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PENTYRCH COMMUNITY COUNCIL



CYNGOR CYMUNED PENTYRCH

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Minutes of the Extraordinary Meeting held at 6:30pm, March 22 2021 held online via Microsoft Teams

This meeting is held under the following Welsh Statutory Instrument: The Local Authorities (Coronavirus)(Meetings)(Wales) Regulations 2020

The requirement for the press and public to be present is temporarily suspended. With the Teams login on the Agenda it is possible for the public to join as guests and PCC welcomes them.

PRESENT: Councillors Mike Sherwood, Stuart Thomas, Karen Thomas, Ian Jones, Sandie Rosser, John Harrison, Jena Quilter, Amanda Thorpe, Gary Dixon, Sara Pickard, Teresa Filippini

Members of the Public: Martin Cragg, Mike Britton, Daniel Clayton, one other member of the public

In attendance: Helena Fox, Clerk

- 1. To receive apologies for absence:** Cllr Ellis Owen; From the public: two Pentyrch residents
- 2. To receive any declarations of interest:** Cllr Thorpe declared a personal interest re the Creigiau Recreation Charity as member of Creigiau Cricket Club and Dynevor Gardening Association (DGA) (Secretary). Cllr Sherwood declared a personal interest re the Creigiau Recreation Charity as a member DGA and being married to the DGA Chairman.

Session for the Public: The Chairman opened the meeting to questions from the public:

Martin Cragg asked if the carparking facilities within the Creigiau Recreation Area will continue to be the responsibility of the Council and will they continue to be available to allotment holders. If the car parking moved it could be very inconvenient to allotmenters and Mr Cragg would be happy if the decision remained with the council.

The Chairman replied that in the existing Lease between PCC and Creigiau Recreation Charity (CRC), and probably in any revised Lease, the car park is still the responsibility of PCC.

It was noted that all the car parking at the Rec is available to any member of the public who visits the Rec. There is no allocation of spaces to specific users but the custom/practice is that allotmenters try to park as close to the allotment gate as possible.

The Chairman had received a statement from Creigiau Recreation Charity shortly before the meeting and he read it to the meeting:

Statement CRC/EHC

"In the PCC meeting on 15th March the CRC/EHC Projects Group were requested to produce plans that would change the lease currently held by the Trust. We agreed and have spent some hours in completing the plans and the accompanying document.

It was our understanding that at a special EGM on the 22nd March there would be a closed meeting where we could discuss our proposals that would put us in the position to finalise our plans for the new facilities including the Path route.

We were then surprised to discover that another group had been specifically invited to ask questions regarding the Perimeter Path. There are 2 points of contention –

- 1. The Public Session is immediately before the Lease discussion, this means that that residents will be asking about a route which has not been finalised, as the PCC rejected our original plan.*
- 2. We feel the Lease is a sensitive legal matter, needing confidential discussions between the PCC and CRC/EHC, and then once we have the relevant agreement the Charity can produce plans to be shown to FIT and fully discussed with the whole community.*

As part of the process regarding the new facilities we will be undertaking an information and opinion gathering process, during which will invite as many local group's that wish to take part and will we hope include the Primary School. However, it might be in a slightly different format in which a spokesman can put forward the attending groups opinions / questions which we believe will be an easier meeting to manage.

To conclude we will be very pleased to meet online, or preferably at a socially distanced meeting at the "Rec" involving all the councillors or your appointed working group. During this meeting we could address any concerns regarding drainage or costs while showing how the proposed route is the most suitable.

We remain very much committed to working with PCC and hope to move forward without further delay. We look forward to hearing from you following your meeting in order to enable the planning and development of facilities at Creigiau Recreation Ground to proceed as we all want them to."

Residents of Pentyrch had written to the Clerk since they were unable to attend. They are members of the DGA. They asked to see more details of the proposed development at the Rec and how these would affect the allotments and asked questions about the working of the confidential item on the agenda. The Clerk will write in reply.

The Clerk was asked if anyone else had been invited to this meeting including Creigiau Tennis Club and Sustrans. She replied that the Agenda was published for all to be able to attend and that Creigiau Tennis Club had not been specifically invited because as signatories to CRC's March 12 letter to PCC they were fully aware of the issues and this meeting. The Clerk said there was no reason to invite Sustrans who were not involved in any of the issues to be discussed.

3. To discuss the proposal from CRC to vary the Lease with PCC to extend the area of the leased land with a new plan and associated alterations to the amended Lease: At PCC's March 15 meeting it was resolved that CRC prepare and submit to PCC a proposed revised lease plan and for PCC to give it full consideration along with proposed simple changes to the Lease. If the documents could be considered at the Extraordinary Meeting of March 22 it would speed the progress.

3.1. CRC decided not to share their documents until after the March 22 meeting was held. That restricted what PCC could discuss and decide since it had nothing to consider.

3.2. There was a lengthy discussion about a range of issues:

3.2.1. any decision about varying the lease has to be made at full council and PCC must have the revised plan and wording for due diligence and any decision to be made.

3.2.2. CRC's statement above refers to a closed part of a meeting between PCC and the charity. That is a misunderstanding. The only planned closed part of this March 22 meeting was the the next item on this agenda to discuss CRC's letter of March 12.

3.2.3. Varying the Lease might be an opportunity to reconsider other clauses such as those dealing with alcohol licences, notice of lettings. Not all Members agreed with this.

