



AUDLEM
PARISH COUNCIL

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Clerk: Carol Bell

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Minutes of the meeting of Audlem Parish Council held on **Monday 29th July at 7.00pm** in the **Methodist Church, Shropshire St, Audlem, Crewe CW3 0AE.**

Present: Stephen Hopkins (SH) Vice-Chair , Lynette Hopkins (LH), Kate Down (KD), George McLaren-Brown (GMB), Carl Dovey (CD), Ryan Jones (RJ), Dave Siddons (DS)

In attendance: Carol Bell (Clerk to APC) Rachel Bailey (Ward Councillor)

SH opened the meeting at 7 p.m. and advised that the meeting was being recorded.
Members of public in attendance: 101

24/71 Apologies for absence
Cllr Steve Elliott

24/72 Declarations of Interest
No declarations of interest declared

24/73 Requests for Dispensation
No requests for dispensation

24/74 Election of Chair
SH advised that the election of a Chair would be deferred to the September meeting due to not having a full Council and the state of the current Council.

SH advised prior to public participation he would like to make a brief statement to hopefully address concerns that have been made by residents, some of which are factually incorrect:

Village fete: It has been mentioned widely that APC are against the village fete. Nothing could be further than the truth. Due to failings to inform or communicate with the previous owners of Turnpike Field, this has now resulted in solicitors becoming involved. APC were advised by their solicitor not to allow any events to happen on Turnpike Field until an agreement had been reached with previous owners. Everything that has transpired with Turnpike Field would not have happened if the contract had been adhered to. The Councillors who signed the contract should have understood the implications of what they were signing for and yet they still allowed events to take place.

Fields in Trust: In the last couple of weeks, it has come to light that the deed of dedication, signed by APC Councillors, was sent to Fields in Trust (FIT) in May 2023 by a member of the public and that this person has had the returned signed deed in his possession for all of this time. There was no involvement in the sending of these documents by the Clerk or any Councillor and indeed, no legal advice was taken with regard to this deed of contract pertaining to the village's major asset. The present Councillors and the Clerk were unaware of the signed deed and it makes APC's situation much more difficult as we are not sure precisely what the FIT deed means with regards to holding fetes etc. The Turnpike Field contract that was signed, stated there should be no third party involvement with the field which was APC's concern over the last 14 months. APC have consistently stated that FIT was on hold and have recently written a letter to the previous owners via their solicitor to say it would not proceed. Effectively, and unbeknown to the majority of Councillors, APC have lied to new Councillors, the Clerk, the previous owners, our solicitor and the people of Audlem. The Council could now be in a position where they could be sued by the previous owner of Turnpike Field for breach of contract and by FIT if this is proved to be

a legal document as APC have been told by FIT that the application cannot be withdrawn. The parties that signed both this contract and the Turnpike Field contract failed to address the needs of the village.

Withheld files: Recently boxes of files have been handed to the Clerk by a now ex-Councillor. These detailed an e-mail chain with regards to Fields in Trust along with many other documents that should have been handed to the Clerk 8 months ago. Also included were documents that have breached GDPR such as names and addresses of electors who took part in the Fields in Trust vote which should have been destroyed along with other documents relating to investigations into current and ex-councillors. In addition there was a complete file relating to correspondence to do with the police investigation into the disappearance of parish funds, which should have been in the Clerk's possession from the start of her employment.

Clerk resignation: The Vice Chair then stated he wished to address the reason for the Clerk's resignation and asked if the Clerk would be happy to state her reason for resigning. The Clerk responded that the reason for her resignation was she was going back to work in the education sector which would allow her to look after her grandchild during the school holidays. The Clerk advised that despite rumours, her resignation was nothing to do with individual Councillors and that she had received lots of support during her 10 months as Clerk.

SH asked if any Councillors had anything to add to his statement before he continued onto public participation.

