

Minutes of the Meeting of Bolton Parish Council

Monday 17th January 2022, 7.30pm in Bolton Memorial Hall

Present: Roger Bird (RB), Chairman

Councillors: Vice Chairman Peter Griffiths (PG), Walter Head (WH), Susan Simpson (SS), Peter Smith (PS)

In attendance County Councillor Neil Hughes (NH), District Councillor Joan Raine (JR), Parish Clerk Shelagh Leyland (SL), and 2 members of the public.

ITEM 1	WELCOME AND APOLOGIES FOR ABSENCE	
094/21/22	The Chairman welcomed everyone No apologies	
	DECLARATIONS OF INTEREST	
095/21/22	None	
ITEM 2	TO ACCEPT AND AUTHORISE THE MINUTES OF THE PARISH COUNCIL MEETING on 15th November 2021	
096/21/22	RESOLVED that the minutes of the Parish Council Meeting on 15 th November be confirmed as a true record and signed by the Chairman	
ITEM 3	COUNTY AND DISTRICT COUNCILLOR REPORTS	
097/21/22	NH: <ul style="list-style-type: none"> Cumbria County Council will appoint a new full-time Chief Executive on a fixed term contract until April 2023 despite the impending unitary council plans Preparations have commenced for elections in the newly configured wards 	
098/21/22	JR: <ul style="list-style-type: none"> Planning permission has been granted for alterations to Voreda House for EDC HQ Devolution of footway lights still under discussion, proposed changes awaiting agreement of full council 	
	RESOLVED to accept the report of NH and JR	
ITEM 4	COUNCILLOR REPORTS	
099/21/22	4.1 Up-date on the Pump Track (SL) We finally have permission for the work to go ahead: many thanks to NH for his help overcoming the last planning hurdle. If logistically possible, work will start on 24 th January. The gazebo has been ordered and paid for, lead time 12-14 weeks. Once the final position of the track is defined, the Hall Committee needs to agree on the final position of the gazebo, and a concrete base constructed. RESOLVED Review siting on agreed plans To ask one of the ground work companies based in the village to help lay the base	SL WH SL
100/21/22	4.2 To review and authorise the revised agreement between BPC and the Hall Trustees concerning lease of the pump track and gazebo area Both the PC and the Hall trustees are happy with the revised agreement (see appendix 1). A map of the area needs to be attached, and the agreement signed before work starts. RESOLVED to prepare a map indicating the leased area as part of the agreement and seek approval from the Hall trustees	SL WH

101/21/22	4.3 Update on the Hall Development Project (WH) Full planning permission is expected in the near future. Once this is granted, the Hall Committee will tender for the car park construction. The PC has agreed to support a bacon buttie morning in the hall on Saturday 12 th March. Users of the Hall have been invited to set up a stand/provide information on their activities. The opportunity will be used to seek members for a fundraising group and ideas for fund raising.	
102/21/22	4.4 Update on street lights <u>Replacement of sodium heads</u> , the grant was supposed to be deposited in the bank in the second week in January. Still awaited. <u>New light in vicinity of Methodist Chapel</u> : The Methodist Circuit has declined to have the existing light replaced as the Chapel will be put up for sale in the near future. It may be possible to negotiate with the purchaser.	
103/21/22	4.5 To adopt updated policies: Retention of Documents, Standing Orders RESOLVED to adopt both policies.	SL
ITEM 5	NEW BUSINESS	
104/21/22	5.1 Platinum Jubilee Celebration 2nd – 5th June Due to continued uncertainty about COVID19, the PC agreed that no grand plans will be made. Any celebration will be low key such as a “bring and share” party in the field, possibly combined with opening of the pump track and riding displays. It will be discussed with residents at the bacon buttie morning. Commemorative mugs are available at a cost of £5.88 each. A grant may be available from EDC RESOLVED that if funds allow, the PC will consider purchasing a mug for every child in the village under the age of 16. SL to work out quantity.	SL
105/21/22	5.2 To note Cross Rigg Hall plans (luxury hotel & spa) The draft plans produced by the architect were generally agreed to be a welcome, ambitious development that will protect the historic house and outbuildings. The plans have not yet been submitted for planning permission. It is understood that Bolton residents will be able to use the facilities.	
ITEM 6	PUBLIC FORUM No items were raised	
ITEM 7	PLANNING MATTERS	
106/21/22	Awaiting decision <u>21/1026 – Land at Violet Bank Farm</u> .- Variation of condition 2 (plans compliance) to accommodate changes to the designs of the dwellings and to the layout of the site, attached to approval 17/1034 <u>21/0865 revised plans for hall extension</u> <u>21/1007 -LAITHA- Farm</u> - Roof over existing manure store Permission granted 21/0972 – Bolton Mill. Proposed extension to dwelling (bungalow)	
107/21/22	Other planning issues <u>Green Spaces</u> It has become apparent that the “new” Eden Local Plan does not give enough protection for the “Amenity Public Spaces” identified in the previous plan. EDC is planning a “Settlement” Study to include, inter alia, a review of	

