

**Minutes of a Meeting of the Old Marston Parish Council
held at 7.30pm on Tuesday 7th July 1998
at the Mortimer Hall**

Members Present

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

Minutes

The minutes of the meeting held on the 2nd June 1998 were confirmed and signed

Matters Arising

The Clerk reported that the written submissions, to the draft agreements etc., from the Allotment Association had not been received for circulation with the agenda. A copy of comments to the Agreement was handed to the Chairman but as there had been no opportunity to consider the items it was decided that the matter should be deferred to a further meeting of the Allotment Sub-committee.

Mr Critchley had received a response from the City Engineer to his request for resurfacing the footpath from Boults Lane to Horseman Close. This appeared not to address the problem and was at variance with the letter received by the Clerk. It was decided to ask for a site meeting.

Mr Bartleet said that £930,000 had been granted to the County Council, by the Government, for the purpose of improving rural bus services. A service for Old Marston would not qualify unless a service to a rural area came through Old Marston in which case it could be used by residents. Any suggested routes should be passed to the Clerk.

Correspondence

Information on crime prevention relevant to the anti-social behaviour in the Parkway area was received from the local Police. This was being used as the basis for the proposal to gate and lock the alleyway between Lodge Close and Parkway.

Mr D. Nicholls had arranged a meeting in the Church Hall on the 13th July 1998 to discuss the problems. Mr Haynes agreed to represent the Council.

Wadworth Ltd, the leasees of the Victoria Arms agreed that the first cut of grass under it's control could be deferred to permit wild flowers to seed but asked that the Licensee should be reminded of this each year. (Would Members please note?)

The Annual Report and Accounts of the Village Hall Management Committee were received.

The appointment of the Clerk as a Governor of St. Nicholas First School for a period to 31st August 2001 was confirmed.

Planning

Applications

The following applications were considered;

38, Oxford Road- Conservation area and planning consent for the demolition of a garage and shed and reconstruction. The Clerk was asked to protest that the demolition work had been completed before the consultation period had expired and no consent granted.

R/o 1, Beechey Avenue- Consent for the erection of a bungalow on this back-land site was granted some years ago. This application is for a variation to increase the height of the roof; because of the location any increase beyond what is required to comply with building regulations should not be granted.

ATJ

The proposed increase in the size of the roof space together with a roof light could be intended for another purpose.

adj.23, Mill Lane- New dwelling- Concern over parking arrangements

8, Boult's Lane- Protective screen to stained glass window- No comment

26, Arlington Drive- Incorporation of garage into dwelling- No objection subject to adequate parking arrangements

16, Gordon Close- Large extension, No plans received, No objection

Decision

The application for the retention of prefab buildings at Marston Middle School had been approved

Other Matters

A notice of change to the 13c bus service was received. Mrs Deam agreed to examine the proposal.

Accounts

The following accounts were passed for payment;

		£
I.Ward	Ploughing allotments	450.00
Public Works Loans Board	Loan repayment	320.52
Oxfordshire Association of Local Councils	Subscription & Review copy	416.30
M.P.Security	Repair to pavilion alarm	27.03
Thames Water	Allotments	13.67

Audit Report

The Clerk read the Auditor's report for 1996/7 which drew attention to two minor omissions on the Annual Statement which had been corrected. The statement that the Accounts had not been adopted by Council was not accepted in view of the Minute of the 13th May 1997.

Allotments

The Clerk reported that catalogues showed the cost of a notice board for the Allotments of about £500 excluding erection. He said he would enquire whether a simpler version could be provided locally at less cost.

Recreation Ground

A proposal that a seat be provided in memory of Mr Norman Jones, accompanied by a cheque for £200 towards the cost was received from Marston Saints F.C.. It was agreed that the proposal should be adopted as a joint tribute with the Parish Council.

The Clerk was instructed to have a dead tree felled on the Boult's Lane Recreation Ground.

A quotation in the sum of £1826 for work to the Boult's Lane changing room was received. The Clerk was asked to discuss this with the Marston Saints Football Club. It was decided to order a replacement litter bin for the Oxford Road Recreation Ground.

The City Works quotation to replace the damaged seat adjacent to the Mortimer Hall at a cost of £545.55 was accepted.

Highways

Proposals for changes to 30mph speed limit areas were received which did not include the extension of the limit area in Elsfeld Road. It was decided to press for this.

