site which may go ahead but they would like to pursue this on their own and Filkins do the same. If Filkins cannot come up with anything then they may accept Filkins residents into their scheme. It was pointed out that there has been no new housing in Filkins for 50 years.

54. *Before the room was cleared for a confidential item Chairman asked the public if they had any comments for the Council. M Hambidge asked if the grave sizes could be checked, he is concerned where his plot is there will not be enough room and also to confirm his double dug plot. Clerk advised him that the plot markings had been measured out by Taylors but she would check them, the correct measurement is a 4'6" centre, also his plot can be double dug although this will be the last one on the advice of Taylors. M. Clark was surprised at the amount of land registry fees as this is usually calculated on a fixed percentage of the value although there is a discount for first registration. This will be looked into.*

Clerk also informed the meeting of an item brought to the attention of the Council by M. Hambidge. He asked if a blue plaque could be put on the village centre for Sir Stafford Cripps. The price of this will be £400 and one of the criteria would be that he had lived in the building. Clerk will look into this in more depth.

Clerk has also spoken to OCC survey had been completed on A361 and suggestions have been put to Geoff Barrell. He will be looking at these and visiting the site over the next couple of weeks and then reporting to us. He would hope that any work to be carried out could be done before Christmas but this would have to be confirmed. Painting the junction would have to wait until all alterations are done as the road would have to be closed. Clerk has spoken to Paul Wilson and asked that the trees on A361 and Broughton Poggs road be cut as they are obstructing the signs, yellow signs for housing in Carterton be removed. Chairman also asked if he could replace the granite sets at the side of the road by the War Memorial and further down as these have come loose.

Clerk was also asked to write to Village Plan Committee and ensure they understand what they have been asked to do. What they are empowered to carry out and what not. R. Martin will draft letter.

The room was cleared and the Clerk asked to leave while her wages were discussed.

55. *Clerks Wages:*
Confidential item.

56. *Date of Next Meeting:*
To be advised