RJ requested to speak and introduced himself to the audience. RJ stated there were two issues that needed addressing:

The sending in of the application for FIT that was not disclosed to Council until recently and whilst he has no issue with the field going into fields in trust, APC now are in a situation where they have 2 contracts that contradict each other.

Turnpike Field Contract – events can go ahead on the field but if charged for, 30% of the takings are to go to the previous landowners who will give the money to a charity of their choice. That part of the contract has never been upheld by APC.

Both of these contracts were entered into and signed by ex-Councillors without obtaining proper legal advice.

RJ stated that this information has only come to light in the last few weeks and that is why the villagers have not been privy to it, hence tonight's meeting for the Council to be open and transparent with the residents about what has recently been revealed.

DS asked will all of this information be made available to all Councillors. SH replied yes.

24/75 Public participation

A member of the public (MOP) asked who had all of this information, why were all Councillors not privy to it?

SH answered that the ex-Chairman had all of this information.

A MOP asked if this was just a ruse to try and sell Turnpike Field?

SH replied nobody has ever wanted to sell Turnpike Field. It has never been discussed and in addition the contract signed when the field was purchased makes it almost impossible to sell it anyway.

A MOP asked what is stopping events happening on the field? Why was the decision put into the hands of the solicitors?

LH replied the reason the use of the field has been put into the hands of solicitors is that 12 months ago, our then Chair was written to by the previous landowner, Mrs Callwood who pointed out that parts of the contract were not being adhered to. Mrs Callwood was promised a response to that e-mail and never received one. After 12 months Mrs Callwood had still not received a reply to her e-mail so the situation was put into the hands of her solicitor. As a Council, to reply, we had to engage a solicitor, and the situation is now being handled from solicitor to solicitor. Councillors are not solicitors or barristers and we needed legal advice as we realised we were potentially in breach of contract. APC were advised by their solicitor not to allow any further events on the field until the situation had been resolved.

SH also answered stating the contract for the purchase of Turnpike Field contained several covenants that had not been adhered to by APC such as informing Mrs Callwood when planning permission had been applied for and charging for village events.

A MOP stated that previously events had always happened on the field. LH replied that unfortunately that is irrelevant. Once the field was purchased on behalf of the village there was a contract signed by both parties. In that contract are a number of clauses that the Council have to adhere to. They have not been adhered to therefore and rightly so, Mrs Callwood wrote to the Council to ask why the contract was not being adhered to.

A MOP asked what is the Council doing to address the situation? Firstly about the original agreement that relates to the transfer of the field? At what stage is that at? Are negotiations taking place between solicitors? Have your solicitors given you a definitive view of the terms of the contract? If you have a definitive interpretation of the document, when Councillor Lynette Hopkins stated there had been breaches of the contract, is that an admission by the Council that there have been breaches and if it isn't, why are the council making those admissions? Unless the Council have received advice from their solicitor to state that the Contract for the purchase of the field and the FIT contract cannot live together side by side then it is a bit premature of the council to say that both contracts contradict each other. So would it be fair to say that by the next Parish Council meeting in September you ought to have a response from your Solicitors that you can share with the village?

SH replied no negotiations have taken place at the current moment as APC were waiting for Mrs Callwood's solicitor to respond to a letter that had been sent to them.

RJ replied that APC had received a full report from their solicitor detailing the points of the contract. The issue APC have is that the legal advice they were given at the time was given without the knowledge that Turnpike Field had been registered with Fields in Trust and not only was it registered with Fields in Trust it had not been registered with the Land registry as stipulated in the FIT contract which could again potentially be a breach of contract by APC.

The Clerk replied she would hope that a response had been received from Mrs Callwood's solicitor before the next meeting.

