

WEST END PARISH COUNCIL

MINUTES OF THE RECREATION & ENVIRONMENT COMMITTEE MEETING, WEDNESDAY 21ST JUNE 2017 AT THE PARISH CENTRE, CHAPEL ROAD, WEST END COMMENCING AT 7.15 PM

PRESENT: Councillors: R Davis (Chairman)
J Asman
S Turl
D Clarke

In attendance: Mrs L Cooke Parish Clerk
Mr S Mockford Deputy Clerk

Members of the Public: Mr & Mrs Clay & Mr J Cavanagh

031/17/REC **APOLOGIES**

Apologies were received and accepted from Councillors Bates, Boulton & MacDonald.

032/17/REC **DECLARATIONS OF INTEREST**

Members were invited to declare interests in relation to items of business on the agenda.

Councillor Turl is the Chair of Moorgreen Road Residents Association. Councillor Asman's husband is an allotment holder.

033/17/REC **MINUTES OF MEETING HELD ON 17TH MAY 2017**

The Minutes of the meeting held on 17th May were accepted as a true record and signed by The Chairman.

034/17/REC **MATTERS ARISING**

Email received from Chairman of West End Carnival Association: Thanking all councillors, volunteers, the carnival committee, local businesses and the people of West End who made the Carnival day a great success.

All other Matters Arising will be dealt under agenda headings.

035/17/REC **CORRESPONDENCE**

Email received from Emily Fry – SportWorks Development Officer for E.B.C.: Confirming dates and locations for this year's Park Sport and Summer of Sport programmes, these are as follows:

- Basketball at Moorgreen Recreation Ground - Fridays (4th, 11th, 18th, 25th August and 1st September) 12.00 – 13.00hrs.
- Cricket at Cutbush Lane - Mondays (31st July, 7th, 14th and 21st August only) 12.00 – 13.30hrs.

Email received from RoSPA – Play area inspections have been completed. No high risk items. Works which have been identified will be dealt with by the Groundstaff in due course.

036/17/REC

EVENTS FOR 2017/18

To be discussed in July's meeting.

037/17/REC

ALLOTMENTS

A plot holder has approached the Parish Council requesting to keep chickens on their allotment plot. The Deputy Clerk made the plot holder aware that the Recreation & Environment Committee have previously agreed **not** to allow any livestock on the allotment site. The plot holder then referred to the Allotment Act of 1950 which allowed the "*abolition of contractual restrictions on keeping hens and rabbits*".

The Chairman read out a statement from Councillor MacDonald who was unable to the meeting and expressed concerns regarding the keeping of chickens from 'unsightly' hen houses and pens; it may increase the 'incumbent' problem of foxes and questions surrounding what would happen in the event of bird flu epidemic.

The plot holder was present at the meeting and the Chairman asked if they would wish to make any comments prior to the committee discussing the request; the plot holder replied that due to the size of the plot, there is scope to keep chickens and would use the eggs laid to be consumed by himself and daughter only. The plot holder invited the committee to visit his plot and look at how well it is maintained, this would be the same if he was allowed to keep chickens.

A discussion was held and it was agreed to investigate the Allotment Act of 1950 further; to speak with WEGAA and neighbouring plots if they are happy for livestock to be kept on this plot and to other Councils regarding keeping of livestock.

The Clerk will report back with findings at the next meeting.

Mr Cavanagh left the meeting after the discussion.

A discussion was then held regarding the revised tenancy agreement. Councillors Asman declared an interest and was not involved in the discussion. Amendments were agreed and the final version is attached as 'Appendix I' to these Minutes.

Councillor Turl proposed and Councillor Clarke seconded that it be resolved to agree the changes to the allotment tenancy agreement.

In favour: 1 in favour, 1 abstained.

- Relinquished plots have now been allocated
- 3 people on the waiting list – would like specific plots

038/17/REC

BARNSLAND

Two replacement bins have been ordered.

