



**A meeting of the Gift of A. Burrow for Allotments Sub-Committee will be held on
Tuesday 12th March 2019 at 6:00pm at the Hayridge Centre**

Judy Morris

SIGNED: Mrs Judy Morris (Town Clerk)

DATE: 4th March 2019

Membership: Councillors: Iain Emmett, Eileen Andrews, Jordann Barge, Janet Johns, Liza Oxford-Booth & Will Jones.

PUBLIC QUESTION TIME: 15 minutes is set aside at the beginning of the meeting to enable members of the public to bring issues relevant to the Committee to the attention of Councillors. Up to 3 minutes is allowed for each question.

It may not be possible to reply and the question may only be noted. The question will be recorded and a response sent within 10 working days.

AGENDA

1. **APOLOGIES:** To receive apologies for absence.
2. **DECLARATIONS OF INTEREST UNDER THE CODE OF CONDUCT:** Members are reminded of the requirement to declare any interest, including the type of interest and reason for that interest, either at this stage of the meeting or as soon as they become aware of that interest.
3. **CHAIRMAN:** To elect a Chairman for this meeting.
4. **PUBLIC QUESTION TIME:** To receive questions from members of the public present at the meeting.
5. **MINUTES:** To approve the Minutes of the meeting held on 12 February 2019 (Appendix A)
6. **CULMPTON ALLOTMENT ASSOCIATION:** To consider any matters that the Allotment Association wish to bring to the attention of the Trustees
7. **REPORT:** To receive update with regard to an allotment shed and provision of skip.
8. **ALLOTMENT POLICY:** To receive and to approve the new Allotment Policy (Appendix B)
9. **DATE & TIME OF NEXT MEETING:** To confirm the date and time of the next meeting.

In accordance with the Public Bodies (Admission to Meetings) Act 1960, members of the public and press are very welcome to attend this meeting. Members of the public will only be permitted to speak at the beginning of the meeting during Public Question Time.



Minutes of a meeting of the Gift of A. Burrow for Allotments Sub-Committee held on Tuesday 12 February 2019 at 6.00pm at the Hayridge Centre

Present: Councillors: Eileen Andrews, Iain Emmett, & Lloyd Knight

Also Present: Nigel Middlewick (Cullompton Allotment Association) & 2 no. members of the public (Richard & Deborah Thorne)

Clerk: Maria Weston (Deputy Town Clerk)

1. **APOLOGIES:** Received and accepted from Cllr. Oxford-Booth (work)
2. **CHAIRMAN:** To elect a Chairman for the meeting.
RESOLVED: That Cllr. Lloyd Knight is elected as Chairman for the meeting.
Proposed: Cllr. Emmett **Seconded:** Cllr. Andrews
3. **DECLARATIONS OF INTEREST UNDER THE CODE OF CONDUCT:** None.
4. **PUBLIC QUESTION TIME:** To receive questions from members of the public present at the meeting.
Mrs. Thorne stated that she wished to speak about her allotment plot but that as this was already on the Agenda (Item 8) it would be preferable to discuss the matter at this point. The Committee agreed that this would be acceptable.
5. **MINUTES:** To approve the Minutes of the previous meeting held on 20 December 2018.
RESOLVED: That the Minutes of the meeting held on 20 December 2018 are approved and accepted as a true record of the meeting.
Proposed: Cllr. Emmett **Seconded:** Cllr. Knight
6. **FINANCES:** To receive Income & Expenditure report. Noted.
NOTE: Cllr. Emmett mentioned that the revenue was slightly down from last year and the Clerk stated that her belief was that this was due to:
 - Certain plot/s being offered free of rent as the plot/s require attention (due to their condition). Further, that these plots would have their fees re-instated when the new tenancy year starts in September;
 - That there may be some outstanding allotment rents outstanding.– Clerk will investigate and report back to the next meeting of the Trustees.

RESOLVED: That the Trustees accept the Income & Expenditure report.

Proposed: Cllr. Emmett. **Seconded:** Cllr. Andrews.

7. **CULLOMPTON ALLOTMENT ASSOCIATION:** To consider any matters that the Allotment Association wish to bring to the attention of the Trustees.

Mr. Middlewick stated that he had no specific questions but may wish to comment at Agenda item 8.

8. **REPORT:** To receive update with regard to an allotment shed and to consider the provision of a skip for the removal of shed contents. To agree any further action to be taken.