A MOP asked about the nature of the clawback clause in the purchase contract of the field. The Clerk replied the way the overage works, if APC decided to sell the land now, the land would be valued and the difference between the original purchase price and the value of the land now, 30% of the profit would be given to the Callwoods. Part of the field was given over for parking, if APC charge for parking on the proportion of the field earmarked for parking the Callwoods receive 30% of the takings. For any festivals or chargeable activities on the field, 30% of the takings must be given to the Callwoods. What APC were unsure about regarding the summer fete is that stall holders would be charging for their goods and therefore earning money, so is that construed as charging and should the Callwoods receive 30%. This is where the contract is very vague and open to interpretation and this is what APC are trying to sort out, Our solicitor suggested that maybe APC could sit down with Mrs Callwood and talk around amendments or additions to the contract so that it works for the whole village. Where Councillor Hopkins mentioned 'for the people of Audlem' there is a clause in the contract that states the field is to be used purely for the people of Audlem. This and other clauses need clarifying.

A MOP suggested that if APC charge for the use of the field surely 70% of takings, with the Callwoods receiving the other 30%, is better than no takings at all.

The Clerk replied yes, I agree, unfortunately the contract has not been adhered to since it was signed. It may be said that a precedent was set prior to the contract for allowing chargeable camping etc. on the field but once the contract was signed by the Councillors any profit made on the field should have been paid to the Callwoods and it wasn't.

A MOP asked surely it is just a case of sitting down and chatting with the previous landowners. RJ responded saying that yes, it should have been but due to the way Mrs Callwood had been treated and not responded to by the Council it had now gone past that situation and into the hands of solicitors. RJ advised that APC want nothing more than to resolve this matter as quickly as possible.

RJ stated that a recent event had not helped the situation, where 2 MOPs involved with the summer fete had visited Mrs Callwood at home and asked why the village fete could not go ahead had led to Mrs Callwood contacting the council asking why MOPs were visiting her.

A MOP asked if the Parish Council could reassure the villagers that the closed meetings that have been happening over the last few months will stop so the villagers can have full transparency going forward.

SH replied that the reason he gave his opening statement was for that very reason. SH stated that a lot of things had happened previously that shouldn't have happened and a lot of things had not been done that should have been.

The MOP asked so is that the end of closed meetings?

LH replied no, the reason we have to go into closed meetings is that we have a police issue going on with a full investigation and we were told emphatically by the police this was not to be discussed in public.

The MOP stated that was understood her question was in relation to the field

LH stated that discussions would not go into Section B unless advised by their solicitor.

The MOP stated that solicitors take their instructions from the Council and the Council take their instructions from the villagers and must agree that no further discussions go into Section B.

SH advised that as far as possible APC would discuss all agenda items outside of section B.

A MOP asked the Clerk if she had a running cost so far off the top of her head, of how much this has all cost against budget?

The Clerk replied she did not know off the top of her head but that all costs are on the parish website. Every month prior to the meeting, there is a full costing on there detailing all of the costs broken down in relation to Turnpike Field. The Clerk stated that the costs were not against budget as no budget had been allocated for this at the beginning of the year as the Council had no idea this situation would arise.

A MOP asked if the Council knew how much all of this was going to cost?

SH replied that the Council had not reached the point yet where they were able to give this figure.

A MOP asked has anyone from the Council had a sensible conversation with Mrs Callwood about allowing events to happen on the field without charge?

RJ replied that it had gone past that situation due to the previous landowners never having responses to their e-mails and the way they had been treated by the Council.

A MOP stated that the cost of solicitors, the lack of use of the field, the lack of communication does this not show a level of incompetence from the Council

SH replied that all of this stemmed from the movement of the gate on Turnpike Field even though Councillors were told at the time, planning permission was needed, certain Councillors went ahead and had the gate moved and widened. That then snowballed into change of use, where land agents and planners had to be employed incurring further costs which has created the situation the Council now find themselves in.

A MOP asked is there a timeframe for how long the covenants on the contract last?

SH replied yes there is and it is 2038.

A MOP asked if they were police files why were they in possession of a Councillor?

