



Minutes of a meeting of the full council  
Held on 13<sup>th</sup> January 2022 commencing at 8 P.M. via Zoom.

**As this was a virtual meeting, no decisions were made, and recommendations were subject to consideration at the next full council meeting.**

**1/22 Those present and apologies for absence.**

**Chair** Cllr Piggott

**Councillors** Battersby Birch, Cole, Freeman, Mendoza, Reynolds, Seffens, Vaz, Wickstead.

**Also present** Locum Clerk

**Resolved.** The council accepts apologies for absence from Cllrs Feetham, Mills. Proposed Cllr Piggott and carried unanimously.

Not present Cllrs Bell, Shami

**2/22 Declaration of Disclosable Pecuniary Interests.**

Cllrs Cole and Reynolds declared pecuniary interests as Trustees of the Charity  
Cllr Freeman declared an interest as a member of tennis club.

**3/22 Public participation**

There were no members of the public present.

**4/22 Resolved.** In accordance with the Public Bodies (Admission to Meetings) Act 1960 Sec 1 (2), the council resolves to close the meeting to press and public to consider the following commercial matter. Proposed Cllr Piggott seconded Battersby and carried unanimously.

**5/22 To consider the Jubilee Park lease**

At the December Council Meeting, the following motions were proposed but given the declared interests of the three council members, the meeting was inquorate for these decisions.

*Following the successful completion of all the works itemised in the current lease, and in recognition of the changed circumstances since the initial lease was signed. The council is being asked to consider deriving an up-to-date valuation of the lease, and an updated lease that recognises the completion of all the outstanding works specified in the original lease.*

**Motion.** *The council approves expenditure of up to £2,000 to obtain an independent valuation of the lease for Jubilee Park.*

**Motion.** *The Council approves expenditure of up to £1,500 to prepare a revised lease for Jubilee Park.*

The Chairman thanked the councillors who attended and explained that the purpose of the meeting was to have a full and open discussion about the best way to provide an equitable and long-lasting solution to problems around the current lease.

The Council then held a full and comprehensive discussion to explore the history of the lease and the problems with the lease, both perceived and actual. It was agreed that the conditions and requirements of Fields in Trust did make the lease more complicated and most of the confusion came from the way these were being interpreted. Once a common understanding about the FiT requirements was reached, it was agreed that there was no need to issue a new lease, but there is a need to make some amendments to the current lease. Some of those amendments were required by the Land Registry before the lease could be registered. Two of the five Land Registry changes were corrections of drafting errors in the original lease, one requires further information about a restriction, but the main correction makes it clear that the leases for the Tennis and Croquet sites are separate leases between the council and the clubs. There is also an error in the execution of the document, which requires two Councillors to sign, and all the amendments must be initialed by two councillors.

It was further agreed that the rents agreed in the lease should stand as published but in view of the difficulties caused by lockdown, the trust would not be required to pay back-rent for 2018-2021. Repayments would be calculated from 1<sup>st</sup> April 2022 and all three rents would be collected by the council to be saved in an earmarked reserve as funds to be used exclusively for the improvement of the site covered by Fields in Trust at the Council's discretion. The loan would remain on the council's asset register for repayment at the end of the lease, or sooner if practicable. The Council would not require reimbursement for the insurance.

Finally, it was agreed that the council would get a valuation of the lease to meet the requirements of Financial Regulation 14. This would be to establish the baseline price and would be used to calculate the discount. As the trust provides a service to the residents, there would not be an expectation that the market value would be demanded.

## **6/22 Items for next agenda.**

Resolutions for consideration

Lease to be amended to reflect corrections, rent to be collected from April 1<sup>st</sup>, 2022 at the rate set in the 2018 lease, insurance premium not to be demanded, all lessees to pay rent to the council, loan to remain interest-free and repayable the end of lease or earlier, rent to be ringfenced to improvements to site, insurance premium will not be demanded Cllr Mendoza to be appointed as second signatory.

