

**DRAFT Minutes of a Parish Council Meeting Held at
Toft Hotel on 28 September 2011 at 1930**

Present: Mr McWilliams, (Chairman), Mr Stock (Vice Chairman), Mr Cork, Mr Russell, County Councillor Martin Trollop-Bellew, District Councillor Ibis Channel, Mr Childs (Clerk) and 12 members of the public.

Apologies: Apologies were received from Mr Anderson.

Declarations of Acceptance of Office/Interests Register. No conflicts of interest were expressed on the agenda items.

Minutes of the last Meeting. The minutes of the last meeting on 12 July 2011 were accepted as a true copy.

Matters Arising. All matters arising would be covered in the agenda items or at the next meeting with Mr Anderson present.

Planning Applications.

Mrs Renner – Bridge House – An application has been received by the enforcement officer and is being processed.

Parish Property.

Jasmine Cottage. The rent review is ready to be carried out in early Jan 12. The Chairman read out a summary of the issue regarding Jasmine Cottage and the extension to the barn building. The report is attached to these minutes.

Playing Field. Culling of the rabbits on the playing field continues and ground repairs can be considered when culling is complete. This may take the form of using a chain harrow and additional earth in November. Other methods of reducing the rabbit population were discussed but the problem is throughout the area. Anti-bird fouling strips have been purchased and installed to stop fouling of the swing seats. They seem to be extremely effective and details would be passed to WOTH Clerk.

Highways.

Toft.

Walkway. It had been previously agreed that the Parish Council would act as the liaison between LCC Highways and the residents of Lound Road in Toft both to investigate the legal position of the Lound Road residents' frontage boundaries and act at a local level to attempt to resolve the issue of alleged 'garden' creep. Regretfully, the boundary situation is far from clear. It was decided that it was now inappropriate for the Parish Council to continue in this liaison role and that we should hand the issue back to LCC Highways to resolve. The Chairman wrote to all affected residents of Lound Road and explained the situation and the Parish Council decision. The Chairman

reported that he had also written to LCC Highways, informing them of the decision to withdraw from the negotiations and inviting Highways to deal directly with the residents. The Clerk advised that the money allocated for the walkway may not be available after the end of the FY. The project relies on a quick resolution by the residents and then the agreement of Mr Lees to sell the land for the walkway.

New “Village” Signage. New signs stating “Welcome to Toft Please Drive Carefully” have been installed at both ends of the village on the A6121. An additional bend sign is still to be erected on the A6121 from Bourne.
Action: Clerk.

Reactive Sign. An on-site meeting has been requested with Highways to determine the location of the sign and definitive costs. The Parish Council remains concerned that any money spent to reduce the likelihood of further accidents at this black-spot is invested wisely. As such, the Parish Council wishes to include the Lincolnshire Road Safety Partnership in this project.
Action: Clerk, Mr Stock.

Finance Summary.

Barclays Current Account	£2424.77
Barclays Savings Account	£8052.20
Halifax Investment Account	£6411.00 @ 2.3% maturing 12 Apr 12.
Halifax Investment Account	£7531.96 @ 1.25% maturing 12 Oct 11.
Halifax Deposit Account	£100.53

The Clerk advised that Halifax, having been taken over by Lloyds, no longer allow investments in Guaranteed Reserve accounts for such as Parish Councils. The Clerk will seek alternative institutions to invest the maturing account from 12 Oct 11.
Action: Clerk

Cheques to be signed. A cheque for the Clerk's salary and expenses for £425.21 was approved and signed. A further cheque for the Parish Cleaner for £121.35 was also approved.

General Items.

Parish Community Cleaner. The parish community cleaner system appears to be working well but feedback on areas to be cleared would be appreciated.

Hirer Indemnity Forms. The forms have been prepared.

Marquee Purchase. No further details available in the absence of Mr Anderson.

Standing Orders. Parish Council Standing Orders are still being considered. A copy of Orders used by Witham on the Hill PC will be forwarded to us for information.

Correspondence. There was no correspondence to consider.

AOB

The County Councillor advised that a new Deputy Leader of LCC had been appointed. The Highways department are well prepared for the winter and all salt boxes are full with adequate reserves. The Councillor advised he has an allocation of money for donations to local good causes. The PC will consider making a bid.

The District Councillor gave details of other Parish Plans for consideration. A POC in Grantham was given, (Karen Sinclair) should the PC wish to seek advice.

Mr Robert Reid has advised that he will no longer be able to maintain the triangle of land adjacent to the hotel on the A6121. The Toft residents will therefore resume responsibility for the upkeep. Action: Mr Stock

DONM The date of the next meeting will be 30 November 2011.

