

EUXTON PARISH COUNCIL



Meeting: Allotment Committee Meeting

Hosted virtually via Zoom Meeting ID: 872 3280 2987 Passcode: 409591

<https://us02web.zoom.us/j/87232802987?pwd=TmFaSmgsUINcExmakMvUDFpaIR6dz09>

Thursday, 27th May 2021 at 7.00 pm

A G E N D A

1. Election of Committee Chair
2. Election of Committee Vice Chair
3. Confirmation of Project Manager Cllr Eric Jones – for continuity
4. Apologies
5. Declarations of interest
6. Public participation
7. Minutes of the last meeting held on 22 April 2021
8. Verbal update progress with Chorley Council lease and s106 agreement process
9. The license agreement – finalise the latest draft attached
10. Allotment policy – consider 2 new paragraphs, finalise the latest draft attached
11. Cost per plot – discuss and set
12. Allotment package from Edge Systems – consider the package and decide
13. Plot allocation – process and timings
14. Open day – plan, date and timings
15. Project Plan attached
16. Any other items which need attention or research
17. Date for next meeting

Allotment Committee

1	Chris Jones
2	Eric Jones
3	Patricia Fellows
4	Andy Oddy
5	John Matson
6	Katrina Reed
7	Dez Rigg
8	Helen Tune
9	Steve Walker
10	Neil Hall

D. Platt

CLERK

Published: 13/05/21

Euxton Parish Council Allotment Licence Agreement

1. The licensee shall pay the rent in advance on the 6th April annually and without deduction to Euxton Parish Council (EPC) which is the Allotment Authority. Any rent refund is at the discretion of EPC.
2. The licensee agrees to conform to the conditions and obligations set out in this licence agreement and the EPC Allotment Policy.
3. The licensee shall not use the allotment for any purpose other than the cultivation as an allotment garden and shall keep the allotment free from weeds and in a state of good cultivation. Failure to satisfy this requirement may result in the issuing of a rectification warning in accordance with the EPC Allotment Policy notwithstanding a request to forfeit the allotment plot should no improvement occur.
4. The licensee shall not cause any nuisance or annoyance to the occupier of any other allotment or residents surrounding the allotments or obstruct any paths set out by EPC for the use of the occupiers of the allotments.
5. The licensee shall personally occupy the allotment and shall not under-let, assign, or part with the possession of the allotment or any part of it without written consent of EPC. The licensee must not allow their name to be used as licensee when another party paying rent as a sub-licensee is using it.
6. The licensee shall not occupy more than one allotment except by agreement with EPC.
7. The licensee shall not, without written consent of the EPC lop, top, or cut down any trees or take, sell, or carry away any mineral, gravel, sand, soil or turf nor make or sink any well for the purpose of obtaining water, nor cut out any gateway in the fencing nor interfere with any drains.
8. All fences on the plot must be kept in good order. Where plots share a fence it is the responsibility of the plot holders to reach an agreement on who is responsible for maintenance of the fence. Ditches and boundary fences will be maintained by EPC.
9. Livestock, rabbits, chickens or bees cannot be kept on the allotment. No other animals including dogs can be kept on the allotment.
10. No building or structure can be built on the allotment without written consent of EPC. Any building or structures which have been granted permission must comply with the following conditions.