SH stated that the files contained paperwork appertaining to the money going missing.

A MOP asked how are the Council going to go forward? Who is managing this issue?

SH advised the Clerk was managing this working on behalf of the Council as the Responsible Officer.

A MOP asked is the Clerk not resigning?

SH advised yes she is

A MOP asked what is the Council's plan for the upcoming months?

SH replied that the Council will be giving an update on the situation and will not be going into Part B to discuss.

A MOP asked who is the person managing this issue and taking it forward?

RJ replied there cannot be one person, the Council is a collective body and manages as a whole. RJ asked Cllr Bailey to provide some clarity on this.

Cllr Bailey advised that in a town or Parish Council a decision is made and one person may be elected to lead on a matter but this would be done by a vote. In local government, because we are dealing with the public purse, all those elected to serve, they sign a statement to say they will deliver their duty and then it is about them agreeing and taking a vote and then the Chair is then empowered to sign.

RB stated that it appears that in the past with this council some people have been empowered to do what they have done and at the moment no-one seems to have been given that empowerment. RB

advised that the question had been raised and would be minuted and that the Council now need to consider the question and how they are going to respond to it.

A MOP asked whether it would not be more sensible to try and direct the solicitors on how the Council want to move this forward and have a more reconciliatory approach rather than incurring more charges to reach a resolution?

SH replied stating he agreed that was the way forward

A MOP asked the Council if they had considered asking their solicitor to ask the previous landowners if they will rescind the contract and then renegotiate a baseline statement, get the covenants correct, pay any compensation due under the previous contract, and reach a conclusion to prevent any further costs or potential litigation

SH advised that as soon as APC receive a response that will hopefully lay out the way forward and open the path for discussion.

A MOP asked if the Council has sought to replace the Clerk and what time frame is involved?

The Clerk responded stating the Clerk position has been advertised and the closing date is Friday. The Clerk advised that she will stay on until September. Hopefully a new Clerk will be appointed by then for a handover.

A MOP advised the audience that when she sent an e-mail to APC last year in June 2023, all that she asked for was 10 days notice for any planning applications that were to be submitted and 10 days notice after it had been approved or declined which is quite a standard clause in any contract. The MOP stated that the only other thing that she said was that she reminded the council that camping on the field had to be free and that they had to adhere to these legal applications. The MOP stipulated that she did not ask for any money, all that she did ask was for the contract to be adhered to. The MOP stated that she asked for nothing apart from a little bit of respect by having a response to her e-mail.

SH replied that for as long as he is acting Chair he will make sure that everything is responded to as quickly as possible.

A MOP asked if there was any advance on the police investigation?

The Clerk replied that there has been progress this month. A line of enquiry that the police were hoping to happen has been followed up this month but there were a few more lines of enquiries that needed to be made before the case could go to the CPS.

A MOP asked that when there were vacancies for the co-option of Councillors some months ago, why were only 3 members of the public elected when there were more seats available and why was there a second vote?

SH responded the voting was down to individuals but he had noidea why there was a second vote. Everybody on the Council voted for who they wanted to co-opt. Cllr Bailey stated that there was a process to follow for the co-option of Councillors and asked the Clerk if she would like to elaborate on that. The Clerk replied that the process was on the parish council's website.

SH thanked members of the public for attending and asking their questions and advised that to the best of the Council's ability they had been open and honest with their answers.

24/76 Confirmation of Minutes

Councillors **RESOLVED** to approve the Minutes of the meetings held on **1st July and 11th July 2024**
Proposed CD, seconded KD, all in favour

24/77 Planning Matters

Councillors **CONSIDERED** and **RESOLVED** to approve the following Planning Applications

24/77 (i) **24/2463N – The Parkes, Monks Lane, Audlem** - Erection of an extension and alterations to existing sui generis (wedding venue) to include ceremony room and toilet block and associated works

24/77 (ii) **24/2612N – Bath Farm, Bath Lane, Audlem** - Proposed extension and detached garage

24/77 (iii) **24/2329N – Bradwood, Bagley Lane, Audlem** – Non-material amendment to 23/3033N – Proposed new single storey rear extension to the existing property. Planning permission was

granted for the extension in October 2023. This is application is for a non-material amendment which has already been approved by CE.