108/21/22	Green Spaces important to local communities. In preparation, PCs have been requested to identify such open spaces in the village that fulfil the National Planning Policy Framework Local Green Space Designation criteria. <u>Pavement from Eden Grove to village</u> No news. To follow up with CCC	SL
ITEM 8	TO RECEIVE ACCOUNTS AND APPROVE PAYMENTS	
109/21/22	8.1 To accept bank reconciliation for Q3 (appendix 2) RESOLVED to accept and approve Bank reconciliation for Q3	
110/21/22	8.2 To review and accept current bank account/expenditure balances (as of 31st December) Business Current Account 50276162 50.00 Business Savings Account 60834513 6 673.60 Community Account (project) 03750396 14,465.20	
111/21/22	8.3 To review expenditure against budget Running on budget see Appendix 3	
112/21/22	8.4 Payments to be authorised: <u>Precept account</u> Retrospective: CALC, training climate change 5.00 S Leyland salary Dec/Jan 414.40 reimbursement printer ink 44.99 reimbursement plants for planters 22.28 479.67 Bolton Memorial Hall hire 22.00 CALC, councillor training modules 1 & 2 (£20 x 2) 40.00 HMRC PAYE Q3 155.40 <u>Project Account</u> <i>Retrospective authorisation (previous company would not accept cheque, new cheque issued to a different company)</i> Gudrum Classic Ltd, gazebo (Gazebo fund) 10,499.00 ESP, trim trail deposit (Bolton Education Trust) 1,331.40 S Leyland reimburse fee for drainage permit (Pump track) 50.00	
113/21/22	8.5 To agree on precept request for 2022/23 See Appendix 4 for calculations. The Council Tax Base has increased from 215.07 this F/Y to 225.97 next year. RESOLVED to request £8,200. This means an increase from £36.03 per annum to £36.29 for a Band D house.	SL
ITEM 10	COUNCILLORS MATTERS None	.
ITEM 11	CONFIRM DATE OF NEXT MEETING	
113/21/22	RESOLVED that the next PC meeting will be on Monday 21 st March 2022	

Signed as correct

----Date

Roger Bird , Chairman

APPENDIX 1: Agreement between Bolton Parish Council and the Memorial Hall Trustees

THIS AGREEMENT is made the _____ day of _____ 2022
BETWEEN: WATER HEAD and CLAIRE HUDSON acting on behalf of **THE TRUSTEES OF BOLTON MEMORIAL HALL** (hereinafter called "the Licensor") of the one part and **BOLTON PARISH COUNCIL** (hereinafter called "the Licensee") of the other part

In this Agreement the following expressions shall have the following meanings:

- | | | | |
|---|-----|---------------------|--|
| 1 | 1.1 | The Designated Area | the area shown for the purpose of identification shaded grey on the plan annexed hereto being land at Bolton Appleby Cumbria |
| | 1.2 | The Licence Period | The period of 20 years from |
| | 1.3 | The Licence fee | a peppercorn |
- 2 Subject to Clause 3 of this Agreement the Licensor gives to the Licensee the right to use the Designated Area for the Licence Period for the purpose of a community pump track
- 3 The Licensee agrees and undertakes as follows:
- | | |
|-----|---|
| 3.1 | To pay to the Licensor the said Licence Fee |
| 3.2 | To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever imposed on or payable by the Licensor in respect of the Designated Area and to indemnify the Licensor against all costs claims and demands of whatever nature arising in respect thereof or consequent upon the occupation and use of the Designated Area |
| 3.3 | To use the Designated Area as a community pump track and wooden gazebo and to take over and maintain the track and gazebo erected thereon reserving the right to remove refurbish or replace any part thereof |
| 3.4 | Not to erect any building on the Designated Area other than the agreed wooden gazebo) |
| 3.5 | To maintain the Designated Area and undertake necessary grass and hedge cutting |
| 3.6 | Not to create a nuisance on the Designated Area and to keep the same tidy and free from litter |
| 3.7 | Not to bring cars or other motorised vehicles onto the Designated Area without the Licensors express permission |
| 3.8 | To keep the pump track, gazebo and its users adequately insured and to indemnify the Licensor against any third party rights or claims |
- 4 If the Licensee shall commit any breach of its obligations under Clause 3 of this Agreement the Licensor may by notice in writing immediately terminate this Agreement and the Licensee shall then immediately vacate the Designated Area but shall be liable in full for any unpaid balance of money under this Agreement and for any antecedent breach by it of such obligations
5. At such time as this agreement expires or is terminated by either party subject to Clause 6 hereof the pump track, fencing and and hedge shall be removed and the Designated Area made good at the expense of the Licensee to the satisfaction of the Licensor
6. This Agreement may be terminated by the Licensee giving the Licensor not less than one year's written notice to expire on any anniversary of the date mentioned in Clause 1.2 hereof and without prejudice to the rights of either party arising prior to the date of

termination. In the event of the Licensee exercising its rights of termination under this clause the Licensee agrees that on such termination title and ownership to the Pump track, fence and hedge shall pass to the Licensor unless the Licensor by written notice given within six months of receiving the said Termination Notice from the Licensee requires the Licensee to remove and make good pursuant to Clause 5 hereof instead.

7 The benefit of this Agreement is personal to the Licensee and not assignable and the rights given in the Clause 2 may only be exercised by the Licensee and those authorised by the Licensee

IN WITNESS whereof the parties have hereunto caused their hand to be hereunto affixed the day and year first before written

SIGNED by ROGER BIRD,

Chairman of Bolton Parish Council, on behalf of **BOLTON PARISH COUNCIL** in the presence of

Witness signature.....

Witness full name.....

Witness address.....

Witness Occupation.....

SIGNED by PETER

GRIFFITHS.....

Vice Chairman on behalf of **BOLTON PARISH COUNCIL** in the presence of

Witness signature.....

Witness full name.....

Witness address.....

Witness Occupation.....

SIGNED by WALTER HEAD

Chairman of Bolton Hall Committee on behalf of **THE TRUSTEES OF THE BOLTON MEMORIAL HALL** in the presence of

Witness signature.....

Witness full name.....

Witness address.....

Witness Occupation.....

SIGNED by CLAIRE

HUDSON.....

.....

Treasurer of Bolton Hall Committee on behalf of **THE TRUSTEES OF THE BOLTON MEMORIAL HALL** in the presence of

Witness signature.....

Witness full name.....

Witness address.....

Witness Occupation.....

APPENDIX 2: Bank reconciliation 2021/22, Quarter 3

Balance as of 30 September 21		
Business Current Account 50276162	50.00	
Business Savings Account 60834513	8806.84	
Community Account (project) 03750396	27188.10	
		36044.94
Unpresented cheques		
Bolton Mem Hall 100520	22.00	
Courtfields 100522	20.00	
PKF Littlejohn 100113	240.00	
	282.00	
Net Balance		35762.94
Balance as of 31st December 21		
Business Current Account 50276162	50.00	
Business Savings Account 60834513	6673.60	
Community Account (project) 03750396	14465.20	
		21188.80
Unpresented cheques	0.00	
Net Balance		21188.80
Reconciliation of net balance with receipts and payments		
Opening balance	35762.94	
Add receipts	1405.78	
Less payments	15979.92	
		21188.80

Reconciled from 1 Oct - 31 Dec 2021

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Date.....

RECEIPTS Q3		
PRECEPT ACCOUNTs 50276162/60834513		
date	Source	Amount
25/10/2021	Donation from hall for grass cutting	400.00
06/12/2022	Interest	0.28
		400.28
PROJECT ACCOUNT 03750396		
22-Nov-21	Proceeds from bonfire evening	1,005.50
	TOTAL RECEIPTS Q3	1,405.78

PAYMENTS Q3			
PRECEPT ACCOUNTs 50276162/60834513			Amount
22/10/2021	Epson	printer ink	4.60
15/11/2021	S.Leyland	<i>salary Oct/Nov</i>	<i>414.40</i>
		<i>reimbursement stamps</i>	<i>7.92</i>
		<i>reimbursement paper</i>	<i>16.80</i>
			438.92
	Mark Hill	grass cutting	1746.00
	Fellrunner	donation	275.00
	Bolton Mem Hall	hire	22.00
22/11/2022	CALC	training	5.00
		subtotal	2491.52
PROJECT ACCOUNT 03750396			
07/10/2021	GeoEnviron engineers	soakaway tests	600.00
15/11/2021	S Leyland	reimbursement drainage planning permission fee	58.00
	Pigneys	fireworks	1000.00
23/11/2022	Gudrum Classics	Gazebo	10499.00
	ESP	deposit trim trail	1331.40
		subtotal	13488.40
	TOTAL PAYMENTS Q3		15979.92

Project Account (breakdown after January expenditure)

Bolton in Bloom 765.44

Bonfire night 2206.18

Pump track 2134.80

SHLF 547.59

VE75 267.25

Gazebo 4501.

APPENDIX 3

Expenditure against budget 2021 - 22							
	Budget	+grants	exp to date*	additional predicted expenditure	Final expen	predicted Balance	Proposed budget 22-23
Clerk salary	3200.00		2538.20	569.80	3108.00	92.00	3500.00
office Expense	250.00		223.66	0.00	223.66	26.34	250.00
Audit	0.00		0.00	0.00	0.00	0.00	0.00
CALC subs	160.00		156.21	0.00	156.21	3.79	170.00
Insurance	735.00		451.00	0.00	451.00	284.00	460.00
Fellrunner	275.00		275.00	0.00	275.00	0.00	300.00
Grass cutting	2500.00	# 680.00	3180.00	0.00	3180.00	0.00	2800.00
Celebrations	150.00		0.00	65.00	65.00	85.00	300.00
training	100.00		65.00	0.00	65.00	35.00	100.00
meetings	160.00		110.00	22.00	132.00	28.00	150.00
Election	0.00		0.00	0.00	0.00	0.00	0.00
Maintenance	350.00		68.00	0.00	68.00	282.00	350.00
B in B	100.00		85.34	15.00	100.34	-0.34	100.00
Footway lights	500.00	303.00	0.00	700.00	700.00	103.00	800.00
Contingency	500.00		0.00	0.00	0.00	500.00	500.00
	8480.00	303.00	7152.41	1371.80	8524.21	258.79	9780.00

* including payments of 17th January

£400 donation from hall, £280 from project acc (SHLF & WT)grants

APPENDIX 4. Calculations for precept request 2022/23

PRECEPT BUDGET 2022/23					
Carried forward from 2020-21		3921.75			
income 2021/22					
Precept		7750.00			
CTRS		22.00			
Footlight grants		303.00			
donations		400.00	from hall for grass cutting		
VAT reclaim		800.55			
TOTAL FUNDS		13197.30			
Predicted Final expenditure 21/22		8524.21			
Predicted surplus end March 22		4673.09			
PRECEPT CALCULATION 2022/23					
Predicted carry over from 21/22		4673.09			
VAT reclaim expected		560.00			
Donation grass cutting		400.00			
		5633.09			
Predicted spend		9,780.00			
+reserves		4000.00			
Total requirement		13,780.00			
Shortfall		8,146.91			
Precept			2021/22	2022/23	22/23
			7750.00	8000.00	8200.00
	Council Tax Base		215.07	225.97	225.97
	Council tax band D		36.03	35.40	36.29