

Minutes of a Meeting of the Policy, Resources & General Purposes Committee, held at the Town Hall, Rye, on Monday 8 August 2011

PRESENT Councillors Granville Bantick, John Breeds (Mayor), Mike Eve (**Committee Vice-Chairman**), Sonia Holmes, Jo Kirkham, Nigel Jennings, Shaun Rogers (Deputy Mayor), Mary Smith, Sam Souster

IN ATTENDANCE Richard Farhall - Town Clerk; Cllrs Heidi Foster and Adam Smith; Peter Cosstick – Heritage Centre Manager *[part]*; 11 members of the public

The meeting commenced at 7.33pm and was chaired by Cllr Eve.

17 APOLOGIES

Apologies for absence – and the reasons (lodged with the Clerk) - were accepted from Cllrs Lord Amphill, Jonathan Breeds, Bernadine Fiddimore and Ian Potter (**Committee Chairman**).

18 DISCLOSURES OF INTEREST

Cllr Mike Eve	<i>personal</i>	item 23	Fletcher in Rye CIC Director
Cllr Sonia Holmes	<i>personal</i>	item 24	Rye allotment holder
Cllr Nigel Jennings	<i>personal</i>	item 24	Rye allotment holder
Cllr Shaun Rogers	<i>personal</i>	item 24	Rye allotment holder
Cllr Mary Smith	<i>personal</i>	item 23 item 24	Friend of the Fletcher Theatre Rye Allotments Association member

*The Committee Vice Chairman adjourned the meeting for a presentation by Hugh Kermode on behalf of the Fletcher in Rye Community Interest Company. See **Appendix.**) The meeting reconvened.*

With the meeting's permission, the Committee Vice Chairman brought forward item **24**.

24 ALLOTMENTS: MANAGEMENT

Members were invited to consider a letter from Alwyn Roebuck, RDC Technical Services Manager inviting RTC to consider taking on the management of Rye's allotments as part of Rother's 're-setting agenda'. Members noted the Clerk's response (21.7.11).

Cllr Souster advised that he had tried to get the issue of ownership of the allotments on to RDC Members' Work Programme – he wanted the opportunity to put the case for the freeholds being returned to RTC directly to Members. To date, RTC had dealt mainly with officers. If it was the wish of his Town Council colleagues he would pursue this further.

Should there be a vote during this item, Cllr Mary Smith requested that it be recorded.

Comments made during the ensuing discussion included: entering into a management arrangement with RDC could be seen as legitimising RDC's continued claim that it is

the lawful owner of the allotment sites; it would be a mistake to go down this path prior to the Localism Act, which could provide RTC with new powers to secure their return; RTC is the Proper Allotments Authority under the LGA 1972; RDC has no legal right to sub-delegate the management function; why is RDC intent on holding on to two sites which it has valued at just £14,500 each? (suggesting it suspects they might be statutory allotments); RDC has the registered title to the sites; the allotments could be run by a CIC established for this purpose – such an arrangement would not alter RTC's position; it should be possible to negotiate a management agreement whilst maintaining RTC's claim to legal ownership; if RDC outsources the management of the allotments to some other party it is likely to be for at least a 5-year period – RTC could find itself in dispute with two parties, the 'managing agent' and RDC; RTC could ask Eric Pickles to assess the dispute between RTC and RDC; RTC could manage the allotments 'without prejudice' (to its ownership and statutory status claims); although RTC had chosen not to incur any further legal costs in this area, the Allotment Association has access to legal advice; RDC has not approached the Allotments Association

Speaking from the Gallery, Cllr Adam Smith stated that he believed that one of the organisations interested in managing the allotments had withdrawn that interest.

*The meeting was adjourned to allow Roy Godwin to contribute to the debate on behalf of the Rye Allotments Association. (See **Appendix**.)*

RECOMMENDATION That the Council considers entering into some form of an allotments management arrangement with RDC on a 'without prejudice' basis (and subject to agreement on terms and conditions) – and that the Allotments Association be advised.

For **John Breeds, Rogers, Kirkham, Bantick, Holmes, Souster, Eve Ag Mary Smith, Jennings**
Ab *None*

With the meeting's permission, the Committee Vice Chairman brought forward item 21.2.

21.2 Heritage Centre

a) Progress report

The report of the Heritage Centre Manager, Peter Cosstick (PC) included reference to:

- July's trading results had not been as good as last year; however, growth was up 13.5% between 1 April and 31 July.
- The Town Model's processor (around 17 years' old) had failed a couple of times recently and it was becoming increasingly more difficult for the maintenance company to source spare parts. RTC would soon need to consider replacing the technology (estimated cost: £10,000-£12,000)
- Last week he had worked with two BBC film crews working on *Haunted Trails* (to be aired on Blighty) and with the History Channel
- TSE had expressed interest in the RDC district-wide £65,000pa tourism promotion contract and had submitted a business plan. PC had had informal discussions with another interested party, Top Up Media, exploring the possibility of some kind of a partnership; however, Top Up Media was also opinion that £65,000pa not sufficient to deliver the spec.
- August's trading figures appeared to be 'back on track'

19 MINUTES

RESOLVED To adopt the Minutes of the meeting held on 13 June 2011 (PR01) as an accurate record of the proceedings.

