

14 March 2019

Minutes 2018/2019

Present Councillors Colin Nicholson
Ian Womersley MBE.(Elected Chair) **Scribe** Mr David Pringle.
45 Members of the public Electorate were in attendance.

At the Y.M.C.A. Building Hemsworth. 7:pm.

Despite numerous attempts by the electorate to call a follow up meeting after the electors meeting held on 23/08/18 the process had been frustrated by The chairman of H.T.C. Tony Upson's offer to arrange one and Policy committee's avoidance to democratically do so.

Despite the Chairman Tony Upson & Deputy Town Clerk, approval to post the detailed adgended meeting and invitation, to this meeting in their relative capacities neither accepted the invitation to attend, or organise alternative assistance or provide Draft copy of minutes from the last Electors meeting 23/08/18.

In accordance with the Protocol of the LOCAL GOVERNMENT ACT 1972 Schedule 12.

Schedule 12 (16)- In the absence of the Town council Chair & Vice chair, Schedule 17 (3)- The meeting may appoint a person to take the chair who for the purpose of this meeting, have the powers and Authority of the Chairman.

Jim Kenyon proposed Councillor Ian Womersley to act as Chairman, this was seconded by Councillor Colin Nicholson the vote was carried unanimously by the Electorate 45 for non against.

Mr David Pringle was appointed **Scriber** (minute taker by the chair)

Councillor Womersley identified former Police officer Glen Homes as acting Security person which was (requested by the Chairman of the council) who failed to attend.

Councillor Womersley thanked everyone for their attendance. He said there have been some great councillors in the passed. He then proposed the meetings Adgenda would be proceeded with Questions and answers from local residents (Electorate) present.

Matters arising from Electors meeting 23/08/18.

1) Matters arising from the previous Electors meeting 23/08/18. Despite requests from the electorate and duly elected Councillor Womersley, minutes of the previous meeting a (Draft copy) after being seen by the Councils policy committee on (22/01/19) majority of whom were not present on 23/08/18 were provided some time after 22/01/19.

Copies were available at this meeting but were ***widely inaccurate and untrue*** and could not be ratified and approved due to (the following)

Explained by Jim Kenyon to the Electrate.

Minutes provided from 23/08/18 contradict TRUE actual events.

* The Chairman councillor Upson stated on 08/09/16 The land was **sold to SAUL Sold** as seen **Sold Without planning permission (not a contractual obligation) Buyer beware!!**. Meeting 11/07/12 a Resolution made by HTC on the solicitors advice- Not to give SAUL a variation and extension of time to the contract. Letter 13/07/12 from HTC to SAUL clarifies the legal position- + Letter from HTC 24/07/18*clarifies this Resolution has not been reversed.

(The Council, its officers Legally failed to implement this resolution)

The S106 runs with planning permission (The land was not SOLD subject to planning)

*Therefore the S106 has no legal bearing on completion.

ADGENDA

1- The council still retains ownership of the complex because SAUL would not "pay" the £1.4m to trigger the Residuary body land charge removal.

Alleged Fraud- Contary to the CONTRACT-The Town Clerk & chairman, as no minutes exist to approve the following- received payment from SAUL of £50,000 stated to be a **Section 106** payment to remove the charge on a strip of land Built on but not owned by SAUL -577m2 only. (actual area is far bigger around 1,000 m2.)

The signed sealed Contract specifacally states (2. The seller will sell to the buyer on the terms of this contract :

2.2 The buyer can not require the seller to:

(b) transfer the property in more than one parcel or by more than one transfer.

(c) apportion the purchase price between different parts of the property.

(No legal contract has been made to sell the strip of land.)

2- Alleged misuse of public funds(HTC paid Wakefield Council £13,534 to purchase this strip of and for Saul Construction-re-Delegated decision Made by Councillor Denise Jefferies & director for re-generation, Andy Wallhead (**Decision** -This will deliver a Gross (Land receipt) of £13,534.00 the net receipt will be shared between the 5 West Yorkshire local Authority. still not paid (**Not implemented**) **The Deed of charge will be released in full for a receipt of £1.401. million "Minus the sum already received "** contary to signed sealed legal contract 2.2 b)(c) establishes the unlawful registration with H.M.Land Registry and land sale.

HTC then engaged Glyn Jones the former solicitor via M.C.Foy, Solisitors who knew this procedure could be a conflict of interest and did not accord with the contract re-his engagement when paid £27,000? to draw up the contract etc and advised (under "circumstance allow an extension of time or variation to the contract" To which has not been amended or revoked by the resolution 11/07/12.