Proposed KD, Seconded KN, all in favour

Councillors **NOTED** the following planning decisions.

24/77 (iv) **22/318N – Bradwood, Bagley Lane, Audlem** – New detached house and garage – CE refused.

24/78 Financial Matters

24/78 (i) Councillors **NOTED** the income and expenditure statement as of the 23rd July 2024

24/78 (ii) Councillors **NOTED** budget statement as of 23rd July 2024

24/78 (iii) Councillors **APPROVED** the payment agenda below.

Invoice Date	Invoice No.	Supplier	Goods	Amount (£)
01/07/2024	16588	ThenMedia	Website and domain names	43.00 + VAT
18/07/2024		GiffGaff	Clerk Mobile Phone	10.00
19/07/2024	LCO02700	Clear Councils	Council Insurance	4466.64

SH proposed, KD seconded, all in favour

24/78 (iv) Councillors **APPROVED** the retrospective payments below.

Invoice Date	Invoice No.	Supplier	Goods	Amount (£)
08.04.2024	085	Audlem Methodist Church	Room hire TFWG 25.03.24 APC Meeting 08.04.24	65.00
03.06.2024	1178	Audlem Public Hall	Annual Village Meeting	75.00
20.06.2024	SI888507	Glasdon UK Ltd	Bench (paid for by resident)	1287.43 + VAT
01.07.2024	6390	Scribe	Accounting package	55.00 + VAT
01.07.2024	101	Audlem Methodist Church	Room hire TFWG 17.06.24 Room Hire APC 01.07.24	65.00
01.07.2024	23730	Benbow Brothers Tree Surgeons	Work on trees on Turnpike Field	7,200 + VAT
05.07.2024		PWLB lending	Loan payment for Turnpike Field	5231.83
06.07.2024	06193256	WaterPlus	Water for public toilet	107.93
11.07.2024	769	3 Counties Cleaning	Cleaning of public toilet block	405.00
11.07.2024	103	Audlem Methodist Church	Room Hire APC 11.07.24	25.00
19.07.2024		Lloyds Bank	Bank charges	7.85

SH proposed, CD seconded, all in favour

24/78 (v) Councillors **NOTED** the VAT claim receipt

Payment Date	Amount
09.07.2024	791.35

DS asked if the bank account balance of £46,449.58 could be added to the minutes for parishioner to see and if the financial statement could be added to the notice board.

24/79 Correspondence

24/79 (i) Councillors **DEFERRED** the discussion on the letter received from Ron Bailey Parliamentary Campaigner regarding Parish Council's support for the campaign on the safety of lithium-ion batteries and their disposal.

24/79 (ii) Councillors **DEFERRED** the discussion on the letter from Loic, Nantwich Town Councillor, asking the parish to contribute financially to the local food bank at an annual cost of £250

24/79 (iii) Councillors **NOTED** that the Clerk has discovered documents in boxes of files, that should not have been kept because they violate GDPR (General Data Protection Regulations). Councillors gave permission for the Clerk to hire a shredding service to destroy these documents to ensure compliance with data protection laws.
Proposed SH, seconded KD, all in favour

24/79 (iv) Councillors **NOTED** that included in the boxes of files was a full file containing evidence on the police investigation. The clerk has informed the police and once she has indexed all the paperwork in the file, the file will be handed over to the investigating officer.

24/80 Turnpike Field

24/80 (i) Fields in Trust – discussed previously

24/80 (ii) Councillors **APPROVED** the request from a resident to use Turnpike Field for parking for funeral wake attendees on the 12th August from 1 p.m.

