Colne Engaine Parish Council

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MINUTES OF THE ON LINE COLNE ENGAINE PARISH COUNCIL EXTRAORDINARY MEETING HELD ON TUESDAY 4TH MAY 2021.

IN THE CHAIR: **CLLR L ORROW**

PRESENT: **CLLRS: I MESSENGER, N WARWICK, P TAYLOR, A BARNARD, T EVERITT**

CLERK: **T ROOTSEY**

1. WELCOME AND APOLOGIES FOR ABSENCE.

None received.

2. DECLARATION OF INTERESTS.

Cllr Everitt declared a non-pecuniary interest as a neighbour of the football club. Cllr Messenger proposed that Cllr Everitt be given dispensation to attend as a member of the public. This was accepted by all and Cllr Orrow took the chair.

3. PUBLIC PARTICIPATION SESSION WITH RESPECT TO ITEMS ON THE AGENDA

Cate Gunn a neighbour of the club attended. David Pomphrett as Chairman of the football club and Jordon Barber as a Director also attended as the club are leaseholders of the Burches Meadow ground.

Mr Pomphrett addressed the meeting from a prepared statement. He apologised for the way in which the remedial works at the ground had been handled as it was not their intention to cause nuisance or unnecessary stress to the Council or residents. Not requesting prior written permission to carry out the works was an oversight on their part. He went on to explain using specific wording from the lease. The land is described as “football ground Pebmarsh Road” and the ground in its current condition was not fit for playing football matches as it flooded after heavy rain and then dried rock hard becoming dangerous. Section 3.4.2 states “the tenant shall notify the PC of any alterations that may affect the rateable value and, in their opinion, they were not making alterations that would affect the rateable value. 3.5.2. states that the tenant must keep land that is not built on regularly maintained and free from litter. 3.6.4 states that they

must not make any alterations to the premises without written permission. In their opinion they have not made any alterations to the premises as it will remain a a field with goals and a pavilion. They have instructed an independent review which concluded that the diversion of surface water has been installed to divert the drainage water course which has been achieved by using terram and pea shingle. He saw no evidence of provision of services that would require construction of any description. Finally, he requested that if they were in breach of any covenant, that they be allowed to complete the work which would be achieved in 5 days. Cate Gunn complained that no consideration had been given as where the ditch into which the excess water would be diverted drained. The work would speed the waterflow into the ditch and nothing had been done to stop the water from that ditch draining onto her property. She went on to say that she was not pleased that they were planning to move the pitch nearer to her house. She felt that if they wished to make a car parking area, they should apply for planning permission.

4. **DISCUSS AND DECIDE ON ANY ACTION TO BE TAKEN REGARDING THE FOOTBALL CLUBS RECENT WORK BEING CARRIED OUT ON BURCHES MEADOW.** – *DECISION REQUIRED.*

   Cllr Messenger said that had the Council been asked for permission to do the work he felt that it would have been given subject to it not being to the detriment of the neighbours. He said that consideration should be given to seek confirmation of insurances and an indemnity from the football club. He felt that the placement of the pitch could be looked at later and that as the work left to do is levelling and seeding there was no need to stop.

   Cllr Taylor commented that clause 392 on the lease under the heading of “nuisance” stated that the tenant must not do anything that may become a nuisance to adjacent premises. She added that they could not guarantee there would not be a flash flood.

   Cllr Warwick commented that the tenant is allowed to carry out alterations with consent not to be reasonably withheld, they have done so without consent. This can be dealt with retrospectively. They need to confirm their lawyers, submit details of what’s been done and give an undertaking for our reasonable legal and professional fees. Our adviser to review this and advise us on the proposals including the need for any building regulations consent or discharge consents needed, if they provide all this then Lawyers will complete the deed of variation and that’s the end of it. He proposed that he would liaise with the football club in relation to them drawing up their works and confirmation of their lawyers, and liaise with Cllr Barnard and Percivals in reviewing an application from the football club when we get the details though.

   RESOLVED: Cllr Warwick will liaise with the football club as detailed above.

   PROPOSED: Cllr Warwick SECONDED: Cllr Messenger

   Cllr Messenger commented that it was appreciated that they came to the meeting and proposed that they be allowed to finish the work.

RESOLVED: based on the condition of the work to date the work should proceed.

PROPOSED: Cllr Messenger SECONDED: Cllr Orrow Unanimous.

…….signed

Cllr Barnard pointed out to the club directors that Parish Council decisions can only be made at meetings and that it meets once a month.

5. **DATE FOR NEXT MEETING** 20TH May 2021

Cllr Orrow thanked everyone for their attendance and closed the meeting at 9.18pm

Signed……
Chair of the Parish Council Date:27th May 2021