The Clerk distributed photographs of the allotment plot, shed & ex-shed contents and informed the Trustees of the background to this matter:

- The plot has a shed on it which had contained asbestos;
- The Trustees had resolved that the asbestos should be removed as this was considered a potential health & safety issue (and that this had now been carried out);
- That Council staff had removed the contents from inside the shed so that the asbestos removal contractors could gain access and that the contents had been placed outside (on the plot);
- That Mrs. Thorne has said that other parties have added to the pile of shed contents as it had grown considerably bigger;
- The shed was, in Mrs. Thorne's opinion, structurally unsound – there was concern that children from the neighbouring houses could be at risk if they were to climb on the roof of the shed as the roof timbers were rotted.

Mrs. Thorne then addressed the Trustees, re-iterating the points as above and adding that:

- She would take no responsibility for the rubbish on her plot or the shed itself;
- She had taken the plot on in good faith;
- There are nails sticking out of the shed;
- The roof of the shed is lifting and doesn't hold water;
- Someone had been using the shed as a toilet.

Cllr. Emmett asked Mr. Middlewick for his comments. Mr. Middlewick's view was that the shed had been on the plot for a long time and had been during several Allotment holder's tenures. Further, that whilst he understood the difficulties, other Allotment holders had previously had to remove their own sheds.

Cllr. Andrews expressed her opinion that the Council (as Trustees), should ensure that when an allotment holder vacates their plot, that the plot is left in a clean & tidy state. General discussion ensued about the Allotment policy and the need and regularity of inspections. The Clerk informed the Committee that a review of the Allotment policy would be added to the next meeting's agenda and asked if the Trustees could consider (before the next meeting) what they would like to be included in the policy.

RESOLVED: That the Council (as Trustees for the Gift of A. Burrows Allotment site) arranges for:

- the shed on plot 16A to be dismantled and that this, together with the ex-shed contents/rubbish on said plot to be removed as soon as possible via a skip;

- the Councils Maintenance Supervisor to determine, using his experience & best judgement, both the size of skip that is required and location of the skip;
- Other allotment holders to be contacted and invited to fill any remaining space in the skip should there be scope for this *

NOTE: * The size of the skip that is hired should be sufficient to remove the shed and its contents (currently on plot 16A). However, it was agreed that it would be acceptable to secure a larger skip to accommodate other plot holders rubbish should this be required. (Mr. Middlewick will ask his fellow Allotment Association members and Council staff will contact any additional plot holders)

9. **INSPECTIONS:** To agree a date to carry out an inspection of the Tiverton Road Allotment site.

RESOLVED: That the Trustees of the Gift of A. Burrows for allotments are happy to carry out an inspection of the Tiverton Road Allotment site and that this will take place on **Wednesday 10th April 2019 at 10:00am**. **Proposed:** Cllr. Knight **Seconded:** Cllr. Emmett

NOTE: Attendees to meet at the entrance to the Allotments.

10. **DATE & TIME OF NEXT MEETING:** Agreed as Tuesday 12 March 2019 at 6:00pm at the Hayridge Centre.

With no further business, the Chair thanked attendees and closed the meeting at 6:40pm

It is certified these Minutes are a true and accurate record of the meeting:

Signed:.....

Name:.....

Date:.....



CULLOMPTON TOWN COUNCIL ALLOTMENT POLICY

1. INTRODUCTION

Cullompton Town Council has a statutory duty to provide allotments to improve people's quality of life by promoting healthy food, exercise and community.

2. OUR AIM

It is the aim of the Council to provide allotment allotments of an acceptable standard to enable individuals to improve their quality of life, health and diet, by growing their own food and providing a place to relax at a reasonable cost.

3. OBJECTIVE

The primary objectives are to manage and administer allotment sites in convenient locations to serve the community within the Council's Parish boundaries. This means ensuring that allotment allotments are kept in reasonable condition and Tenants are treated equally and fairly under the terms and conditions of their tenancy agreement.

4. RESOURCES

As the service is primarily for individuals rather than the benefit of the whole community the Council will keep any subsidy to a reasonable level.

The Council is responsible for the following allotment sites:

- Tiverton Road (Burrow Field): Registered Charity of which the Council is the sole trustee (Gift of A Burrow for Allotments) – 31 full size Allotments (currently split into 52 full and half-size allotments).
- Top Field: owned by the Council – 14 full size allotments (currently split into 17 full and half-size allotments).
- Hayman's Close – leased from Mid Devon District Council – 5 allotments (currently split into 6 full and half-size allotments).