The list of suggested themes for the underpass mural were considered. The Clerk was asked to contact the artist for samples of the calm country scene and the jungle theme. The Clerk would submit an application for a grant towards the cost from the Trust for Oxfordshire Environment Ltd.

Following potholes were to be reported, Lewell Avenue, Raymund Road and the footpath on the south side of Windsor Crescent.

There will be no meeting in August.

Alvin T. Jones
1 Sep 1998

**Minutes of a Joint Meeting between the Allotment Sub-committee
and Representatives of the Old Marston Mill Lane Allotment
Association (OMMLAA) held at the Church Hall at 7.30p.m. on 14th
July 1998**

Present

For the Parish Council Mr C W Haynes (Vice-chairman) in the chair and
Mrs E. Nurse

For OMMLAA Dr G. Swift (Chairman), Mr P. King and Mr W. Agent. Miss Westwood
left the meeting before it commenced feeling unwell.

Also present were Mr J. Batey, Ms. A. Bradley, Mrs H. A. Rugg and Mr T. Cann

The Minutes of the meetings of the 1st and 22nd June 1998 were not signed

In preliminary discussions relationships between the Council and the Mortimer Hall
Management Committee and the Marston Saints were explained and details of the
Court Place Farm Allotment Association's relationship with its landlords were given.

Various drafts of the Constitution of the Association and the agreement with the
Parish Council were considered and the attached versions are recommended to the
Council. The terms of the tenancy agreement, having previously been agreed by the
Association were subject only to minor amendment. Copies attached. Mr King's offer
to make a notice-board was accepted subject to costings.

Clerk's Comments

The District Auditor's suggestion that the Association's Treasurer should be the
subject of a Fidelity Bond was, because of the small amount of money involved not
incorporated in the agreement. This decision should be the subject of a Parish Council
resolution.

AGREEMENT

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

This Agreement to come into effect on the 1st 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 1st 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. Pay for the water supply and maintain services above ground
 - 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
 - m. Present an Annual report and audited accounts to the Parish Council by 15th December each year. The first report being due by 15th December 1999
 - n. Any proposed amendment of the Constitution of the Rules to be approved by the Old Marston Parish Council before implementation

3. The Association Treasurer shall
 - a. Be responsible for maintaining control of the Association's finances
 - b. Ensure that rents are collected promptly, in accordance with the Tenancy Agreement
 - 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 30th September
 - j. Arrange for the accounts to be audited
 - k. On termination of this Agreement to remit the balance of the relevant Association's funds to the Parish Council.

4. The Council agrees to:
 - a. Replace the gates
 - b. Repair the A40 fence and plant quicks in the gap

- c. Plough and harrow the vacant plots once in 1998
- d. Undertake further hedge cutting not carried out by the Association. The A40 hedge to be maintained at a height of ten feet approximately. The Mill Lane hedge at a height of six feet approximately

5. Termination of this Agreement:

- a. In the event of the Association failing to conform to the terms of this Agreement then, following a Parish Council meeting at which members of the Committee of the Association may speak, the Council, after the expiry of one month's notice given in writing to the Secretary of the Association may:
 - (i) Take such action as may be necessary to remedy the breach of the conditions which remain at the expiry of the notice, or
 - (ii) After the expiry of three month's notice given in writing to the Secretary of the Association, terminate this agreement whereupon management shall be carried out by the Council
- b. The Council before resolving to require any part of the land, the subject of this agreement, for any purpose other than allotments or to determine this Agreement other than for non-compliance with the terms of this Agreement it shall first hold a Parish meeting. If the Council then decides that the Agreement shall be terminated it shall give notice to the Association and the tenants in accordance with the Allotment Acts.
- c. The Association may terminate this Agreement at any time giving three months notice to the Council. All records to be surrendered to the Council.

Signed on behalf of the Association by it's Chairman and Secretary being duly authorised by a General Meeting of the Association

..... Chairman Date

..... Secretary Date

Signed on behalf of the Council by the Chairman and Vice-chairman being duly authorised by the Council

..... Chairman Date

..... Vice-chairman Date

Countersigned

..... Clerk Date

RULES OF CONSTITUTION

Name

The name of the association will be **Old Marston Mill Lane Allotments Association (OMMLAA)**.

Objectives of the Association:

- 1 To promote the interests of all members in allotment gardening activities and to take joint action for the benefit of the members.
- 2 To conduct negotiations with the Parish Council for the use of the Mill Lane Allotment Site.
- 3 To take action to protect members' interests against damage, trespass and theft.
- 4 To obtain a supply of seeds, fertilisers, tools and other horticultural equipment on behalf of members.
- 5 To arrange lectures, film shows, demonstrations, competitions and other social events.
- 6 To co-operate with other gardening associations in matters of mutual interest.