- No structure is to be above 2 metres in height or permanently anchored.
 - Sheds must be a standard size 6ft x 4ft with no window and painted either brown or green. The specification of the shed and supplier will be provided by EPC.
 - A standard base of paving slabs will be provided by EPC on each plot. This is permanent and must remain in place even if the allotment is vacated and the shed removed.
 - Greenhouses will be to a standard 10ft X 8ft. The specification of the greenhouse and supplier will be provided by EPC.
 - Allotment holders will not be allowed to supply and erect their own shed or greenhouses at any time.
11. On termination of the licence, the licensee is responsible, at their expense, for the removal of any structure that has been erected unless arrangements have been made to transfer to the next licensee.
 12. The allotment or any part of it shall not be used for trade purposes; the licensee shall not sell or allow any other person to sell any goods, articles and produce for commercial gain from the allotment.
 13. Barbed wire or razor wire must not be used on any part of the allotment.
 14. The licensee shall not deposit, or allow other persons to deposit, on the allotment any refuse or any decaying matter, except manure and compost in such a quantity as may be reasonably required for use in cultivation, or place any matter in the hedges, ditches or dykes on the allotment field of which the allotment forms part of the adjoining land.
 15. Bonfires, incinerators or BBQs on the allotment site are not permitted.
 16. The storage of flammable liquids or gases is not permitted.
 17. No drinking, brewing or distillation of alcohol is permitted.
 18. Parking permitted only in the parking spaces provided. Allotments holders must not park on, or obstruct access to, parking spaces provided for residents.
 19. The licensee shall observe and perform any other conditions, which from time to time may be introduced by EPC.
 20. EPC Allotment Officer is entitled at any time to enter and inspect the allotment.
 21. The licensee must inform EPC of appropriate contact details and ensure the timely notification of any changes, including the change of address/telephone number.

- 22. The licensee must ensure that the allotment is left in good condition when the licence is surrendered.
- 23. Any dispute between the licensees of any allotment plot must be referred to the Allotment Officer whose decision will be final. Any dispute between a licensee (or a group of licensees) and a local resident must be referred to EPC. *(IMHO EPC cannot appoint any individual to determine the outcome of a dispute with a local resident; that will need to be EPC itself)*
- 24. If rent is in arrears for forty days (whether legally demanded or not) or if there is a breach of any of the conditions listed EPC may re-enter the allotment and take possession on one months' notice (Smallholdings and Allotment Act 1908 Section 30).
- 25. The licence may also be terminated by EPC;
 - Re-entry by EPC after three months notice in writing on account of the land being required for building, mining or any other industrial purpose or for roads or sewers.
 - Twelve calendar months in writing.
 - On death of the Licence Holder.

Name _____

Address _____

Post Code _____

Contact telephone number (landline & mobile) _____

Email _____

Plot Number _____

I accept the terms of this Allotment License Agreement.

Signed _____ Date _____

Euxton Parish Council Allotment Guidelines

These are guidelines only but EPC hope you will find them useful and try to follow their guidance.

1. Treat the surrounding residents and their property with respect.
2. Treat other plot-holders and their property with respect. Also keeping an eye out for each other will hopefully promote a community spirit and nip any problem in the bud.
3. Try to maintain your plot regularly; trying to keep on top of weeds particularly the Himalayan balsam.
4. Plot-holders with children please make them aware of any possible dangers on the allotment site, such as playing in the drainage ditches, not least the danger of losing the banking, nettles etc.
5. Please clean up and dispose responsibly any pet excrement.
6. If plot-holders are having anything delivered please let the EPC Allotment Office know. It would be useful if someone could be present to take delivery but we appreciate this is not always possible.
7. Please ensure the allotment site entrance gate is kept closed at all times.
8. Any mulch/manure left in communal areas longer than two weeks will be deemed for communal use unless a notice to the contrary is placed on it or arrangements have been made with the EPC Allotment officer.
9. Trees including fruit trees should be no taller than 2 metres. It's best to trim them in Nov/Dec, when they are in sleep mode, however plum trees are better pruned in the spring.
10. We ask that plot-holders are careful when trying to deal with pests. Animal friendly slug pellets can be obtained, they do not harm hedgehogs if they eat slugs, there will be hedgehogs within the allotment site.
11. Vermin such as rats could be a problem; permission must be obtained from the Allotment officer before any action is taken.
12. It is the responsibility of plot holders to report problems which they feel should be known by the Council ie, the sight of invasive weeds, or rule-breaking, sight of vermin etc.