20 MATTERS ARISING

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4 Matters Arising, Rye Cemetery, Resolution (asking Amber Rudd MP if she would consider pursuing a suitable amendment to the Local Authorities Cemeteries Order 1997 to permit the re-use of grave space) Actioned – response awaited.

5.6 Internal Controls (Members assisting with internal controls) Not yet introduced.

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5.1b) Finance – Town Hall – Budget Monitor, Resolved 1 (exploring how the Budget Monitor could be improved) Outstanding.

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5.2d) Heritage Centre – Contract (arranging meeting of the working group) Outstanding.

5.6 Bank Mandates – see main agenda item 21.5.

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11 Skate Park, Resolution (licence renewal) Actioned.

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12 Memorabilia (making items associated with Rusty Ellis available to Rye Museum) Outstanding.

13 Annual Town Meeting (meeting of the working group) Outstanding.

14 Flying of the Union Flag (Cllr Rogers drafting a revised policy) Outstanding.

15 Adverse Weather Response – see main agenda item 27.

21 FINANCE

21.1 Town Hall

a) Schedules of Authorised Payments and Statements of Income

RESOLVED That the Schedule of Authorised Payments and Statements of Income for May-June 2011 be received and adopted.

b) Budget Monitor

RESOLVED That the Statement of actual income and expenditure to 30 June 2011, against that budgeted, be received and noted.

21.2 Heritage Centre

b) Payments and Income

RESOLVED That the Income by Customer Summary, Expenses by Supplier Summary and Cash Account Summary for April 2011 to June 2011 be received and noted.

c) Budget Monitor

RESOLVED That the Statement of actual income and expenditure to 30 June 2011, against that budgeted, be received and noted.

21.3 Account Balances

RESOLVED That the Statement of Account Balances as at 30 June 2011 be received and noted.

21.4 Earmarked Reserves

RESOLVED That the Statement of Earmarked Reserves as at 30 June 2011 be received and noted.

21.5 Amended Bank Mandates: Nat West and Co-operative

(a) Nat West

RESOLVED That a banking relationship will be maintained with National Westminster Bank plc (The Bank) in accordance with this Mandate and that:

- (i)** the individuals identified as Authorised Signatories may, in accordance with the Signing Rules, sign cheques and give instructions for Standing Orders, Direct Debits, electronic payments, banker's drafts and other payments on the Accounts even if it causes an account to be overdrawn or exceed any limit
- (ii)** any Authorised Signatory may give other instructions or requests for information to the Bank in relation to the Accounts; opening accounts with the same Signing Rules and Authorised Signatories; closing accounts; or other banking services or products
- (iii)** the Bank may accept instructions that do not have an original written signature provided the Bank is satisfied that the instruction is genuine and subject to any other agreement the Bank may require for those instructions
- (iv)** the Customer will provide to the Bank a copy of its constitution and any amendment to the constitution, certified as correct by the Secretary
- (v)** this Mandate will continue until the Customer gives the Bank a replacement mandate of the Customer passes a resolution changing the Signing Rules and/or adding or removing an Authorised Signatory by completing and returning the Change of Signing Authority form in which case this Mandate will continue as amended.

(b) Co-operative

RESOLVED That:

- (i)** The Co-operative Bank plc ('the bank') shall continue as our bankers in accordance with our original application
- (ii)** the bank shall be authorised to accept instructions

(including written instructions sent by facsimile and electronic instructions through the use of digital signatures and/or identification numbers or passwords) from us in connection with the accounts and the service, provided that the instructions are given and/or signed in accordance with the signing authority listed in the account signatories Section 6b. Instructions shall mean: cheques, bills of exchange, promissory notes or other orders for payment drawn, made or accepted on our behalf (even if the payments cause the accounts to be overdrawn) and requests or instructions in writing concerning the accounts, our affairs or property (including the opening of the new accounts, the arranging of facilities and creation of security)

- (iii) the bank shall be authorised to honour all cheques and all other documents made or accepted on our behalf even if such payment causes any accounts to be overdrawn or increase any existing overdraft, provided that such documents are signed in accordance with the specimen signatures shown in the account signatories Section 6b
- (iv) the bank shall act on all specimen signatures in accordance with any instruction, notice, request or other document in writing concerning our account (including the opening of new accounts), affairs or property, as shown in the account signatories Section 6b
- (v) the bank shall be sent a copy of any future resolutions which affect the terms of these resolutions
- (vi) the bank shall be sent a copy of any changes in our Standing Orders
- (vii) the bank shall be notified in writing of any change of Members
- (viii) the bank shall be notified in writing of any change of official authorised to sign on our behalf
- (ix) the bank shall otherwise continue to operate our accounts in accordance with the business account mandate
- (x) the bank shall be notified in writing of any overall change of control in the business
- (xi) all signatories to the accounts are aged 16 or over

22 WORK PROGRAMME

RESOLVED To receive and note the Work Programme as at 1 August 2011.

