

MINUTES
OF THE
MEETING OF
SIDMOUTH TOWN COUNCIL
IN ITS CAPACITY AS TRUSTEE
HELD ON
MONDAY 22ND JUNE 2009
AT 6.30PM
WOOLCOMBE HOUSE
SIDMOUTH, DEVON

Members Present:

Sidmouth North	Councillor Mrs. S. Carr Councillor S. Hughes Councillor P. Sullivan	(Vice-Chairman) (Chairman)
Sidmouth South	Councillor J.G.T. Dyson Councillor C.F.A. Gibbings Councillor Mrs. M. Jolly	
Sidmouth East	Councillor Mrs. F.I. Newth Councillor S.P. Pollentine	
Sidmouth West	Councillor Mrs. A.E. Liverton Councillor G.K. Liverton Councillor C.H. Wale	
Primley	Councillor J. Turner	
Sidford	Councillor I.J. McKenzie-Edwards	
Sidbury	Councillor Mrs. C.E. Drew Councillor J.W. Hollick	
Salcombe Regis	Councillor Mrs. L.W.A. Kelly Councillor A.W.J. Reed	
Absent:	Councillor S.J. Brokenshire	

09:06/T1 **APOLOGIES**
There were no apologies for absence.

09:06/T2 **MINUTES**
The Minutes of the Trustee meeting held on the 20th April 2009 were received and signed as a true and accurate record.

09:06/T3 DECLARATIONS OF INTEREST

Declarations of Interest were received as follows:

- 09:06/T Councillor J.G.T. Dyson – Royal British Legion
- 09:06/T Councillor Mrs. A.E. Liverton – Royal British Legion
- 09:06/T Councillor G.K. Liverton – Royal British Legion
- 09:06/T Councillor P. Sullivan – Royal British Legion

09:06/T4 THE HAM

09:06/T4.1 Councillor Pollentine gave a report on the Play Area, as attached, and requested some assistance from other Members to progress this project during the busy summer period.

RESOLVED: That the report be noted; Councillor Reed would assist Councillor Pollentine with this project.

09:06/T4.2 Councillor Hughes gave a verbal report on the Three Phase Electric Supply.

RESOLVED: That (i) Gater Electrical would be the Town Council's contractor in all matters concerning the 3 Phase supply.
(ii) Councillor Hughes would obtain covers for cabling.
(iii) Generators would be discouraged from The Ham in future.

09:06/T4.3 The Town Clerk tabled drawings of the proposed layout for The Ham during this year's Folk Week as attached.

RESOLVED: That these be noted and agreed.

09:06/T5 MANSTONE RECREATION GROUND

The Clerk gave an update report on the fencing, confirming that an order had been placed for the bow-topped fencing and delivery expected mid-July, however, there was uncertainty as to whether the existing hedge was to be removed or remain insitu.

RESOLVED: That a Working Party be formed consisting of; the Chairman, Vice Chairman and Councillors Mrs. Carr, Mrs. Drew, Reed and Wale to visit the site and make a recommendation to the July meeting as to whether the hedge should be removed and where the fencing should be sited.

PART 'B'

EXCLUSION OF THE PUBLIC AND PRESS

under the Public Bodies (Admission to Meetings) Act 1960

the public (including the press) be excluded from the meeting due to the confidential nature of its contents.

09:06/T6 HOPE COTTAGE – THE MUSEUM

09:06/T6.1 In 1995 the Town Council entered into a lease with The Sid Vale Association for them to have Hope Cottage for a period of Twenty One years at an annual rent of £1 (if demanded).

Paragraph 2(c) of the Lease stated that as Lessee they should: 'at all times during the term to keep the demised premises in good and substantial repair and condition, including all additions, alterations and improvements to the demised premises and WITHOUT PREJUDICE to the generality of the foregoing covenants when and so often as it shall be reasonably necessary to renew and fixture and fittings in the Demised Premises and this obligation shall include :-

- (i) maintenance and renewal of the interior and exterior decorations, gutters, downpipes, timber and glass of the windows and all internal parts including plaster to walls and ceilings, fixtures, fittings and effects and:
- (ii) the main structure including the main walls, roof covering and structural timbers, floors and floor joists:

Paragraph 2(f) of the Lease stated that the Lessee should permit the Lessor whether alone or with others and also its agent or agents at all reasonable times in the day time during the said term to enter into and upon the Demised Premises and every part thereof in order to view the state and condition of the same and in case any decay or want of reparation or maintenance contrary to the covenant aforesaid be found in or about the Demised Premises or any part thereof to cause the same to be well and sufficiently repaired maintained and amended within a reasonable period after notice thereof in writing shall have been given to the Lessees damage by fire or other insured risks excepted.

As the Lease is now over half way through its term, the Council were asked to consider appointing an Agent to undertake an inspection of Hope Cottage in line with the conditions of the Lease.

RESOLVED: That a surveyor be appointed to inspect Hope Cottage and give a report on the condition.

09:06/T6.2 A letter had been received from the Sid Vale Association requesting permission to change the name and signage of Hope Cottage from the Sid Vale Heritage Centre back to Sidmouth Museum.

RESOLVED: That this be noted and agreed.

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CHAIRMAN OF THE COUNCIL