Annual Town meeting 25/05/17 (minuted) chairman Tony Upson stated The Town council had "Followed All legal advice sought"

Instruction to M.C.Foy Solisitors was to removed the charge and registered the land in SAUL

CONSTRUCTIONS NAME using public funds and paid (£2,676.00)+ to M.C.Foy, to register with the H.M.Land Registry. The following in favour of Saul Construction value stated as at 30/06/16 was £50,000* The same £50,000 paid to HTC confirmed to Bev Vines WMDC. by Tina Pattison via email on 29/06/16 as 1st payment for replacement sport facilities s106 money?

To remove the charge to allow SAUL to sell houses built on land he does not own Area stated 577m2 does not comply with the Delegated decision of area SOLD or indeed the unamended signed sealed land sale contract dated 28/04/11.

4- There is now substantial collusion by HTC & WMDC to remove the charge against the legally sealed contract. To validate the s106 a further charge of £350,000 must be implemented on the land" after a payment by SAUL of £4,250.00 on or before 31/03/16- within the legal S106

contract, this money £50,000 "must" be paid to Wakefield non of which has been implemented along with,

S106 (6.2)-8 the Obligation in this deed shall cease to have effect (if Quashed following a successful legal challenge (confirmed by R.Backhouse Senior planning officer via email 27/10/17 (The s106 fell ceases to have effect if a legal challenge is successful)

*The Chairman Tony Upton continues to mislead the public (Quote)the £50,000 relates to a S106 payment and on 09/10/18 (proposed to accept a further £300,000 S106 payment from Saul Construction) which does not exist. It was the responsibility of the acting Town clerk to record what was the actual subject discussed, which was the offer of £300,000 S106 from Saul's Solicitors of Leicester.

Concluding in inaccurate minutes being placed on the councils website which fails to give an accurate account of what transpired at this Council meeting on 09/10/18. and appears to be a report from the chairman not the actual minutes.

Qualified by Councillor I Womersley after Attending this meeting.

5- V.A.T. while it could be argued the councils submission to H.M.R.C. appeared to be correct in 2013 - The £356,000 vat. paid to Saul Construction there is no provision in the contract for this payment therefore it does not accord with agreed legal sealed signed contract.

a) Agreed works build price turn key agreement in land exchange £2.25m (**not paid re-breach of contract**) **21/07/12** SAUL'S refusal to complete therefore makes the invoice dated **1st April 2011 invalid as there was no completion** to pay the £2,237,900 inc VAT, is in place. (Rendering this invoice presented by Saul Construction void as no land exchange had transpired)

b) The only VAT to be charged within the contract is on the £240,000 community centre land exchange which was implemented and totals £48,000. this amount should have been retained, as any amount paid to SAUL would be in breach of contract and over the agreed stated £2.25m.

c) The invoice is dated **1st April 2011** yet the completion dates are not until **28/04/11** and **21/07/12** with no land exchange, transfer, to verify validate invoice payment of £2,237,900.

to recover the v.a.t. the council paid saul, but saul has still not been due to the land being still in the ownership of Hemsworth Town Council.

d) The works were completed in November 2010 without any lawful contract being signed to protect public interest and contrary to the councils standing orders (risk management) Which establishes this "Developer Saul Construction" was engaged-contracted under an unlawful verbal agreement to pay £2.25m in public Land funds (Saul took the decision to build and this was at his own **RISK** if all went wrong there would be no **COST** to the council the Risk's were all Saul Constructions. (minutes-21/04/09 -16/06/09- 29/03/09).

Inevitably it has all gone wrong re-Saul's default-Breach of contract at this councils cost re extra legal costs, misuse of public funds & time, the failure of this councils officers to legally impliment the signed sealed contract 28/04/11 and standing resolutions 11/07/12.

Furthermore the Public works contract awarded to Saul Construction is in breach of the E.U Procurement Laws.

6- Despite the alarming afore mentioned the council and its officers continue to award thousands of pounds worth of contracts in Favour of Saul Construction knowing Saul Construction was in default for £1.4m and accumulating interest of £160,000 -2% above the interest rates at Barclays bank,owed to this community upon completion of the contract on 21/07/12 and "unpaid solicitor and councils risk"costs. ie Japanese Knotweed fly tipping.

7- Sandy gate substandard facilities that fail to meet E4 Sport England

A specialist sport consultant engaged by H.T.C. (Steve Wells Associates) after an independant survey concluded.

