

MINUTES of ALLOTMENT COMMITTEE meeting held 13 November 2019 at Euxton PC Community Centre, Euxton.

Present: Cllrs P Fellows A Oddy A Riggott
C Jones (Chair) K Reed S Walker
E Jones D Rigg

Officers: D Platt, A Mayoh

Residents: 0

1. Apologies Cllrs P Preston, H Tune, M Wilmot.

Public participation – none present.

2. Minutes of the last meeting 22 July 2019

Resolved: Allotment Committee minutes of 22 July 2019 were agreed.

3. Chorley Council drafted lease

a) Consider the Solicitor's report

Members worked through the report, item by item.

For the benefit of reference, page numbers are used from the Solicitors response, and reference titles if used.

Members felt that the CBC lease was written as a 'property' lease rather than for land or specifically allotment land, and this caused confusion.

- i. Page 2 highlighted that the lease was outside the 1954 Act: Members were satisfied this discussion was concluded.
- ii. Page 4, parking and access: Members noted the highlighted items. The Clerk will request a plan from the adjoining land (Rowland Homes) of where the services are located. Clerk
- iii. Page 5, nuisance: Highlighted were queries regarding types of nuisances and members required more information from CBC on what they specify in other tenancy agreements or, to list what they class as nuisance so the lease does not preclude licensees from using, for example, rotivators, weed killer and for other maintenance works such as tree cutting with chain saws, ditch clearance with a digger, to be carried out. Clerk to write to CBC for clarification or a rewrite on clause 4.11 from the lease, with the effect as not to prevent 'normal allotment items or site maintenance' to be carried out. Clerk/CBC
- iv. Page 8, right to inspection: this was very 'building' orientated and caused confusion, especially at Solicitor point 5 which, when referring back to the lease made more sense. Clerk to ask the Solicitor to suggest word changes to clause 4.7 from the lease, to make it less 'property' referenced, so the Clerk can then suggest them to CBC. Clerk/Solicitor
- v. Page 9, right to inspection: Members accepted that it may be a requirement for 'services' to be repaired and that notice was required, unless it was an emergency, and this was referenced in the start of the clause 4.7 from the lease.
- vi. Page 15, rights excepted and reserved: Clerk to Clarify at point 4 that this 'does not apply while you are in occupation'. Clerk

- vii. Page 16, dispute as to rights: Members raised that, how could CBC decide on a dispute arising with an adjoining premises and, if this should not have 'independent arbitration, whose decision would be binding'. Clerk to ask Solicitor to draft a replacement clause 6.2 from the lease to reflect the Council's suggested change.
- viii. The question concerning fees. Cllr Oddy will expand on the question to enable the Solicitor to answer more fully.

Clerk/
SolicitorCllrAO/
Solicitor

- b) Consider the next steps for this Committee

Members were happy to raise all these points, above, with the Solicitor and CBC and awaiting the response.

- c) Make a recommendation to Full Council on the lease, considering the legal advice discussion, on whether to proceed/or not

Members will submit an update to the next full council meeting that the Committee is continuing to secure a lease on the allotment land for the Council, as per its TORs second objective.

4. Updates on any progresses since the last meeting

The trees had been trimmed and a license from CBC obtained to maintain the ditches whether that be by hand or mechanical digger. The Rowland site manager confirmed that the UU drain line was over 6 metres below the surface and they had taken over it 30t machinery.

A number of expressions of interest had been received but not more than plots available.

5. License documents proposal: Addition to draft licence to cover United Utilities access to area for drain maintenance should it be required

Members discussed adding a clause to the license for the plot holders which indicated, if there was emergency/major works required to services below the site eg. UU main drain, then their license would be suspended for this work, no compensation would be granted. Cllr CJ will draft clause to be agreed at a future meeting.

CllrCJ

6. Progress the Architect design stage, consider the quotations received

Five recommended Architect firms were approached with the brief, two were returned. Members were presented with two design and costing.

Resolved: Members agreed on the CASS Associates quotation for £3,400 + vat.

7. Other items this Committee can discuss and/or take forward

The Terms of Reference (TORs) were discussed. Clerk will draft a section, to be added, with reference to the Project Manager role and responsibilities on behalf of the Committee. This will be agreed at a future meeting.

Clerk

8. Precept/budget request and/or CIL reserves request

Members discussed at length. Until the Architect design and outline costings have been received it is difficult to be accurate on a project cost. It was considered that CIL monies were ideal for this project and, as the balance is quite high and estimated to rise further in the short term the decision to request a high CIL allocation was recommended.

Resolved: Members agreed to request at the Precept meeting the following:

- Budget 4250 allocated last year of £7,500 to be carried forward
- CIL ring-fence request of £150,000
- S106 'developer funds' are a fixed amount and when received will be allocated in to the budget, circa £10,000 (this is outside of our precepting)
- Precept request £15,000
- Total project budget request to be £182,500

9. Dates for forthcoming meetings

A meeting will be called when more information is available.

The Chairman declared the meeting over.

9.25