**Meeting closed at 10 p.m.**

## **Appendix one. Prepared statements submitted by Cllr J Reynolds**

### **Statement one – for December full council.**

#### PREPARED STATEMENT

Exactly five years ago the opening meeting of the Ongar Community Sports Trust ( OCST ) took place here,in the Council Office.

Ongar Town Council ( OTC ) set up the Trust which comprised of twelve Trustees three of which were Town Councillors.

The idea of this was to promote communication and co-operation between the respective parties.

No longer a stipulation of being a Trustee,currenty there are three Councillors who are Trustees.

Regarding the proposed motions of agenda item 236/21, if carried and eventually implemented, would be illegal.

This has been substantiated in an email sent from the Council solicitor to the Trust solicitor and I quote "...I have explained that the lease has already been granted and cannot be cancelled,so,if the council is considering revising the lease ,they will have to vary the existing document by agreement with the Trust. "

Following on from this, Cllr. Birch, as OTC chairman, had a zoom meeting with Andrew Bacon,the OCST chairman, on the 16th. September 2020,when the Council Clerk was also present.

Cllr. Birch confirmed the agreed details of that meeting to Andrew Bacon, the same day for Trustees to consider.

Andrew Bacon again on the same day emailed Trustees for comment and agreement. On the 25th. September Andrew Bacon confirmed to Cllr. Birch and the Clerk that the OCST were in agreement with the proposal.

On the 7th. October 2020 Clr. Birch circulated the agreed details to all councillors copying in the clerk and office staff .Cllr Birch stated that if there were any questions to contact himself and copy in all councillors.

Additionally, it was stated that this item would be on the agenda of the next Council meeting.

Now at the Council meeting on the 15th. October 2020,agenda item ( 207/20 ) the following was resolved " The Council agreed amendments to the lease " Proposed Cllr. Birch seconded Cllr. Piggott - Unanimous with one abstention.

Prior to this Cllr. Birch and Andrew Bacon had been advised that once the Council and Trust had made their decisions, the Council solicitor would be advised.

A last point of contention which really is not contentious, is lease clause 10.1.

Although incorrectly worded in the last sentence of the opening paragraph, it states items which the Council are responsible to repair and maintain.

Items d,e.g and have all been dealt with and this can be substantiated from council financial records.

Therefore, there is no reason to alter this clause in any way.

Cllr. J R Reynolds.

## **Statement two - for January full council.**

OTC ( EOM ) - 13.01.2022

### STATEMENT

In the first instance, I trust that Councillors have read and understood the content of my Prepared Statement, read out at the OTC meeting on 16.12.2021. NB. The statement is on OneDrive now and will be attached to the meeting minutes when they are posted on the OTC website.

This mess came to notice in 2020 with the Ongar Community Sports Trust ( OCST ) solicitor trying to get the Lease registered at Land Registry.

Contact with the OTC solicitor came back with the reply that OTC were not responding.

Further effort in trying to contact the OTC solicitor, reportedly on at least twelve occasions, were ignored. Land Registry finally ran out of patience and cancelled a second Lease registration application in July 2021.

In preparing the Head Lease together with the Tennis and Croquet leases, the OTC solicitor worked in tandem with the Fields In Trust solicitor.

Fields In Trust, through their Land And Planning Committee accepted the proposed leases on the 28th. August 2018.

Details of the Head Lease are recorded with the Valuation Office Agency, who deal with the non domestic rateable value of the site.

The revised rent agreed and accepted by the OCST and by OTC at Full Council on the 15th October 2020. has been further endorsed by OTC.

The agreed rent is detailed as income in the current Precept Budget and the recently accepted Precept Budget for 2022/2023.

For OTC to avoid future embarrassment the only course of action is this :-

The Council must instruct the Clerk to supply the information required by the OTC solicitor to get the Land Registry registration application accepted. NB. Land Registry issued a 5 point Requisition for information and this is what has to be dealt with.

The Council must also instruct the Clerk to notify the OTC solicitor of the Lease revision made ay Full Council on the 15th. October 2020..

John R Reynolds

*Note- statement one was submitted to the December meeting, which was inquorate for this item. The second statement was submitted prior to this meeting, where both were considered.*