

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 1st 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 2nd 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. Twinn

Apologies

An apology for absence was received from Mrs Cox

Minutes

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

Correspondence

The following were received;
Notice of Millennium Committee Meeting- 17th 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 20th 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 7th June 1998.

The Clerk was asked to write to the city to request that the footpath between Boults 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 22nd 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.

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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 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. 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 30th September
 - j. Arrange for the accounts to be audited
 - k. Submit the report and audited accounts to the Council by not later than 31st December following closure of the accounts
 - l. On termination of this Agreement to remit the balance of the

Draft

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 to 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 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
 - (iii) 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 public 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
 - b. The Association may terminate this Agreement at any time giving three months notice to the Clerk to the Council. All records to be surrendered to the Clerk.

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

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OLD MARSTON MILL LANE ALLOTMENTS ASSOCIATION

RULES OF CONSTITUTION

Name

The name of the Association will be Old Marston Mill Lane Allotment Association (OMMLAA)

The objectives of the Association shall be

- 1 To promote the interests of all members in allotment activities and to take joint action for the benefits of it's 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 for sale to members at not less than cost. A separate account to be maintained, any balance being the property of the voting members
- 5 To arrange lectures, film shows demonstrations, competitions and other social events
- 6 To co-operate with other allotment and gardening associations in matters of mutual interest

The Association shall consist of rent paying tenants of the Mill Lane allotments, from time to time, 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.

Members of OMMLAA may be encouraged to join the National Association of Allotment and Leisure Gardeners Ltd. The affiliation fee may be paid with the Allotment rent.

Arrears. Any member who has not paid his rent within two months of the demand shall be deemed to be in arrears and his tenancy will be deemed to have ended unless an explanation, of extenuating circumstances is accepted by the Committee.

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

Committee. The Committee may appoint a manager who may be authorised by the Committee to carry out it's instructions. A Committee of management of not more than seven members shall be appointed at each Annual General Meeting. A quorum shall be four members. Retiring members shall be eligible for re-election. Casual vacancies shall be filled by the Committee and up to two additional members may be co-opted, these members shall serve until the next Annual General Meeting.

General Meetings may be held at the Committees discretion or may be demanded by a requisition in writing to the Secretary of at least seven members. The quorum at Annual General Meetings and General Meetings shall be seven voting members. One week's notice of these Meetings shall be given to the Clerk to the Parish Council which may be represented.

Bank Account. The Committee shall open Bank or Building Society accounts, as required from time to time, in the name of OMMLAA and all monies received from any source on behalf of OMMLAA shall be paid into these accounts. Cheques shall be signed by two out of three signatories, being Chairman, Secretary and Treasurer, usually the Treasurer plus one other.

Auditors. An independent Auditor shall be appointed to audit the accounts and report thereon to the Annual General Meeting.

General. Any proposed amendment of these rules to be approved by the Old Marston Parish Council before implementation. Any dispute arising from these rules shall be referred, in writing, to the Parish Council who, on hearing the interested parties, shall make a decision which shall be final.

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 tenants 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 the 1st October 1998
- 6 Bonfires must be attended until extinguished. Only vegetable matter may be burnt on site. Smoke must not carry towards nearby dwellings and the A40, nor cause annoyance to other allottees. Regard must be had to Health and Safety requirements
- 7 Without the express 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 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

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Signature of Tenant

.....

Date

.....

Signed on behalf of OMMLAA

.....Manager

Date

De/r

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