Euxton Parish Council Allotment Policy

1. Introduction

Euxton Parish Council (EPC) allotments provide an excellent opportunity for people to grow their own fruit, flowers and vegetables, meet new people and get plenty of fresh air and exercise.

The following information outlines the basics that an allotment holder needs to know in order to enjoy all the opportunities and benefits that our allotments offer.

2. Management of Allotments

EPC manages the allotments and is responsible for the day to day operation of the allotments. EPC is responsible for the collection of the rent, management and maintenance of the common parts of the site.

3. On Site Facilities

Apart from ensuring that access to the allotment site is safe and is accessible to all, EPC is not required to provide any further facilities for plot holders. All sites and plots are secured by fencing and gates. Any required manure must be sought by plot holders and is not provided by the Council. Water is not provided on site. Plot holders are encouraged to harvest rainwater.

4. Licence Agreement

When taking on an allotment the plot holders are taking on the responsibility for a piece of land which is entrusted to them. The licence agreement sets out what plot holders can and can't do with the plot. EPC needs to ensure that the plot holders will manage the land in an appropriate way during their time as a plot holders, and ensure that the land will be in a fit state to rent out again to another person if they decide to move on.

5. Rents

EPC decides how much the annual rent will be taking into account the cost of managing the site, local needs and any special circumstances. EPC is required to give 6 months' notice of a rent review and not more than one rent change per annum. Notification of rent review by October for implementation on 1st April of the following year. All plots are charged the same rent regardless of size and location.

6. Selection Criteria

The selection of allotment licence holders will be as follows:

1. EPC residents on Chorley Borough Council waiting list prior to 1st June 2019.
2. EPC residents from EPCs waiting list from 1st September 2019 to 31st December 2019 who currently do not have an allotment.
3. EPC residents who wish to transfer from an allotment plot elsewhere in the Borough.
4. Applicants will be chosen by drawing names using the criteria above for the first allocation of licences.
5. The allocation of specific plots will be determined by EPC.
6. Future allocations will be from EPCs waiting list.

7. Allotment Inspections

Allotments are inspected periodically by the EPC Allotment Officer to ensure that the plots are being used in accordance with the licence agreement. If a new plot holder has taken over a derelict or new plot a degree of leniency will be given to allow time to plan and cultivate the plot.

8. Council Assistance

If a Licence Holder (or holders) feel the need for some assistance from EPC's Village Caretakers or Allotment Officer then that assistance **must** be requested via the Council Clerk, preferably by email; direct approaches to EPC Caretakers/Officer must **not** be made. Depending on the nature of the assistance and time involved EPC reserves the right to charge for any assistance provided; licence holders will be advised of any charge that will be required before any request is agreed.

9. Enforcement Procedures

Licence holders who harass, intimidate, or are abusive to the Clerk to the Council, any of its employees or councillors may have their agreement terminated without notice. Harassment may take the form of verbal or electronic means (for example email, social media etc.).

If a plot is not cultivated or is allowed to become overgrown EPC will instigate enforcement procedures which may result in the plot holder's licence being terminated.

1. Plot inspection 1 – if a plot is inspected and if it is the opinion of the inspector that the plot is uncultivated and poorly maintained a 1st email or phone call will be made to the plot holder giving a reasonable amount of time to make good the plot, but not longer than 28 days.
2. Plot Inspection 2 – when the time has elapsed for the plot holder to make good the plot it will be inspected again and if the plot is in good order the enforcement procedure will be halted. If on inspection the plot is still in a poor state of cultivation and maintenance, a Notice Letter will be sent to the plot holder. The letter will again give the plot holder a reasonable period of time to make good their plot. The length of time will be no longer than 28 days.
3. Plot inspection 3 – when the period of time from the letter has elapsed for the plot holder to make good the plot another inspection will be made. If in the opinion of the inspector the plot is poorly maintained and uncultivated a notice to quit / termination will be issued, giving the plot holder 28 days to remove all their possessions from the plot and the allotment will be then re-let. There will be no reimbursement of the rent paid.
4. If a plot holder receives a 3rd 2nd stage tidy up letter within any 2 year period they will immediately be issued with a termination notice.
5. Notwithstanding the above a period of leniency will be given for extenuating circumstances.
6. The plot holder has the right to appeal in writing to EPC within 28 days from the date of the 3rd inspection/letter/report and heard by a panel of the council.

