

**Minutes of a Joint Meeting between the Allotment Sub-committee & representatives of the Old Marston Mill Lane Allotment Association (OMMLA) held at the Mortimer Hall at 7.30 p.m. on Monday 1<sup>st</sup> June 1998**

**Present**

For the Parish Council Mr C W Haynes (Vice-chairman) in the Chair and Mrs E.Nurse.  
An apology for absence was received from Mr Jones who was unwell. The Clerk Mr L M Garner was in attendance.  
For OMMLA Dr G.Swift (Chairman), Mr P.King, Mr W.Agent and Miss C.Westwood

OMMLA restated it's request to be permitted to manage the Allotment site as a free standing organisation from the 1st October 1998. This would require a formal agreement outlining responsibilities and allowing for it's termination. The Council would approve the Association's constitution and rules.

The Association wished allocate tenancies, collect and retain rents and pay the Council a peppercorn rent. The balance to be held and controlled by the Association. It wished to mark plots, pay the water rate, maintain paths, vacant plots and inside hedges and pay for the ploughing of the vacant plots for which Dr Swift had obtained a quotation of £300. The Association said that this could either be paid by the Council or by the Association from a possible surplus of rents collected for the current year. It did not think that a fidelity guarantee for it's Treasurer would be necessary.

OMMLA said it would draw up the rules and the tenancy agreement. The Parish Council representatives stated that these should be subject to Council approval. It would investigate whether the National Association had a preferential arrangement for public liability insurance.

The Clerk drew attention to the over-riding statutory provision of S.22 of the Allotments Act 1925 ( as amended) which restricted the use of allotments to the production by the tenant of vegetables, fruit, chickens and rabbits for his own use.

The Association suggested that it should report annually to the Parish Council and appoint a manager. The Council accepted but the gates would require replacement, the by-pass fence repaired and a noticeboard provided.

In conclusion the Chairman thanked those present for their attendance and requested the Clerk to prepare a report to the July Parish Council meeting.

**Minutes of a Meeting of the Old Marston Parish Council  
held at 7.30pm on Tuesday 2<sup>nd</sup> June 1998  
at the Mortimer Hall**

**Members Present**

Mr A T Jones (Chairman)  
Mr C W Haynes (Vice-chairman)  
Mesdames Cowell, Deam & Stone  
Messrs Batey, Drinkwater & Phipps  
The Clerk Mr L M Garner was in attendance

*Mrs A. Twiss*

**Apologies**

An apology for absence was received from Mrs Cox

**Minutes**

The minutes of the meeting held on the 5<sup>th</sup> May 1998 were amended and signed.

**Correspondence**

The following were received;  
Notice of Millennium Committee Meeting- 17<sup>th</sup> June 1998  
Oxford City Council- Proposed charges for pay & display car parks.

**Planning**

**Applications**

The following were considered;  
10/11, Cromwell Close- Erection of a new house- No comment  
Retention of mobile home at Park Farm, Edgeway Road- No comment

**Decisions**

15, Salford Road- Dormer windows- Approved  
34, Lodge Close- Extension- Approved

**Other Matters**

It was decided to draw the attention of the planning authority to car repairs at r/o 8, Jessops Close.

**Subway Mural**

Mr I. Tracey and a fellow artist presented examples of their work in support of their quotation of £3,000 for replacing the mural. Members were generally impressed with the work shown and it was resolved by seven votes to two that, in principal, the scheme should go ahead. The artists were asked whether they could arrange for an example of their work to be inspected by one or two members of Council. He presented a schedule of themes for discussion.

The Clerk would enquire whether the County Council would be prepared to provide the protective coating.

**St. Nicholas School Governor**

The Council has the right to nominate a Governor for a four year term. The Clerk's term of office had expired and he was eligible for nomination. It was decided that he should be recommended to serve for a further term.

Mrs Stone considered that the period of notice of the vacancy given to members, although the Clerk had distributed the agendas one week before the meeting, was inadequate and that efforts should be made to give a longer period on future occasions.

**Accounts**

The following accounts were passed for payment;

Mortimer Hall Playgroup- Grant (S.137)	£200.00
Dr G. Swift-Reimbursement of skip hire for allotments	£97.52
L M Garner- Salary & Expenses	£1038.82

*A.T.J*

Allotments

The Clerk reported briefly on the meeting the previous evening ( Minutes attached). One urgent matter was the question of ploughing the vacant plots for which Dr Swift had obtained a quotation from Mr D.Ward in the sum of £300. It was decided that this should be accepted. A further meeting had been arranged for the 20<sup>th</sup> June 1998

The Clerk recommended that, in view of the difficulties in preparing new allotments where cultivation had not been possible, further rents should not be collected for the current year. This was accepted.