039/17/REC

HATCH GRANGE / MEGAN GREEN/QUOB GREEN/WEST END COPSE

Hatch Grange

Pre-application advice submitted for staff car park at the rear of the workshop.

Email received from local resident: thanking the Parish Council for installing the Fit Trail in Hatch Grange.

Play area – Head Groundsman obtaining quotes to repair wetpour.

FOHG – NICE Business Systems volunteer day May 18th - reinstated pathway between Megan Green & Hatch Grange with scalping's. Also trimmed epicorum along Lime Avenue. Thank you to all the volunteers.

SINC Area: As previously agreed – the Grazier will be putting 3/4 new cattle onto SINC area Saturday 1st July - Groundstaff have placed signs around the area prohibiting dogs in the meadow.

Groundstaff worked on pond Monday 22nd May, clearing Parrot Feather.

Katy Roberts from The Conservation Volunteers has arranged 12 & 13th July to help work the pond.

Natural England Stewardship Scheme – Annual claim form has been renewed.

Megan Green – Nothing new to report.

Wednesday Volunteer Group – Date TBA.

Quob Green – Nothing new to report.

West End Copse – Tree Surgeon will be carrying out a tree survey around the border of West End Copse on 21st June.

Email received from FoWEC – They will be carrying out a butterfly transect over the coming weeks with all recordings to be submitted to the United Kingdom Butterfly Monitoring Scheme.

Small Grants Scheme – As previously discussed - application to be submitted to improve the pathways.

FoWEC – Nothing new to report.

040/17/REC

MOORGREEN RECREATION GROUND

Following complaint from resident - footpath adjacent to tennis court issue with flooding and drainage, trying to establish responsibility – ongoing.

Tennis Court: Work commenced Monday 19th June – 1/2 weeks to prepare surface & 6 weeks for surface to cure.

Meeting held with Colin Murphy of 'Jem Tennis' to discuss the tennis court refurbishment. Mr Murphy reiterated his coaching team have a passion for benefiting the whole community and will update the Parish Council over the upcoming weeks with their plans and schedules for using the court. A discussion was held regarding the pricing structure and Mr Murphy suggested to 'pay as you play' rather than an annual membership and to charge £5/£6 p/h. It was agreed to review costings at the next Recreation & Environment meeting in July.

The Clerk suggested to hold the official opening of the tennis court on the day of the Community Games on Wednesday 16th August, and to invite the Mayor, representatives from H.W.E.B. etc.. 'Jem Tennis' will also be involved and will organise tennis related activities within the court. The committee unanimously agreed.

Meeting also arranged with Adam Goble - Regional Tennis Participation Manager from the L.T.A., on Friday 23rd June, to go through the Club Spark online booking system.

Roadside hedges encroaching onto road – Tree Surgeon carrying out work on 22nd August.

041/17/REC

TOWNHILL FARM RECREATION AREAS

Chartwell Green – Pre-application advice to be sought from E.B.C. regarding the installation of play equipment.

Resident of Harbourne Gardens is unhappy with the committee's decision to install play equipment. Would like half the area fenced off as elderly dog owners use the area. Dogs now fouling in other areas surrounding the green.

Telephone call received from a resident of Duddon Close: - feels the installation of play equipment will raise the noise levels and encourage older children to 'hang around' in the evening. The committee noted the residents' concerns.

Chartwell Copse – Nothing new to report.

Upmill Play Area – Existing piece of play equipment damaged – needs replacing. Deputy Clerk to obtain quotes.

042/17/REC

WEST END FOOTBALL FACILITY

- Ash tree has now been removed by S.C.C. stump remaining. The issue of responsibility on the strip of land is still ongoing and requires legal advice.
- The football pavilion has been hired for a wedding celebration on the evening of Friday 4th August.

043/17/REC

WEST END CEMETERY/BURIAL GROUND

Burial Ground

Strimming and clearing site – ongoing

Cemetery

- Groundstaff will be moving water pipe to map new area for plots.

044/17/REC

GROUNDS EQUIPMENT

Nothing new to report.