5. APPLYING FOR AN ALLOTMENT

All applicants are to complete an application form. When this form is received by the Council the applicant's name will be added to the waiting list. All applications will be recorded in date order of receipt and where a waiting list occurs allotments will be offered to applicants in this order.

6. WAITING LIST FOR NEW APPLICANTS

The Council maintains a primary and secondary waiting list for each site. The primary waiting list is for those living in the Parish who do not already rent an allotment from the Council, this system operates on a first come, first served basis and takes priority over the secondary waiting list.

The secondary waiting list is for those who already rent an allotment from the Council and would like an additional allotment, this system operates on a first come, first served basis, but will only be considered if there is nobody on the primary waiting lists. Existing Tenants will also have to prove they are eligible for a second allotment by consistently achieving good to excellent inspection results.

Due to there being a waiting list for allotments new Tenants will generally be offered a half allotment. Tenants will not be entitled to more than one full allotment unless there is no waiting list.

Allotments are primarily for the benefit of those living within Cullompton and will only be let to Cullompton Parish residents unless there are special circumstances and then at the discretion of the Council will someone living outside the Parish be added to the secondary waiting list.

7. WHEN AN ALLOTMENT BECOMES VACANT

The Council will contact the applicant advising an allotment has become available and make arrangements for them to view it. If accepted, a tenancy agreement with an agreed starting date will be issued to the applicant for signing and returning within 14 days. A rental invoice, Health & Safety regulations leaflet and a bonfire leaflet will also be issued. Rent for tenancies commencing after the annual due date shall be pro-rata. Once this has been received by the Council, the applicant can start work on the allotment on or after the agreed start date.

8. ACCEPTING AN ALLOTMENT

If the Council does not hear from the applicant within 14 days, it will be assumed that they are no longer interested in having an allotment and their name will be taken off the waiting list. The allotment will then be offered to the next person on the waiting list.

9. DECLINING AN ALLOTMENT

If the applicant declines the offer of 3 allotments, they will go to the bottom of the waiting list.

10. SHARING AND SUB-LETTING

The tenancy agreement is with one named individual, there are no joint tenancies. Family or friends may assist the Tenant on their allotment but the tenancy will be in the name of the Tenant.

In some circumstances, assistance from other individuals may be required and in this instance the Council should be notified and the co-worker registered. To register a co-worker on the allotment the Tenant is required to put in writing the co-worker's name, address, telephone number and email address. If the co-worker has been registered for a minimum of one year and lives within the Parish then they can become the Tenant by submitting an application to the Council.

Allotments cannot be sub-let, neither all nor part of an allotment. If the Tenant wishes to give up part of their allotment, the surrendered part will be offered to the next person at the top of the waiting list and charged on a pro-rata basis.

11. PASSING THE ALLOTMENT TO A FAMILY MEMBER

A Tenant can apply to pass their allotment on to a family member at any time provided the allotment is not in a neglected condition, they live in the Parish and the Tenant has held it for a minimum of one year. Please contact the Council to arrange the transfer. The allotment cannot be passed to other individuals unless they have been registered as a co-worker for a minimum of one year.

12. RENTS

The level of rent will be reviewed annually and used to assist with the cost of running the allotment sites. Failure to make payment of rent within 60 working days may lead to eviction.

13. ENVIRONMENTAL INFORMATION

The Council will encourage Tenants to maintain their allotments in an environmentally friendly way as set out below:

- 13.1** Re-using materials and use of recycled materials.
- 13.2** Minimal use of pesticides.
- 13.3** Minimal use of artificial fertilisers.
- 13.4** Reduction in water consumption and encourage use of water butts.
- 13.5** Composting

14. MAINTENANCE

Where the Council is responsible it will maintain the infrastructure of the sites including: paths, boundary walls and fences, gates and water supplies (except where water is not provided).

Vacant allotments will be re-let as soon as possible to avoid them appearing neglected.

Tenants are responsible for clearing the allotment of general rubbish and to leave it clean and tidy.

In the event of vandalism the Council will report all incidents to the Police and repair/replace its property.

Tenants are responsible for their own property, if a Tenant's property is stolen or vandalised they are encouraged to inform the Council and report the incident to the Police.

15. TENANCY AGREEMENT

The Tenancy Agreement is between the Council and the allotment Tenant, it sets out the terms and conditions of having the allotment. This includes a recommendation that Tenants have Public Liability Insurance.

16. POWER TO INSPECT ALLOTMENT GARDENS

Any staff member or Committee member of the Council is entitled at any time to enter and inspect any allotment.