10. Respect for Others

A desire to have an allotment means that fellow plot holders have much in common. There are however some matters of social politeness to consider when taking on an allotment or, if you are an existing plot holder, when a new comer arrives.

Simple things such as playing a radio may impact negatively on a neighbouring plot holders enjoyment of their plot. Please ensure that visitors to the plot know the boundaries and if you have a dog, make sure that it is kept under control on communal areas.

Please don't let weeds, plants and grass grow across to neighbouring plots. Strimming grass and weed spraying must be done with care to eliminate drift onto a neighbour's plot.

Simply, please be sensitive to other people's cultural practises and their space.

11. Loss, theft, damage and injury.

EPC will not accept responsibility for the loss of, the theft of, or damage to plot holders' property or injury to plot holders or visitors other than on those parts of the site for which EPC is directly responsible and the loss, theft, damage or injury is attributable to negligence on the part of EPC or someone legitimately acting on its behalf.

Plot holders are advised to ensure that they are insured to cover loss, theft or damage and any claim for injury for which they may be held responsible.

Draft 4



AdvantEDGE

AdvantEDGE Allotments allows the user to manage the administration of multiple allotment sites.

Main features provided

- Management of 1 or more allotment sites
- Management of allotment holders
- A record of information relating to each allotment including:
 - Allotment number
 - Allotment size
 - Allotment unit - user definable (ie. perch, rod pole etc)
 - Allotment holder details and residency status
 - Costing information and allotment status information
 - Discount and surcharge information
 - Water rate charge
 - Key deposits
 - Date entry for the last inspection of each Allotment
- Option of retaining details of previous allotment holders
- Searching facilities
- Document templates (user defined) and mailmerge including reminder notices, invoices, allotment agreements and notices to quit etc
- Waiting list
- Various reports including a list of vacant allotments
- All documents and reports are easily exported to PDF/Word/Excel or emailed directly to recipient
- Annual renewals easily produced in a batch and can be emailed directly to holders
- Integrates with the **AdvantEDGE Finance**
 - Income transactions can be transferred to the finance module
 - Record receipts in Allotments or **AdvantEDGE Finance**
- Mapping
- Links with digital map created by Pear Technology (separately chargeable)
- Attach photographs & documents
- Future developments include Portals to allow holders to manage details and online visibility of waiting lists.





AdvantEDGE

Online Hosting (Cloud Computing) means that the software and data are held on a remote server in the cloud. **This enables access from any Windows, Apple and Android device with an internet connection.** You are always running the latest version of the software and EDGE automatically backs up your data daily at no extra cost. Also, you can optionally retrieve and store a local copy by FTP download. **Support** is included in the prices quoted.

No Capital Expenditure. Payment for the use of **AdvantEDGE** is via a leased term contract (Monthly, 1, 3 or 5 years). The pricing is for one concurrent, trained user (i.e. more than one person can use the system, but only one at a time). Additional concurrent users are charged from £108 per annum and are able to use all AvantEDGE modules subscribed to. There is no maximum number of users.

We can offer onsite or telephone training by the hour which is particularly useful for getting you started, for new members of staff and refresher training.

The software **pricing** is banded by use (e.g. total income, number of allotments etc.) and full details are available upon request.

Price for the optional web portals and Apps is an additional 20% of the annual fee.