Awaiting exam date for Groundstaff's chainsaw cross cutting and maintenance certificate.

045/17/REC

YOUTH CLUB

Report to follow

DATE OF NEXT MEETING – Wednesday 19th July 2017

**'APPENDIX I' TO MINUTES OF THE RECREATION & ENVIRONMENT
COMMITTEE MEETING HELD ON WEDNESDAY 21ST JUNE 2017**

REVISED ALLOTMENT TENANCY AGREEMENT JUNE 2017

The Tenancy is subject to the following terms and conditions:

- 1 The rent for the allotment hire will be payable in advance annually. The Council reserves the right to review the rent annually. Tenants will be invoiced for rental each year. Non-payment by the deadline will result in the Parish Council terminating the tenancy agreement, in these circumstances, tenants will be told to remove all their belongings from the plot any item left on the plot once vacated will be thrown away/destroyed. PLEASE NOTE the rental period will run from 1st October to 30th September each year. The sum of £16.00 or half a plot £31.50 full plot for 2017/2018 will be payable by 1st October 2017 and you will be invoiced accordingly.
- 2 Allotment holders, on taking over an allotment, will be expected to pay rental for the year (pro-rata), together with a key deposit. This deposit will be refundable when the allotment holder vacates the plot, providing it is left in a tidy condition and the key to the gate is returned to the Parish Council office. The Council will not accept any responsibility whatsoever for the removal or disposal of items left on a plot, once vacated. There will be no refund if the Parish Council has terminated the agreement.
- 3 The key issued at the time of taking on the allotment will open all of the gate locks and the toilet lock. Please lock the gates as it's the allotment holders' responsible for the security of the site at all times.
- 4 The Council accepts no responsibility for injury to any tenants while on the allotment site.
- 5 The Tenant will be responsible for providing their own insurance to cover loss or damage to personal property i.e. shed or tools including personal accidents on their allotment plot.
- 6 The Tenant shall permit council employees to enter onto the allotment plot for the purpose of inspecting or maintaining at any time.
- 7 The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment plot, or deposit any refuse upon, or otherwise obstruct any areas set out by the Council for the use of the occupiers of the allotment gardens.
- 8 Tenants considered not to be working their plot will receive an initial letter advising them that improvement is necessary and giving a deadline for improvement. If the council deems that no significant improvement has been made in that period, the tenancy will be terminated.
- 9 Allotment holders who voluntarily vacate their plot will be expected to leave it in a clean and tidy condition. The Council will invoice the plot holder for any work incurred to enable the plot to be re-let.
- 10 The Parish Council reserves the right to decide on the overall management and maintenance of the site without prior consultation or agreement of the allotment holders.
- 11 Allotment holders vacating allotments during any financial year will, only in exceptional circumstances and at the discretion of the Parish Council's Recreation and Environment Committee, receive a refund (pro-rata) of the fees paid for the year. Any allotment holders whose agreement is terminated by the Parish Council will **NOT** be eligible for a refund and must leave their plot clear and tidy so it can be re let.
- 12 Allotment plots must at all times be kept in a good, tidy condition and in a proper state of cultivation. If plots are not being worked, or there is a breach of the agreement, the Parish Council reserves the right to terminate the tenancy, and the decision of the Parish Council will be final. Any allotment holder whose agreement is terminated and does not remove all belongings and rubbish, will be invoiced for any work incurred to enable the plot to be re-let.