Membership

The Association shall consist of current rent paying tenants of the Mill Lane allotments, together with other persons whose applications for membership are approved by the Committee. Such additional members may, at the discretion of the Committee, be charged a membership fee but shall not have voting rights.

Subscriptions

Every member shall pay on entry into the Association an annual subscription (negotiable annually).

Arrears

Any member who is three months in arrears with his subscription shall be held to have ceased to be a member, unless explanation in writing is given to the Committee of extenuating circumstances.

Officers

The Officers of OMMLAA shall be a Chairman, a Secretary and a Treasurer. They shall be elected at each Annual General Meeting. Retiring Officers shall be eligible for re-election. They shall be ex-officio members of the Committee.

Committee

The affairs of OMMLAA shall be conducted by a Manager responsible to a Committee of Management of not less than seven members. The Committee shall retire at the Annual General Meeting but shall be eligible for re-election. Casual vacancies shall be filled by the Committee and the members so appointed shall hold office until the next Annual General Meeting. A quorum shall be five members.

General Meetings

The Annual General Meeting shall be held between 31 October and 15 December, seven voting members shall form a quorum. At the meeting the audited accounts and Secretary's Report shall be submitted and the Officers and Committee for the ensuing year shall be elected. Special General Meetings shall be called upon the requisition in writing to the Secretary of at least seven voting members. No party-political or sectarian discussions shall be raised or resolution proposed at either Committee or General Meeting. The Parish Council shall be notified of AGMs and any Special General Meetings and may send a member to observe the meeting. The period of notice for an AGM and SGM shall be 30 days.

Bank Account

The Committee shall open Bank or Building Society Accounts as required in the name of OMMLAA and all monies received from any source on behalf of OMMLAA shall be paid into such accounts. Cheques shall be signed by two out of three signatories. A separate account shall be maintained for the OMMLAA membership account. Any balance on this account shall be the property of members.

Auditors

An auditor shall be appointed who is not a member of the Committee, to audit the accounts and report to the Committee thereon.

OLD MARSTON MILL LANE ALLOTMENT ASSOCIATION

MILL LANE ALLOTMENTS

TENANCY AGREEMENT

The Old Marston Mill Lane Allotment Association, which manages the site on behalf of the Old Marston Parish Council by this agreement lets the Allotment detailed below to the tenant who signs to accept the following conditions:

- 1 To pay the rent to the Treasurer at his/her address, one quarter's rent becoming due on the first day of October, January, April and July.
2 If the rent remains unpaid one month after the due date and after a request for payment within seven days has been posted to the tenant's last address, the tenancy shall be deemed to have ended.
3 Should the Association or the Council give notice to quit the provisions of the Allotments Acts shall apply. Tenants wishing to terminate their tenancy shall give three months' notice to the Secretary of the Association.
4 The use of the plot shall be in accordance with the provisions of the Allotments Acts, a copy of which may be seen by arrangement with the Secretary.
5 The tenant shall maintain the plot and cause no annoyance to neighbours. Trees shall not be permitted to exceed 3.5 metres in height. A dispensation has been granted in respect of trees in existence on 1 October 1998.
6 Bonfires must be attended until extinguished. Only vegetable matter may be burnt on site. Smoke must not carry towards nearby dwellings or the A40, nor cause annoyance to other allottees. Regard must be had to Health and Safety requirements.
7 Without the written consent from OMMLAA, the tenant shall erect no building or structure nor permit any rubbish or article to be placed on the site except compost in a properly constructed enclosure for which materials of reasonable condition must be used.
8 The use of unattended hoses and sprinklers is prohibited unless approved in writing by the Committee.
9 The tenant will co-operate with the Allotment Association which will oversee the general condition of the allocated area and will assist in the cutting of paths and hedges. Failure to do this will be deemed a breach of this Agreement.
10 At the end of the tenancy the tenant shall leave the allotment clean and tidy, the reasonable cost of any remedial work being charged to him/her.
11 The use of an access from or via Mr Ward's Site must be with his consent and must be to an allotment, not as a footpath to another place. There shall be no direct access to or from the A40.

Plot no Annual rent

Name and Address of Tenant

.....
.....

Signature of Tenant

.....

Date

Signed on behalf of OMMLAA

..... (Manager)

Date