

**MINUTES OF AN EXTRAORDINARY MEETING OF HARBURY PARISH
COUNCIL**

Held in Harbury Library on Wednesday, 17 October 2012 at 7.30pm.

Present: Cllrs Lockley (Chairman), Hancock, Knowles, Patrick, Thornley,
Ekins, Thompson, Mancell

In Attendance: Mrs A Biddle (Clerk to the Council), District Cllr Hamburger (first
half of meeting only)

12/144 APOLOGIES: Cllr Lewis, Cllr Summers, District Cllr Mann

12/145 DECLARATION OF INTEREST ON ITEMS ON THE AGENDA

None declared.

12/146 PUBLIC PARTICIPATION

District Cllr Hamburger provided information about the condition of the Wight School building and gave his personal advice on matters of concern relating to the lease. His recommendation to the parish council was to accept the lease in its current form on the basis that this is not a commercial enterprise but a community project.

12/147 HARBURY LIBRARY

All members had received copies of the solicitor's correspondence and the latest version of the draft lease.

Cllr Mancell explained the relationship between the different parties with an interest in the Wight School building. He then highlighted the concerns raised by the council's solicitor as follows:

- The definition of the premises to be let to the council is unsatisfactory
- The landlord is not prepared to accept any obligation for repair or enforce an obligation for repair on other tenants of the building
- Under the terms of the lease as it stands, the council will have an obligation for the repair and maintenance of the boiler which is potentially onerous and expensive

In conclusion, the council's solicitor considers the draft lease as it stands to be unduly onerous and creates a potential liability for the council which outweighs the commercial benefit of completing it. At the same time, the solicitor understands that there may be community based reasons which will have a bearing on the council's decision in this matter. It has also been demonstrated that despite several months of negotiations with the trustees' solicitor on the terms of the lease, they remain intransigent and have not agreed to any of the council's solicitor's proposed amendments.

The various options available to the council were considered:

- Accept the lease in its current form, and the risks involved
- Do nothing for the moment and wait and see what happens

- Request a much shorter term lease from 1 to 5 years with the council's obligation to repair restricted to internal only
- Seek to amend the current draft lease to provide for an internal demise only so that the council is not responsible for the structure.

It was agreed that further negotiation on the terms of the lease would prove unsuccessful. The parish council's reasons for taking on the building are to continue to provide the local community with a library. The council has already made financial provision for this in its budget. The building is currently in good condition following extensive repairs recently carried out by WCC. The library group is managing the library well, and it is paying its way. They have an agreement with the pre-school re the sharing of utilities bills and this can probably be extended to the boiler if required. The current draft of the lease provides for a 5 year break if necessary. On balance therefore, councillors felt that the risk to the parish council was an acceptable one and that they would not be committing the council to a long term project which was unsustainable.

It was **RESOLVED** (proposed Cllr Mancell, seconded Cllr Ekins) to accept the lease in its present form. The clerk was asked to instruct the council's solicitor to proceed accordingly with the completion of the lease.

It was also agreed that the ICT licence should include provision for notice to be given to the library group if access to the broadband equipment was required.

12/148 FINANCE

Standing Order for PAC Grounds Maintenance

This matter had been resolved and did not need to be discussed.

12/149 DATE OF THE NEXT MEETING

The next ordinary meeting will take place on **Thursday, 25 October 2012 at 7.30pm in Harbury Village Hall.**

The meeting closed at 8.25pm.

Signed.....Date.....