17. TERMINATION OF A TENANCY OF AN ALLOTMENT

The tenancy of an allotment will, unless otherwise agreed in writing, terminate in the following circumstances:

- 17.1** Upon the death of the Tenant. It is the responsibility of the deceased's family to apply to the Council if they wish to continue the tenancy in their own right.
- 17.2** The tenancy of an allotment may be terminated by the Council after one month's previous notice in writing: -
 - 17.2.1** If the rent or any part of it is in arrears after 60 days, whether legally demanded or not; or
 - 17.2.2** If it appears to the Council that the Tenant, not less than three months after the commencement of the tenancy, has not duly observed the Rules or any other term or condition of the tenancy.
- 17.3** The Council may also terminate the tenancy by 12 months' notice in writing in any year. The Tenant may end their tenancy by giving one month's notice in writing.
- 17.4** A letter shall be served giving 28 days' notice to comply with the Rules.
- 17.5** If the breach of tenancy has occurred due to factors other than non-cultivation, e.g. storage of materials not for use on the allotment, a warning letter shall be served giving 28 days' notice to comply with the Rules.
- 17.6** It is the Tenant's responsibility to contact the Council if they are unable for health or other reasons to maintain their allotment.

18. LIABILITIES ARISING FROM LOSS OF TENANCY

When the tenancy has terminated, the Tenant will be liable, unless it is because of death, to remove such items as remain on the allotment to enable it to be re-let to another Tenant.

If the allotment is left in a poor state of cultivation or requires the removal of materials, property or rubbish then the leaving Tenant shall be required to re-imburse the Council for reasonable costs.

19. SERVING OF NOTICES

Any notice may be served on a Tenant either personally, by email or letter at the last known place of residence.

20. HEALTH & SAFETY

Tenants must abide by any Health & Safety regulations currently in force.

21. ALLOTMENT ASSOCIATION

The Cullompton Allotment Association represents its members' interests with the Council. At the present time membership is limited solely to those with allotments on the Tiverton Road (Burrow Field) allotment site. The Council will support the setting up of associations for the other sites.

22. REPEAL OF RULES PREVIOUSLY IN FORCE

These Rules supersede any previous rules in force by the Council.

23. ADDITIONS TO POLICY

From time to time the Council may add additional Rules as are necessary to maintain the infrastructure and integrity of the allotments and management thereof.

24. GENERAL CONDITIONS OF TENANCY

The Tenant must comply with the following conditions. Failure to do so on one or more counts will result in the tenancy of all allotments held by the Tenant being terminated. The Council's decision is final.

- 24.1** The Tenant will not use the allotment for any other purpose than as an allotment.
- 24.2** The Tenant will keep the allotment clean, tidy, fertile and in a good state of cultivation. Cultivated plants should be maintained in active, healthy growth with care being taken to minimise the growth of invasive or alien species, noxious weeds and other species that are subject to legislative control.
- 24.3** Aggressive behaviour will not be tolerated. The Tenant will not cause any nuisance or annoyance to the occupier of any other allotment, any neighbour adjacent to the site, or the Council or its employees. The Tenant is to act in a reasonable manner at all times and not indulge in activities that could be deemed anti-social. Tenants are not to cause damage to other Tenants' property or crops, nor to the infrastructure of the site eg paths, fences, gates etc.
- 24.4** Bonfires may only be lit at the times as illustrated in the Bonfire leaflet.
- 24.5** The Tenant will not erect any shed on the allotment without the permission of the Council: any such structure must be of a non-permanent construction that will allow its removal at some point in the future and should not exceed 8' x 6'.
- 24.6** The Tenant must not enter any allotment, other than their own, without the permission of the relevant allotment holder, or in the case of a vacant allotment, the Council.
- 24.7** Tenants are required to notify the Council of any change of address and telephone number.
- 24.8** No toxic or hazardous materials should be stored without the permission of the Council, and where such permission is given it remains the Tenant's responsibility to ensure such materials are stored safely and securely. Any pesticides must comply with current legislation regarding their use and storage. The storing of material other than for direct and immediate use on the allotment is

prohibited. All such materials must be stored in a safe manner and not be allowed to become a hazard or nuisance to others.

- 24.9** The Tenant must not leave any tools or other equipment unattended on common pathways or other areas of the site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.
- 24.10** The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use and the Tenant acknowledges that the Council accepts no responsibility for the loss of or damage to such items however caused, nor does the Council accept any responsibility for any injury caused by such items howsoever caused.

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