

Report on the CCDT Meeting held on 30th October 2020

The main topics of discussion of interest to community councillors were:

VIC

Over recent weeks the VIC has been considering where it should be located once Covid restrictions are lifted enabling them to re-open. The current premises have been considered not to be a long-term solution partly because it is also used by the National Park Rangers. A refurbished St Kessogs has been one alternative location under consideration, but as it is likely to be some considerable time before it is ready, it is not considered to be an ideal solution. The VIC has identified the old Royal Bank premises at 55 Main Street as a potential location and has submitted an offer to purchase it and this has been accepted, subject to missives and finance. It is expected that the purchase will be completed shortly and the hope is that the new VIC will open in 2021. More details are available on the CCDT website.

New Callander Action Plan (CAP)/Local Place Plan (LPP)

Helen Terry, Town Co-ordinator, reported that she had attended a seminar run by Planning Aid Scotland aimed at understanding the best approach to local community planning. The next CAP, or LPP, will be based on a new format and has been discussed with the National Park. HT is keen that CCC provides two or three people to represent it in future discussions around the development of the new CAP/LPP and it was suggested that as a first step, CCC and CCDT should resurrect the joint meeting format used pre-Covid, to discuss the way forward.

Coilhallen Wood

As approved at the CCC meeting on 12th October 2020, I conveyed CCC's offer to work with CCDT and FLS to find the best way forward for Coilhallen Wood. This was welcomed by CCDT on the assumption that it would be based on the plan for the development of woodland. A copy of the final letter sent by CCDT to FLS is on the CCDT website.

Community Support Group

Helen Terry reported on the readiness of the Community Support Group to reinstate some of the services provided during the Covid lockdown period earlier this year.. She also advised the FETCH have contingency plans in place in case they are called upon again. This would include the resumption of CCC providing back-up to the payment system.

Callander Landscape Partnership

The Leny Falls Bridge – following a visit to the proposed site of the new bridge and the Victorian walkway by Alyn Smith, MP for Stirling, the group has decided to return to the original plan to undertake all of the proposed work – bridge, road crossing and car park. Previously, because of potential issues with Transport Scotland over the road crossing, it been decided to split the project into two phases. However, Alyn Smith has indicated his willingness to intervene with TS with a view to resolving this issue. If AS is successful, it is likely that installation of the bridge will be later than 2021 to enable all elements of the project to be delivered together.

Street Lights

It was reported that this year's Christmas Lights would be on a smaller scale than previously, but that it was hoped to produce a plan whereby the lights would be improved on an incremental basis, year by year, over the next five years. It was reported that an application had been made to the Airtricity fund for a grant of £200 to help with costs and a further grant application to the Hydro Fund to be made on behalf of CCDT/CCC/CE.

CCDT Code of Conduct

I am now able to report the full picture of the draft CCDT Code of Practice and how it deals with Conflict of Interest. Some elements of this are already in our CCC domain as a result of speculation built on an incomplete picture. The facts are these – at the previous CCDT meeting, held on 25th September 2020, a draft of the revised CCDT Code of Conduct was tabled for discussion. Within the draft there was a section titled ‘Conflicts of Interest’ which included the sub-clause below:

“I will always strive to act in the best interests of the organisation as a whole and not as a representative of any group, considering what is best for CCDT and its present and future beneficiaries.”

At the meeting I queried this, pointing out that, as my only reason for being a Director of CCDT was I had been nominated by CCC to represent it, I could not possibly be expected to sign up to something that placed CCDT ahead of CCC in my considerations. In response, it was explained that the clause was in line with a legal requirement that governed how trusts operate. I accepted that was the explanation for the clause, although I did not accept that that was the end of the matter.

A few days after the meeting, I wrote to Frank Park, Chair of CCDT, to express my misgivings about this clause and indicated that, unless something changed to recognise the impossible situation this could put any Nominated Director in, I would have to stand down as CCC’s Nominated Director. It had been my hope that I would receive Frank’s response ahead of the October CCC meeting, so that I could present a complete picture to CCC, but in the event I did not receive his response until a few days after the CCC meeting. I judged it better to wait until that complete picture was available before presenting the matter to CCC, to avoid setting ‘any hares running’ with incomplete information.

Frank’s response was to indicate he had sympathy for my situation and invited me to submit a form of words that would satisfy me. I submitted a proposed revision of the sub-clause as follows:

“I will always strive to act in the best interests of the organisation as a whole considering what is best for CCDT and its present and future beneficiaries, notwithstanding that if I am a Nominated Director and matters are being discussed that may have a potential impact on the organisation that nominated me, I will declare an interest in such matters and recuse myself from any subsequent discussion and decision.”

This was put to the CCDT meeting held on 30th October 2020. There was general support for the revision, or something like it. There is, however, a slight complication in that CCDT’s Articles of Association refers to ‘Conflicts of Interest’ and so there would also need to be a change to that. Any change to Articles of Association must be approved at an Extraordinary General Meeting (EGM). It was agreed that a proposed revision to the Articles of Association would be composed and put to an EGM and that a new sub-clause, reflecting that revision, would be considered and agreed at a future CCDT meeting following the EGM.

In a nutshell, CCDT recognises the difficulty, but it was also recognised that all Directors can recuse themselves from any discussion in which they have an interest, personal or otherwise, at any time and that that avenue is open to me, any other Director, whether Nominated or Appointed, at any time.

Brian McKay
6th November 2020