- 13 The Tenant shall keep the allotment plot paths and paths surroundings, and immediately adjoining, their allotment plot clean, safe, kept free from weeds and long grass.
- 14 The Tenant shall maintain in good order fences around their allotment plot.
- 15 Cars should only be parked in the designated car parks. The Council accepts **NO RESPONSIBILITY WHATSOEVER** for damage to individuals or their vehicles using any part of the allotment site. The three parallel tracks adjacent to the allotments may only be used for loading and unloading, but must be kept clear for emergencies and Council vehicles at all times. i.e.: **NO PARKING.**
- 16 The use of a hose pipe attached to the standpipe is only permitted to fill your water butt or similar receptacle. You must NOT water your plot directly from the standpipe either by hose or by an irrigation system.
- 17 No bonfires may be lit at the allotment site during June, July and August. Small controlled bonfires **OF ALLOTMENT WASTE ONLY** may be lit at other times, but must not be left unattended or cause a nuisance to local properties. The Council reserves the right to carry out controlled bonfires at any time of the year. The lighting of bonfires may impact on local residents, so allotment holders must take note of wind direction and avoid lighting fires when the wind blows towards Moorgreen Road. Allotment waste must not be left on pathways or anywhere off their own plot.
- 18 Allotments are **NOT** to be used for the storage or repair of any vehicles, or storage of any materials/items not relevant to allotment activity. The Parish Council reserves the right to remove such items without notice.
- 19 Sheds to be no larger than 8ft x 6ft. Other structures to i.e.: greenhouses/fences etc. must not be erected without prior consent of the Parish Council who reserve the right to refuse permission.
- 20 New tenants must start work on their plot within the first three months of their tenancy. The Parish Council reserve the right to terminate the tenancy if plot remains unworked in this initial period.
- 21 The Council accepts no responsibility whatsoever for equipment left on the site or in the huts on the site. It is recommended that allotment holders do not leave valuable equipment at the site.
- 22 Dogs are prohibited at the allotment site.
- 23 Allotment holders are required that on leaving the site they lock the allotment gates. This helps to deter vandals/thieves. Allotment holders found not to be locking the gate will be in breach of this agreement.
- 24 The Parish Council reserves the right to call a meeting of all allotment holders if necessary.
- 25 Allotment holders are required to advise the Parish Office of any change of address or telephone number during the period of this agreement.
- 26 Any matters relating to this agreement should be put in writing to the Clerk of the Parish Council.
- 27 Any sub-letting is not permitted and will be in breach of this agreement and your contract will be terminated. This would also apply if the allotment is worked by a third party without notification to the Council.
- 28 The Tenant is responsible for the control of rabbits/rodents/moles on their allotment and to ensure that their plot is secure. The Tenant must notify the Parish Council if they feel that there is a necessity to seek professional help to clear the area of these pests.
- 29 When skips are provided by the council NO green waste is to be put in the skip. Tenants should compost their green waste on their plot.
- 30 The Parish Council are not responsible for damage of any plants or property that is not on the holders rented plot.

- 31 The Tenant shall use his/her allotment plot wholly or mainly for the production of vegetable and fruit crops for consumption by the Tenant or their family.
- 32 No carpet should be used or brought on to the plot at any time.
- 33 Allotment plots are primarily designed for recreational and hobby purposes. For this reason, individuals applying for plots will be allowed to rent no more than two plots, except at the discretion of the Council. Should there be a waiting list of potential hirers; residents of the Parish of West End will have first option from the waiting list.
- 34 No livestock to be kept on plots.
- 35 You are not allowed to remove anything from a vacant plot; including sheds, greenhouses, plants etc.
- 36 You must not bring in burn or store rubbish on site.
- 37 You must not fly tip any materials, arising's or rubbish from your allotment plot or from off site, this includes onto vacant plots, footpaths, roads and ditches.

I HAVE READ, UNDERSTOOD AND AGREE TO ABIDE BY THE ABOVE ALLOTMENT TERMS & CONDITIONS. I UNDERSTAND THAT IF I AM IN BREACH OF ANY PART OF THIS AGREEMENT, FOLLOWING TWO WARNING LETTERS AND A NOTICE TO QUIT, MY AGREEMENT WILL BE TERMINATED AND I WILL VACATE THE ALLOTMENT WITHIN SEVEN DAYS OF RECEIPT OF THE NOTICE TO QUIT.

Tenant to complete:-

Signed: **Date:**
(Tenant)

Print Name:

Tel. No: **Plot No. /s:**

E-mail address:

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