23 FORMER FE CENTRE/LIBRARY SITE

RESOLVED To discuss Fletcher in Rye CIC's plans further once Members had had a chance to consider its business plan.

25 MAY 2011 ELECTIONS

Members noted that Rother District Council had calculated that its expenditure on the Rye Town Council Election (payable by RTC) was £5,041.19.

The Clerk advised that this was more than had been anticipated: the balance of the Elections Earmarked Reserve was £3,000. Election re-charges varied nationally and RDC's current charging levels (apparently based on the East Sussex Scale) were probably around the average.

RECOMMENDATION To note that RDC had invoiced RTC for £5,041.19.

21.6 Electronic banking

RESOLVED To note that the balance of opinion is that Parish/Town Councillors cannot currently lawfully authorise payments electronically.

26 PRIORITY SETTING

The Clerk reminded the meeting that Council had appointed Members as 'Champions' to assess what needs to happen to take forward new high-medium priorities (including those attributed to RTC within the Rye LAP) – and he invited the Committee to consider how this process should be managed.

RESOLVED (In view of the time) **To defer consideration of this item.**

27 ADVERSE WEATHER RESPONSE

RESOLVED To receive the notes of the Adverse Weather Working Group meeting held on 7 July 2011.

RECOMMENDATION That the Working Group's proposed courses of action be adopted and that a start up budget of £2,000 be agreed – noting that recurring annual costs thereafter are an estimated £1,000pa.

28 HUMAN RESOURCES

RESOLVED That the membership of the HR Working Group shall comprise: Cllrs John Breeds, Holmes and Potter – and the Clerk.

29 CONSULTATIONS

(a) **RDC Housing Allocations Policy** (*deadline: 21 October 2011*).

RESOLVED To accept Cllr Mary Smith's offer to review the documentation and draft a response on the Council's behalf.

Cllr Mary Smith

30 EVENTS

(a) **ESCC Economy, Transport & Environment Day for Parish and Town Councils, Uckfield Civic Centre, Friday 16 September 2011, all day**

RESOLVED To appoint Cllr Mary Smith and the Clerk as the Council's representatives.

The meeting ended at 9.09pm.

Date Chairman

8 August 2011 (PR02)

Adjournment – Fletcher in Rye CIC presentation

Hugh Kermode emphasised that the presentation was not concerned with the FE Centre, which would be owned by St Marys Church (the Lion Street site being purchased from Sussex Coast College Hastings was being divided).

Electronic and hard copies of the CIC's business plan would be provided to Councillors after the meeting. Cllr Eve suggested that, after Members had read the plan, they might like to meet informally to discuss it.

The intention was to provide a 126-seat theatre, with a bar/café and 45 seat studio in the Art Room. Excluding the purchase of the site (already covered) the estimated cost was likely to be just under £1.3m. Two-thirds of this would be borrowed from the banking sector and would be repaid within 10 years); the remainder would be derived from 'other sources'. No funding had been secured yet but there was support from a range of bodies and individuals – including the Chamber of Commerce, Conservation Society and MP.

'In principle' agreement had been secured from key agencies/bodies – including the Planning Authority and a planning application had been prepared.

If funding is secured, the build will take c18 months. During this period there would be some use of facilities in order to generate revenue.

The business plan had used the Kino at Hawkhurst as its main model. The intention was that there would be 4 screenings a day with the programme being rooted in audience research. There could also be live performances.

Should the venture not prove to be sustainable the facility would be protected as a community asset. It was envisaged that the CIC would set up an operating company with a long lease.

The project would be presented to surrounding parishes.

Comments from Members at this stage included: the facility would benefit younger people in particular; it would attract more visitors to the town; the bar/café would complete with nearby tea rooms.

24 ALLOTMENTS: MANAGEMENT

Roy Godwin stated that RDC had no legal claim on the titles of the two allotment sites and could not enter a legal agreement with anyone else. He confirmed the Allotments Association's position that it would be happy to manage the sites but only on behalf of RTC once the freeholds had been transferred back to it. Any other 'configuration' involving RTC would need to be considered by the Association's Committee.