



Minutes of the Meeting of Roade Parish Council held on **Monday 30<sup>th</sup> November 2020** at 7pm.

Present: Cllr L Murray (Chairman of the Council), Cllr D Bennett, Cllr I Calder, Cllr A Fox, Cllr M Reilly, Cllr S Shrubb, Cllr E Sinfield and Cllr D Waters.

Mrs A Reynolds (Clerk to the Council)

	Action
<p><b>RPC/406 – Acceptance of apologies for absence.</b>                      Cllrs Davies sent his apologies.                      Cllr Curtis &amp; Ruse were absent with no apologies sent.  <b>RESOLVED:</b> That Cllr Davies’ apologies be approved.</p>	
<p><b>RPC/407 - Public Session</b>                      No members of the public were present.</p>	
<p><b>RPC/408</b></p> <ul style="list-style-type: none"> <li>• <b>To receive declarations of interest</b> – None received.</li> <li>• <b>To receive requests for dispensation</b> – None received.</li> </ul>	
<p><b>RPC/409 – Response to issues raised in the Public Session</b>                      Nothing to respond to.</p>	
<p><b>RPC/410 - Approval of Minutes of 9<sup>th</sup> November 2020.</b>  <b>RESOLVED:</b> That the minutes be signed by the Chairman as a correct record of the meeting.</p>	<b>Chairman</b>
<p><b>RPC/411 – Matters arising from the minutes not covered elsewhere on the Agenda</b>                      None.</p>	

**RPC/412 – Resolve a response to Roads Junction Community Group (RJCG) lease questions in conjunction with the Solicitor’s advance to proceed with the purchase of the library.**

RJCG had raised eight queries/questions to the lease, these had been sent to the solicitor and had been circulated to councillors prior to the meeting, together with a copy of the lease and the solicitor’s recommendations.

**1. Could a clause be added to the lease suspending rent during times of Pandemic restrictions that would prevent in library activities and fund-raising events?**

**RESOLVED:** Any rent suspension in response to a pandemic will be negotiated separately to the lease agreement. Any temporary rent concession will be made in writing to RJCG agreeing to waive the payment of rent for an agreed period and stating that the remainder of the terms of the lease remain in full force and effect. It will be signed by the landlord and acknowledged by the tenant and a copy kept with the lease.

**2. Could there be a single rent review, a mutual break clause and for the rent review to be linked with the Consumer Price Index?**

**RESOLVED:** The Council agreed to this.

**3. Could the rent be paid in quarterly payments rather than yearly?**

**RESOLVED:** The Council are happy to have the rent paid in quarterly instalments, payments to be in line with the usually contracted rent dates of 25<sup>th</sup> March, 24<sup>th</sup> June, 29<sup>th</sup> September and 25<sup>th</sup> December.

**4. Blanket ban on signage at the library without the Parish Council’s permission. Can this be changed to be where the landlord wants a right to approve the signage that the landlord’s approval not be unreasonably withheld or delayed?**

**RESOLVED:** The Parish Council are happy for any internal signs to be changed without agreement and posters etc be displayed outside. External signage would need approval and will not be unreasonably withheld or delayed.

**5. Concerns regarding the obligation to keep the property in good repair and condition, should for example condensation damp appear in three years’ time RJCG would be liable to resolve. Could this be that the tenant is only liable to keep the premises in the same state of repair as at the grant of the lease:**

**RESOLVED:** To follow the Solicitor’s advice ‘under the lease as drafted, RJCG is not responsible for any inherent structural defects to the building. Therefore should, for example, condensation damp be identified after three years, RJCG would not be obliged under the terms of the lease to insulate the building. It would, however, be obliged to carry out cosmetic repairs to continue to present the property in a reasonable state. The lease will retain the requirement for RJCG to keep the property in good repair and condition throughout the term as this is a standard provision on leases of this kind, particularly as RJCG is familiar with the state of the property and has the opportunity to raise any specific areas of concern’.

**6. Landlord’s neighbouring properties should be set out in clearer terms.**

**RESOLVED:** Landlord’s neighbouring property is a defined term. Although the Parish Council may not currently own any neighbouring land at the present time, the clauses referring to the ‘landlord’s neighbouring property’ are included to protect the Parish Council’s interests in the future, should circumstances change.

**7. RJCG are responsible to maintain fire equipment, this will require regular maintenance, the cost of the maintenance of this needs to be factored in.**

**RESOLVED:** The Parish Council will take over the fire equipment maintenance, however RJCG needs to advise the Parish Council of any problems, should these problems not be brought to the Parish Council’s attention it will nullify the Council of any responsibility.

**8. Could RJCG have first refusal of a new lease?**

**RESOLVED:** The Parish Council would like to leave this as it is.



<p>The Clerk will email the decisions across to the solicitor first thing in the morning and will advise RJCG.</p>	<p><b>Clerk</b></p>
<p><b>RPC/413 – Address concerns regarding Councillors not responding to emails.</b>                  The Chairman reminded Councillors that checking emails is especially important and raised concerns that some councillors appear not to be reading or responding to any emails. Following a long discussion, it was agreed that should the Clerk require a response she will add this with a date to respond by in the subject line. The Chairman and Vice Chairman will also address the concerns with councillors who were not at the meeting.</p>	<p><b>Chairman &amp; Vice Chairman</b></p>
<p><b>RPC/414 – Close</b></p> <p>The meeting closed at 8pm</p> <ul style="list-style-type: none"> <li>[Note: The next ordinary meeting of the Council will take place on Monday 14<sup>th</sup> December 2020.]</li> </ul>	

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT