

put forward by the Councils external consultants to date have failed to find a practical and workable solution. A proposal is currently with the Environment Agency and we are hopeful a solution will be agreed soon, in order to determine a satisfactory outcome for the continued use of the site and the protection of the brook.

2. The 15th Fairway is unplayable because of flooding and leaching of contaminants from the landfill:

I refer to point 1 above.

3. The Council have done nothing to address the flooding and contamination for the past 9 years:

The Council has responded to each and every request for assistance with the condition of the site, where it is the Council's responsibility to remedy and has suspended the rent collection on a goodwill basis and without admission of liability to allow for any offsetting of additional costs incurred, as a result of the landfill or works on site. This position will not change, until a resolution is reached in agreement with the Environment Agency, as to the remedy for the drainage, especially at the 15th Fairway. As soon as an agreed management solution is confirmed, we will advise you immediately and we will endeavour to keep you updated on progress, as we have continued to do, to date.

4. You have not had compensation due to works carried out by the Council in 2018:

The Council's Legal Service wrote to you on the 11th November 2021 (attached). Therefore, I do not intend to reiterate the content of this letter in response to your recent email, dated 29th November 2022, of the same nature.

5. There are no warnings to the public about the contamination on the course:

A site specific risk assessment by the Council and its Consultants demonstrated that the site is suitable to use, as reiterated to you previously and in accordance with the advice note provided to you for use in managing your use of the site, in accordance with your lease.

6. You are considering a business interruption claim:

The Council is in receipt of your proposed rental statement and offsetting of costs. This is dated 5th December 2022. We then received the copy evidence on the 9th December 2022 to support the request, it will be considered by the Legal and Finance Services and we will respond in due course. As previously advised if you are considering placing this into the hands of your insurers they will need to formally advise Cheshire East Council of the claim.

7. Your proposals for the golf course have been ignored by the Council:

The Council is open to any proposals to amend the lease, properly made, with both legal and financial appraisals presented, in order that the Council can meet its statutory

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