Recreation Ground

A reply was received from the City Council concerning the Council's request that Developer's contributions should be used to fund clearance of the western end of the Mill Lane recreation area. It suggested that the provision of a seat or other amenity would be appropriate. This recommendation was not accepted due to current levels of vandalism in that area.

It was noted that the grass on the verge of the access track to the Victoria Arms had been cut just before wild flowers had seeded. The Clerk was asked to write to the Preservation Trust to request later cutting.

Between meetings the Chairman had authorised the Scouts to hold a fete at the rear of the Mortimer Hall on the 7<sup>th</sup> June 1998.

The Clerk was asked to write to the city to request that the footpath between Boult's Lane and Horseman Close should be resurfaced. It is a primary route for school children.

The Clerk was asked to order the new seat to be placed on the Mortimer Hall Recreation Ground adjoining the Mortimer Hall fence.

Other Matters

The Chairman welcomed Mr J A Critchley, the successful candidate at the recent City Council elections. He said that he was pursuing the withdrawal of the bus service from the Arlington and Rippington Drive estates.

*Munt Jones*

7/7/98

**Minutes of a Joint Meeting between the Allotment Sub-committee & representatives of the Old Marston Mill Lane Allotment Association (OMMLAA) held at the Mortimer Hall at 7.30 p.m. on Monday 22<sup>nd</sup> June 1998**

**Present**

For the Parish Council Mr C W Haynes (Vice-chairman) in the Chair and Mr R.Phipps.

An apology for absence was received from Mr Jones and Mrs Nurse. The Clerk Mr L M Garner was in attendance.

For OMMLAA Dr G.Swift (Chairman), Mr P.King, Mr W.Agent and Miss C.Westwood

Drafts of the Agreement, Tenancy Agreement and Constitution of the Association were discussed. Most matters were agreed and recommended to the Council. (NB. Some consequential and textural amendments have since been made and revised draft has been circulated to members for comment.)

Two items recommended by the Clerk which were not accepted should be the subject of a formal Council decision. These were the District Auditor's recommendation as public money is involved, the Association's Treasurer should be the subject of a fidelity bond. The second matter was the fate of money held by the Association in excess of anticipated requirements. The Clerk's suggestion that funds in hand at the close of the Association's accounts each year in excess of the rents collected that year should be remitted to the Council.

*Draft*

AGREEMENT

1. This agreement is made between the Old Marston Parish Council (the Council) and the Old Marston Mill Lane Allotment Association (the Association) constituted in accordance with its rules of constitution to transfer day to day management of the Mill Lane Allotment site (the Allotment) to the Association constituted in accordance with the following provisions.

This Agreement to come into effect on the 1<sup>st</sup> October 1998 for a trial period of five years subject to annual renewal thereafter.

2. The Association agrees to:
- a. To pay the rent of five pounds on the 1<sup>st</sup> October each year
  - b. Mark out plots
  - c. Arrange tenancies on such terms as shall be approved by the Council. Preference being given to residents of the Parish of Old Marston
  - d. Ensure that any tenant wishing to gain access to the site across Wards Site does so with the express consent of the owner
  - e. Ensure that plots are maintained in accordance with the tenancy agreement
  - f. Maintain the vacant plots in good order by mowing or flailing as necessary
  - g. Cut the inside of the hedges as necessary
  - h. Maintain the access tracks
  - i. Maintain and pay for the water supply
  - j. Maintain an insurance against third party liability paid by the Association
  - k. Ensure that all actions carried out by members of the Association are carried out in accordance with current Health & Safety requirements
  - l. Erect no building or structure without the Council's consent
3. The Association Treasurer shall
- a. Be responsible for maintaining control of the Association's finances
  - b. Ensure that rents are collected promptly
  - c. Ensure that creditors are promptly paid
  - d. Maintain an up to date income & expenditure account
  - e. Make all records available to the Parish Council subject to reasonable notice
  - f. Ensure that the Association's commitments do not exceed the money available and ensure that no monies are lent or borrowed nor long term commitments entered into
  - g. Bank all monies collected promptly and intact
  - h. Ensure that all payments made are reported to the Committee at a properly constituted meeting
  - i. Prepare an annual report and statement of accounts for each year ending 30<sup>th</sup> September
  - j. Arrange for the accounts to be audited
  - k. Submit the report and audited accounts to the Council by not later than 31<sup>st</sup> December following closure of the accounts
  - l. On termination of this Agreement to remit the balance of the

