



2nd February 2022

Dear Councillor,

An Extraordinary Meeting of the Town Council will be held at **7:00pm** on **Monday 7th February 2022** at Pye Green Community Centre.

You are invited to attend for consideration of the matters shown on the attached agenda.

Members of the public can attend the meeting in person and also have the option of joining remotely via the Zoom link. Members of the public may ask questions in the public participation section of the meeting.

Join Zoom Meeting at link:

<https://us02web.zoom.us/j/87201780076?pwd=Rkg5K0hMOWdiL09WL3ljOTRSb2VaUT09>

Meeting ID: 872 0178 0076

Passcode: 527334

Yours sincerely

Michelle Baker
Operations and Regeneration Manager
Proper Officer and Clerk

PUBLIC PARTICIPATION

Members of the public are invited to address the Council and ask questions before the meeting begins.

Additionally, County and District Councillors and local PCSO (if present).



HEDNESFORD TOWN COUNCIL
EXTRAORDINARY MEETING

MONDAY 7TH FEBRUARY 7PM

*To be held at Pye Green Community Centre, Bradbury Lane, Hednesford
The public are invited to attend the meeting in person and by Zoom
The meeting will live stream on the Council Facebook page*

AGENDA

Public Participation

1. Apologies
2. Declarations of Interest
3. Pye Green Community Centre Lease Assignment

To consider the following Motion submitted by Clerk / Proper Officer Michelle Baker:

Proposed that Hednesford Town Council consider the two options below and the subsequent course of action they wish to take in relation to the Pye Green Community Centre lease assignment to 1st Hednesford Scouts.

Background:

Hednesford Town Council is restricted from reconsidering the decision made by Full Council on 7th December 2021 due to Section 7 of the Council Standing Orders which state:

PREVIOUS RESOLUTIONS

A resolution shall not be reversed within six months except either by a special motion, which requires written notice by at least six councillors to be given to the Proper Officer in accordance with standing order 9, or by a motion moved in pursuance of the recommendation of a committee or a sub-committee.

When a motion moved pursuant to standing order 7(a) has been disposed of, no similar motion may be moved for a further six months.

Current Status:

Cannock Chase District Council have now requested clarity on exactly what Hednesford Town Council is requesting Cabinet to consider. These options were not known to Hednesford Town Council at the time of the original Paper deliberated by Council on 7th December 20221 and will therefore require Full Council confirmation. Option A or B:

- a. **Assignment of the lease to the Scout Group (which would mean that the District Council would have a direct relationship with the Scout Group and the Town Council would no longer have any involvement with the Community Centre),**

or

- b. **Sub-letting of the Community Centre (which would retain the Town Council as the District Council's tenant, but would allow the Town Council to draw up their own sub-lease with the Scout Group).**

Recommendation:

Option b.

Hednesford Town Council has sought independent legal advice from a solicitor, who states:

“Given the choice, you are much better off subletting. This is because HTC would retain an interest in the property and given that this is a long lease of 125 years at a peppercorn rent, it is a valuable interest. If you assign, that interest is gone for good as the scouts would have no obligation to assign back to HTC. By subletting, HTC can keep control and grant a short term lease to the scouts and at the end of the term, grant them a further lease or if they wished not to continue, HTC could occupy itself or potentially sublet to another community organisation, subject to the consent of CCDC. If subletting, CCDC would need to provide their licence to sublet (a legal document) having first approved the main terms (such as length of term and rent – presumably a peppercorn?) of the subletting and thereafter the form of the lease itself, which we could prepare. You would want to pass all of your lease obligations on to the scouts but note that they may not want to inherit any historic failure of repair and/or maintenance”.