Proposed SH, seconded CD, all in favour

24/80 (iii) Councillors **DEFERRED** the request from the Music Festival organisers to book Turnpike Field for next year's event

24/81 Village Management (VMG)

24/81 (i) A MOP volunteered to help with the Lengthsman duties from Friday 2nd August to Wednesday 7th August inclusive

24/81 (ii) A MOP advised she would ask ADAS if there was a plan for the lopping of trees in the conservation area.

Additional items mentioned

LH advised that CE had been out to repair LH drain hole and manhole covers in the village.

A residents request to put a hedgehog sign outside their house was agreed to, providing the sign remained on the resident's property.

LH spoke about the bulldozing of the children's cycle track at the back of the playing field and stated it was not APC that contacted Cheshire East about the track. LH stated that APC were fully supportive of the children and would do their utmost to try and find them an alternative venue.

KN stated that he had walked around the area that had been levelled by CE and in his opinion the equipment that they had brought in had done more damage to the trees than the children had done building their cycle track. KN stated CE are clearly not aware of the Green Policy and the area is now a mess.

GMB advised that he has arranged for new locks for the CCTV cabinet.

24/82 Report by Ward Councillor

RB stated that due to the disruption by CE of the work created by the local children of their cycle track it is time to deliver for the local children and she was willing to make that pledge. RB asked that the Parish Council has an agenda item for the next meeting on what the community can do for the children of Audlem.

RB stated that the first time she knew of the report from CE about the cycle track area was when she read it on Audlem Online. RB stated that the Parish Council never considered the report but published straight to Audlem online with little thought of how the families of the children might feel. RB stated that she did not understand why a statutory body was publishing an article on Audlem Online before they had considered it themselves and that it came down to basic governance. RB stated that what's done is done and the matter of provision for the children now had to be taken forward. RB stated that she would be happy to sit on a committee to see how the parish can fundraise, how facilities can be delivered and how CE can be lobbied to help provide these facilities.

DS asked when a decision is made by CE such as this one where they decided to demolish something in the village of Audlem, is that decision made by an individual or by a group of people who discuss it? RB replied that she was not aware of this matter appearing on a committee agenda and going to a committee for discussion so in her opinion that decision would have been signed off by legal.

RB advised that CE had updated their post-16 transport policy and that the Parish Council may like to take a look at it.

RB finished by thanking the people of Audlem for the hospitality they had shown to a young lady with 6% sight who was staying with RB. RB stated this lady had been out and about in the village with RB and had received a warm welcome and felt accepted despite her sight disability.

LH asked if she could speak about one additional item she had forgot to mention in her update. LH advised that CE had wrote to the Parish Council regarding entering into an agreement with the Parish Council on a recompense basis to compensate Cheshire East for the loss of projected revenue parking tariffs. The cost per annum would be £28,855 p.a. which includes business rates of £2,700 p.a. maintenance of £2,921 p.a. (based on an average of the last three years) and the projected parking charges revenue of £23,234 p.a. CE also advised that the Parish Council would be responsible for paying CE's legal fees and the drafting of the agreement as well as an ad hoc cost of gritting the car park as and when needed. LH advised that the contract would last for 5 years. CE requests that the Parsh Council respond within the next 28 days.

LH advised that it was a substantial amount of money, but it was up to the people of Audlem whether they would be happy for an increase on the precept to pay for it.

KN advised reading the information the charges do not make sense and negotiations on the costs should be entered into.

LH advised that the decision on this cannot be made this evening and another Council meeting would need to be called before the September Parish Meeting to discuss how the Parish Council move forward on this.

SH ended the meeting at 9.44 and thanked everyone for attending

24/83 Date of Next Meeting and Items for Future Agenda

The next meeting will be the Annual Council Meeting held on **Monday 2nd September** in the **Methodist Church, Shropshire St, Audlem, Crewe CW3 0AE.**