£43,000 worth of savings have been made by SAUL, based on commercial contracts. (The surveyor does not identify any extra works to compensate for this in his report) Surveyors report. Quote-

The Area of concern is the Synthetic pitch **NO** 3m run offs- 600 m2 of Astro turf "missing" (this failure would incur massive costs) **NO** mowing strip, **NO drainage junior pitch-slops outside F.A. Tolerance become watterlogged. NO** ball stop fence etc (The council then fails to insist on the specifications set out in the s106-agreement) despite the surveyors damning report.

(Tina Pattison Town Clerk 23/02/10) to compensate for the cost savings Asked members accept her report and pay SAUL an extra £6,500. for the ball stop fence and mowing strip,already included- unapprove provisions of additional fencing (£5,700.) footpath extention (£4,000) henanced changing rooms (£13,500) Gas service & heating (9,250) previsions of training pitch no drainage (£17,500) all of which were in the orignal spec (SAUL stated the unagreed reconfiguration was due to the site size -Then it could never meet **E4 of Sport England equivalent or better.**

8- These are the true identified facts within council documents which establishes the council and its Chairman colluded with the Developer have lied mislead and legally failed to protect the public purse & interest in favour of the SAUL Construction re legal unimplemented

resolution 11/07/12. The use of the specialists- District valuer, head of terms, solicitor Contract, Surveyors, reports & advise, at **NO** Cost to SAUL, yet at massive public cost, were a sham to deceive the Electorate/public none of which have been truly implemented but continued deceit.

Mr Kenyon made people aware of what some people already know had been going on for 10 years he also invited people to inspect document that clarify his submissions.

Mrs Jean Eccles.

Stated that during her time as a serving Town councillor the minutes of all meetings were mostly inaccurate and were subject to inner circle spin.

Tom Stafford.

Asked how much longer would this go on for

Mr Kenyon stated that we have in our favour decisions made by the ICO and Tribunal Judge which identifies the Town Council has continued to evade public scrutiny regarding the contracts decisions and any renegotiations concerning the contract should be open to public involvement. An investigation carried out by action fraud in the city of London. This was handed over to West Yorkshire Police who have been carrying out their investigation since 22 January 2019.

Councillor Colin Nicholson.

Asked if Saul had built illegally why does Wakefield council continue to grant planning permission-

Mr Kenyon told the meeting where planning matters are at present.

Mr John Greenshield.

If what has been discussed at tonight meeting are facts can this not be publicised

The Chairman replied you have to be careful in the run up to an election but every thing will come out in due course.

Mr Glen Homes.

If SAUL has illegally built on the Sports complex what would happen to the home owners.

Mr Kenyon replied to Transfer Land by deception/illegally can be subject to reversal by H.M.Land Registry and the person's responsible can be subject to fine and or imprisonment.

Mr Pringle.

Asked about insurance claims on the Complex since 2012.

Chairman -under the terms of the contract claims or environmental issues liability were required to be met the by the Developer/purchaser including Knottweed and other issues.

Despite my requestes to establish who's paid claims the council refuse me access. The complex was previously a former land fill site and Councillor Upson's favourite term- sold as seen buyer beware! and this would apply to any prospective home owners on this site if this

planning application had been approved re-contaminants- methane-subsidence under ground springs. Neither Council nor the Developer gives a guarantee to indemnify home owners, and the N.H.B.C. only give limited construction cover.

Mr Kenyon then proposed a motion.

That due to the fact the Chairman Tony Upson lied and misled the Electorate/community on many occasions during his period of public office (Malfeasance in public office) unlawful act, along with presenting false minutes 9 October 2018- the Chairman Tony Upson by just cause removal of an elected official by -statute or recall election.

Councillor Womersley M.B.E. -

related to a statement made by the Chairman Tony Upson -Annual Town meeting 25/05/17. (minuted) if things within the Contract are shown that you and the Town Clerk have not followed things properly will you both resign (The Chairman stated that I think we would be made too.)

That the meeting seek a poll this was seconded by Mr Stan Wilson, and carried unanimously apart from Councillor Colin Nicholson who abstained.

Vote for 44 against 0 abstention 1. Approved.

A nomination was signed and would be presented to Hemsworth Town Council to ratify, and passed on to Wakefield council Electrate services to organise the Poll to remove the chairman.

After further deliberation it was decided with the local council elections only two months away and the cost to the electorate of around £5,000 to hold such a poll the resolution would be stayed.

The Elected chairman Ian Womersley M.B.E. once again thanked everyone for coming and closed the meeting at -8:40pm.