The AdvantEDGE range

MODULE	*Prices starting from (per annum)
Admin+ (Agendas & Minutes)	£147.00
Allotments	£147.00
Asset Manager	£147.00
Epitaph (Cemeteries)	£205.00
Facilities Bookings	£123.00
Finance	£127.00
Planning	£147.00
Playgrounds	£123.00
Service Manager (Jobs & Timesheets)	£147.00

Monthly contracts are available, starting from £20 per month
*Prices correct as of January 2020, excluding VAT

Online Hosting



Cloud Computing



Secure Software and Data Centre



Personal Computers



Tablets



Smartphones

		Name	Duration	Start	Finish	28 Sep 20	5
						M	T
						W	T
						F	S
						S	M
1		Planning	61.125 day...	01/10/20 08:...	25/12/20 09...		
2	✓	Decison to proceed with planning	1 day?	01/10/20 08:00	01/10/20 17:00		
3		Request planning drawing from CASS	1 day?	02/10/20 08:00	02/10/20 17:00		
4	✓	Complile planning pack	22 days?	01/10/20 08:00	30/10/20 17:00		
5	✓	Compile planning pack	1 day?	02/11/20 09:00	03/11/20 09:00		
6	✓	Planning application granted	1 day?	24/12/20 09:00	25/12/20 09:00		
8		Tender	73.875 day...	06/01/21 09:...	16/04/21 17...		
9	✓	Request schedule of works	17.875 days?	06/01/21 09:00	28/01/21 17:00		
10	✓	Request build specification	17.875 days?	06/01/21 09:00	28/01/21 17:00		
11	✓	Request contractor drawings	17.875 days?	06/01/21 09:00	28/01/21 17:00		
12	✓	Request preliminaries information	17.875 days?	06/01/21 09:00	28/01/21 17:00		
13	✓	Identify Contractors	1 day?	12/01/21 09:00	13/01/21 09:00		
14	✓	Finalise details	1 day?	13/01/21 09:00	14/01/21 09:00		
15	✓	Issue tender documents / return	9.875 days?	01/02/21 09:00	12/02/21 17:00		
16	✓	Consider tenders	12.875 days?	15/02/21 09:00	03/03/21 17:00		
17	✓	Committee meeting	0.875 days?	11/03/21 09:00	11/03/21 17:00		
18	✓	Award contract	1 day?	16/04/21 08:00	16/04/21 17:00		
20		Construction	71.875 day...	16/04/21 09:...	26/07/21 17...		
21	✓	Mobilisation	14.875 days?	16/04/21 09:00	06/05/21 17:00		
22	✓	Preliminaries	0 days?	07/05/21 08:00	07/05/21 08:00		
23	✓	Fencing	11 days?	07/05/21 08:00	21/05/21 17:00		
24		Car park	6 days?	24/05/21 08:00	31/05/21 17:00		
25		Office pad and services	4 days?	01/06/21 08:00	04/06/21 17:00		
26		Plot groundworks	11 days?	07/06/21 08:00	21/06/21 17:00		
27		Plot fencing	11 days?	21/06/21 08:00	05/07/21 17:00		
28		Shed pad & sheds	11 days?	05/07/21 08:00	19/07/21 17:00		
29		Remove contractor equipment from site	5 days?	19/07/21 08:00	23/07/21 17:00		
30		Handover	1 day?	26/07/21 08:00	26/07/21 17:00		
32		EPC	98.875 day...	12/01/21 09:...	27/05/21 17...		
33	✓	Select ditch contractor	1 day?	12/01/21 09:00	13/01/21 09:00		
34	✓	Clear ditches	9.875 days?	05/02/21 09:00	18/02/21 17:00		
35	✓	Office and container type & size	1 day?	12/01/21 09:00	13/01/21 09:00		
36	✓	Shed specification	1 day?	12/01/21 09:00	13/01/21 09:00		
37		Confirm Plot Holders	81.875 days?	12/01/21 09:00	04/05/21 17:00		
38		Review Policy	1 day?	27/05/21 08:00	27/05/21 17:00		
39		Review Agreement	1 day?	27/05/21 08:00	27/05/21 17:00		