3.3. The Lease plan agreed turns out not to be optimal for what CRC want to do. It is very important for CRC to put their revised plan to PCC and it must be right for what they need. This may affect other lease clauses but PCC cannot anticipate what, if any, they might be until the plan is received. Any alteration of the leased land that increases CRC's responsibilities and outgoings must be made clear to CRC so that they understand what any change would mean to their liabilities.

- 3.4. In around February 2019 PCC held a public meeting about the Rec and made it plain that PCC did not have the funds and would likely never have the funds to finance the ambitious plans for the Rec put forward by CRAMC but if a group came forward PCC would listen reasonably to what they said. This led to a group in the community forming the Creigiau Recreation Charity because CRAMC was not constituted in a way that it could apply for big grants.
- 3.4.1. CRC is new and has no track record of fund-raising so far. PCC's concern was that it did not want CRC to fail at the first hurdle and the maintenance costs at the Rec for anything apart from grass cutting were a lot and would take away from all the other things CRC wanted to do.
- 3.4.2. After seven (7) versions, a discussion document between CRAMC, CRC and PCC became the Lease. More than a year of discussions included the best area of land for CRC to lease and afford to manage. This ended with all involved agreeing that CRC would have the Pavilion, playing field and grass between the tennis courts and road and PCC would maintain the hedges, boundaries, trees and scrubby areas at the edge. The lease negotiations were not as straightforward as they could have been.
- 3.5. Fields in Trust (FiT) (with which PCC has a Deed of Dedication) insisted on inserting clauses into the Lease that bind CRC and PCC and bind PCC to a level of oversight. If things go wrong for CRC, PCC is the only back stop.
- 3.6. PCC wanted to keep access to its boundaries for maintenance. Members of PCC and CRC set out the Lease boundary onsite and took into consideration the route around the oak tree and tennis courts. It now appears that a better route is closer to the PCC boundary and this solves the problems of the oak, tennis courts, cricket boundary, electricity cable and drainage pipes. If PCC does not agree to vary the Lease, it would prevent this new route - currently outside the leased land - and create negative PR for the Council. CRC is making a better job of ground management and done more than PCC has done recently.
- 3.7. A number of PCC Members felt PCC was by no means entirely to blame for CRC's request to vary the Lease so soon after it was signed in December 2020. A lease had been discussed for years and the signed lease was the result of a great deal of work by CRC and PCC.
- 3.8. It was **RESOLVED** and all agreed to offer to meet with CRC onsite with no more than 3 representatives from each of CRC and PCC to reflect Covid regulations. It was agreed that Cllr Dixon would lead the meeting with Cllrs K Thomas, John Harrison to represent PCC.
- 3.9. It was **RESOLVED** and all agreed to offer to meet with CRC online after the site meeting with as many Members and CRC Trustees as possible to hear what CRC proposes and then report to the next formal PCC meeting.
- 3.10. Both these meeting would be fact-gathering only since decisions can only be taken in formal PCC meetings.
- 4. To exclude the public and press and hold a confidential meeting under the Public Bodies (Admission to Meetings) Act 1960 for the purpose of discussing an emerging complaint against PCC.** Members of the public were asked to leave the meeting.
- 5. To discuss an emerging complaint from Creigiau Recreation Charity in a letter dated March 12 2021 regarding the proposed path at Creigiau Recreation Area**
- 5.1. The Chairman reminded Members that it was a breach of the Code of Conduct to disclose anything discussed in this confidential session.
- 5.2. As advised by One Voice Wales and the Ombudsman, PCC cannot investigate anything to do with alleged breaches of the Code of Conduct. PCC cannot remove its councillors from projects, but they can withdraw if they so choose. The Ombudsman has said:
- 'Councils need to be clear on their powers in respect of Code of Conduct matters. The Ombudsman has seen examples of councils who have deemed it appropriate to fully investigate a code complaint, decide that there has been a breach and some have even thought it appropriate to consider the issue of a sanction. Investigations of possible breaches of the Code are matters for the Ombudsman. The Local Government Act 2000 gives him the authority to carry out such investigations. The Council has no legal authority to undertake*

such investigations or to make findings of a breach of the Code of Conduct, which are decisions that can only be reached by a Standards Committee or the Adjudication Panel for Wales.'

- 5.3. Following a lengthy discussion of the issues raised in CRC's letter of March 12 sent to all PCC Members by email it was **RESOLVED** and all agreed that:
- 5.3.1. Since PCC has no power to investigate alleged breaches of the Code of Conduct, if CRC wishes to take matters further, they should make a formal complaint to Cardiff's Monitoring Officer or to the Ombudsman, as is their right.
 - 5.3.2. PCC has no power to remove a Member from a project but Members may withdraw if they so choose.
 - 5.3.3. Cllr Sherwood volunteered to step aside from CRC projects. PCC regarded this as a generous offer and all present asked that it be recorded that Cllr Sherwood retains PCC's full confidence.
 - 5.3.4. The Clerk will write to CRC in response to their letter of March 12 on the basis of this Resolution and state that PCC is confident of Cllrs Sherwood's representation of the community.
 - 5.3.5. PCC refutes that it should pay any legal costs of CRC associated with any changes in the Lease.

Date of the next meeting: April 19 2021 online via Microsoft Teams at 6:30pm

The meeting closed at 20:33

Signed by digital signature _____ Dated April 19 2021