



## **Minutes of the Meeting of the Facilities Committee in the Town Hall, Bollington Town Hall at 10.00am on Monday 3<sup>rd</sup> April 2023.**

### **Those Present:**

Cllrs: Ken Edwards (KE), Jo Maitland (JM), James Nicholas (JN), Judy Snowball (JS), Amanda Stott (AS), John Stewart - Town Mayor (JCS).

**Chair:** Cllr James Nicholas

**Town Clerk:** Julie Mason

### **Declarations of Interest**

None declared

### **Public**

Nobody present.

### **FC 17/23 To receive and approve apologies for absence:**

None.

### **FC 18/23 To receive and approve the minutes of the Facilities Committee meeting held on 3<sup>rd</sup> April 2023 (FC 06/23 - 16/23).**

**RESOLVED** the minutes were accepted as a true and accurate record.

### **FC 19/23 Matters raised from the minutes.**

Cllr KE wished it to be noted that he would raise the objectives of the Town Hall Working Group within the Corporate Plan at Full Council on 4<sup>th</sup> April as he felt the aims should be to concentrate solely on the renovations and improvements to the Town Hall and not look at alternative venues.

### **FC 20/23 To note the following payments.**

- *Bowcock & Pursaill = £350.00 plus VAT costs – Turner Rise*
- *£169.00 – hoover for Civic Hall*

**RESOLVED** the payments were accepted.

**FC 21/23 To receive the minutes from the Allotment Working Group on 29<sup>th</sup> March 2023 and resolve actions.**

**RESOLVED** the minutes were accepted.

The committee agreed that the lease should be signed after the Working Group and committee had scrutinised the surveys and recommendations from the solicitor.

There had been one query as follows.

In the lease 6.1.

**6.1 The landlord may terminate this lease by serving not less than 10 days written notice on the tenant at any time if the existing lease is determined by the landlord under the right for re-entry and forfeiture contained in the existing lease.**

**6.2 The termination of this lease pursuant to clause 6.1 shall not affect any other right or remedy of the landlord in respect of any breach of covenant by the tenant.**

The Clerk had been asked to query with our solicitor and the reply had been as follows.

“This is new wording and only required because if you no longer had the main allotment lease, then this additional allotment lease would fall away alongside the main lease.

In other words, you can't access or use this additional land without having the main allotment lease. As additional comfort to you, the landlord can only terminate this additional lease in the event that you breach your lease provisions and not just terminate because he wants to. If you don't breach your lease, the landlord cannot terminate your lease.”

**RESOLVED** the Committee agreed subject to being allowed in purdah the Council could sign the lease.

The letter to be sent to nearby residents to inform them of the additional allotments site had been circulated to the Committee.

**RESOLVED** if the lease was signed the letter should be circulated from the Town Clerk.

Cllr AS noted that the access could not be made through the existing hedge as from April to September it was the birds nesting season.

The Clerk was asked to seek advice.

**FC 22/23 To discuss the fact no extra car parking spaces can be accommodated at Poolbank car park with section 106 monies.**

The Clerk and the Mayor had visited the car park with a Cheshire East Car Parking Officer and had been informed there was no possibility that extra car parking spaces could be added to the car park at Poolbank. The Clerk had asked the Ward Councillor AS for support and it was reported that she was awaiting a reply from the legal department on the wording from the S106 monies.

**FC 23/23 To receive an update on the land transfer of land from Cheshire East Council Council and Bollington Town Council in reference to Leisure Centre.**

Our solicitor at Bowcock & Pursaill had made contact with the CE solicitor to inform that we were prepared to cover the legal costs to adapt the lease to remove the land grab in the lease from 2017. She had persued but it materialised that the CE legal department had to agree the amendments.

**FC 24/23 To approve the replacement of a curtain on the Civic Hall seating and curtain track.**

The curtain at the side of the seating was damaged and a replacement cost was £210.00 plus VAT and the curtain over the storage room needed replacing which was £100.00 plus VAT.

**RESOLVED** the curtain and track could be replaced as per the quotes.

**FC 25/23 Date of the Next Meeting: 26<sup>th</sup> June 2023 at 10am in the Town Hall**

Meeting closed at 10.35 am.

Signed: .....

Dated: .....