Chairman.....

Clerk.....

Date.....

RECURRING AGENDA ITEM - JASMINE COTTAGE

As of May 2009 the terms of the Jasmine Cottage rental agreement between the Toft cum Lound and Manthorpe Parish Council and Mr David Kreutzberger have been a recurring agenda item at the Parish Council meetings. The point of this note is to explain why this was so, outline the steps that the Parish Council took to investigate the issues surrounding the let, detail the result of the steps taken and to place a formal explanation of these events into the Parish Council minutes for future reference.

The Parish Council let Jasmine Cottage to Mr David Kreutzberger on 30th January 1984. Since that time the tenant has maintained the property to a high standard, co-operated fully with all rent reviews and invariably paid his rent on time. As guardians of the Parish's resources, the terms of the rental agreement were discussed by the Parish Council to determine if the Parish was receiving maximum income from this rental agreement. It was felt by some members of the Parish Council that the terms of the contract were out of date and that the Parish was losing income by not receiving a representative private dwelling rent for the property. It was suggested that the original tenancy was designed to provide accommodation and an income for an agricultural worker and that the tenant was no longer in this category. However, subsequent investigation determined that this is not the function of the agricultural rental agreement. Unlike an agricultural tied cottage, the agreement was not designed to assist a poorly paid agricultural worker find low-cost accommodation; instead, the agreement is a contract to rent out the property as a farm, albeit a very small one.

The Parish Council sought the advice of the National Association of Local Councils as to the Parish Council's rights to change the terms of, or terminate, the existing agreement. Their solicitor advised that the tenancy was subject to the Agricultural Holdings Act 1986. This Act states that rent of an

agricultural holding is revised by agreement between both parties as determined by an agricultural valuer. Amongst other factors, it states that the rent must be set taking the character and situation of the holding into account along with the current levels of rent in comparable agricultural lettings. As to the Parish Council's right to make changes to the contract, it was explained that this could only be done with the agreement of both parties.

For completeness, it should be noted that under the Act landlords have limited options to serve a notice to quit to a tenant. Except in 8 cases (none of which apply in this case), the tenant has the right to issue a counter-notice on the landlord. In this event, the case would be referred to the Agricultural Land Tribunal for consideration. The Tribunal has the authority to consent to the operation of a notice to quit only if the landlord can prove one of 6 specific grounds. Again, none of the grounds apply to this situation.

In August 2010 the Parish Council asked the tenant to agree to alter the terms of the tenancy and change from an agricultural tenancy agreement to a domestic dwelling agreement with the rent rising over a period of time to a representative open market rent. Unsurprisingly, the tenant did not agree to this change of his tenancy.

During the latter period of this protracted discussion, the tenant married. In preparation for his family moving into the property, the tenant made structural improvements to an outbuilding adding an additional bedroom as accommodation for his stepdaughter. However, these major structural improvements were made without the permission of the Parish Council. There is contention as to the way the tenant obtained permission to go ahead with the changes. Mr Kreutzberger states that he informed the Planning Officer that he was living in rented accommodation. Whilst the Planning Officer states that had he known that Mr Kreutzberger was a tenant, as part of his ruling, he would have instructed him to gain our permission. Irrespective of this, the Planning Officer determined that converting the outbuilding was not a change of use and that planning permission was not required. It is unfortunate that the Rental Agreement does not state that the tenant must have the permission of the landlord to undertake structural changes to the property. National Association of Local Councils advised that as Mr Kreutzberger had carried out the building work without our prior approval, he had forfeited the right to any compensation for the work. They explained that had he obtained Parish Council permission prior to starting work then we could have entered into a Tenancy Improvement Agreement. This would have seen his investment secured by means of compensation of a proportion of his outlay in the event of his tenancy terminating ahead of an agreed date.

On 10th July 2011 the Parish Council asked Mr Kreutzberger to agree to an addendum to the contract requiring him to obtain written permission prior to starting any further structural work. Mr Kreutzberger did not agree to this addendum explaining that he had been advised that the Agricultural Holdings Act already protects both his and the Parish's interests without the need to alter his agreement. However, Mr Kreutzberger verbally undertook to seek approval prior to any further structural work and expressed his wish to co-operate in partnership with the Parish Council in the maintenance of the property.

The Parish Council is unanimous in believing that it has taken all reasonable steps to ensure that the Parish is receiving the correct income from Jasmine Cottage. It also believes that Mr Kreutzberger's undertaking to seek Parish Council approval prior to any future structural work is sufficient to protect the future needs of the Parish. The Parish Council also notes that the tenant's improvements to the property will be of financial benefit to the Parish in the longer-term.