

Minutes of Haconby & Stainfield Parish Council Allotments Meeting
Held 23.3.16 at Hare & Hounds PH at 7.15 pm

1. **Present:** R. Dixon-Warren (Interim chair), P. Fisher (Vice chair), Cllrs: A. Williams, D. Winn, C. Campbell, B. Blackburn. B. Cruft

Others Present: B. Bradford (Parish Clerk)

Members of the Public: Miss K. Dixon-Warren, Mrs S. White, Mr. Bradford

Public Forum: Mrs S. White asked what the council's proposal was for the allotments. The chair read 4.1 of the agenda stating the council's intention at the meeting to discuss the opportunity to raise funds via some areas of the allotments to future proof the council's finances now that we are aware of the impending financial expenditure relating to the maintenance of the closed graveyard.

Mrs White wished to point out that the land that she rented was only grade 4 land and that rents amenable to this should only be charged otherwise there was a real potential to upset current tenants and possibly lose them.

R. Dixon-Warren (chair) added that D. Lister (Grazier) of 5.5 acre field known as 'Stonepit' had made improvements over the years.

B. Bradford (Parish Clerk) raised concern that a considerable amount of standing water was in 'Stonepit' field and water was overflowing from a water trough within the field at the A15 end of the field. It was agreed that Mr D. Lister, who has the Grazier contract for Stonepit Field, should have been contacted before Anglian Water was called. There was then discussion about contacting him by telephone or e-mail about the water leak. Cllr. B. Cruft proposed a letter should be sent to Mr. Lister requesting that the water leak be immediately addressed. This proposal was agreed by all and an action placed on the Parish Clerk to write a letter to Mr Lister on behalf of the Parish Council.

B. Bradford (Parish Clerk) concluded Anglian Water had been contacted due to the concern of the raised iron work over a hole on the verge outside of the Stonepit field.

Bradford (Parish Clerk) briefed the meeting on a conversation between D. Lister (Grazier) and herself about Parish shooting rights. B. Bradford clarified the shooting rights of the Parish Land had been awarded to Mr Ewer for the present time.

Re the maintenance of hedges and dykes: Cllr A. Williams commented that Tenant B. Bradford had maintained dykes as requested in the current contract.

Cllr B. Blackburn commented that Tenant A. Woolley had tried to maintain the hedges on his 11.5 acres rented from H&SPC but the contractor's equipment had failed mid cutting.

Cllr P. Fisher raised the concern over the lack of ownership documentation for the piece of land on Haconby Lane that Savills pay a very small amount of annual rent on behalf of SKDC. Cllr. Fisher proposed the Parish Clerk writes to Savills to try and find out more information.

Cllr R. Dixon-Warren (interim Chair) concluded that the 15 extra minutes taken for the Public Forum was indeed worthwhile and necessary.

2. Council agreed that the members of the Public should remain for the remainder of the Council Parish Meeting.

3. Declaration of Interest:

Cllr R. Dixon-Warren (Interim Chair) declared he is a friend of D. Lister (Grazier of Stonepit field). Cllr. B. Blackburn declared his son is a friend of Mrs S. White (Tenant) son.

4. To reach a conclusion if the following proposal is acceptable to the council and decision to be made on next steps:

To discuss the opportunity to raise funds via some areas of the allotments to future proof our council finances now we are aware of the impending financial expenditure relating to the maintenance of the closed graveyard.

Cllr. A. Williams proposed that rents generated from tenants of the Parish Land should not be used for the costs of any churchyard maintenance as this financing should be sourced via the precept/council tax. This was seconded by Cllr. C. Campbell and all councillors were in favour of the proposal.

5. Contracts: To understand the councils' legal obligations to provide a current and up to date legally binding contract/licence that is fit for purpose.

Cllr. A. Williams pointed out we have two types of contract, a Modern Allotment Agreement (5 years ending 4.4.16) that has been issued to all bar Mr. Lister who rents the 5.5 Stonepit field which is on a Grazing License of two years less one day.

There has been a great deal of confusion surrounding the use of the name 'allotments' as none of the land rented out by H&SPC constitutes allotments as per the Allotments Act 1922. It was agreed that it was for a Land Agent / Surveyor to define the nature of what H&SPC currently calls 'allotments'.

The 11.5 acres which is currently being rented by Mr A. Woolley for agricultural purposes could possibly fall under an Agricultural Contract which needs to be looked into by a land agent. Currently 3 acres of the 11.5 is currently down to set a side, the rest is being commercially farmed which contravenes the current Modern Allotment contract in situ on the grounds of not exceeding 5 acres per person and not growing crops for the consumption of himself or his family as per the Allotment Act 1922.

The remaining tenants' contracts need to be confirmed by NALC and or Land Agent/Solicitor that they are fit for purpose to ensure that we the parish Council are protecting the Parish's assets and preventing any permanent tenure by the current tenant's/contracts. **Action.** B. Bradford (Parish Clerk)

Title deeds to Parish Land: Cllr. A. Williams informed that these were never found and numerous intensive searches over the years by Parish Clerk had been inconclusive. All councillors agreed some evidence of the Title/Registry of the land would be required.

Action: Cllr. A. Williams to ask K. Morris (Previous Parish Clerk) if he had any knowledge on information pertaining to the Title/Registry of the Parish Land.

6. To agree and outline a process to effectively manage the covenants that are detailed within our current Allotment Agreements/Grazing Licence and ensure they are clear to avoid any area of doubt.

Public Liability insurance is noted as a requirement in the current Modern Allotment Agreements issued. In future we will need copies of these from tenants to ensure they are covered when attending any work they do on the Parish land they rent.

Action: B. Bradford (Parish Clerk) to ascertain exactly what the liability covers we have on the Parish Land and to forward to all councillors the Legal Topic Notes issued by LALC on Responsibilities of Council as Land Owners and Occupiers Liability.

A suggestion for a committee to deal with Allotment queries etc. was put forward by Cllr B. Cruft. To be placed as an agenda item for next meeting.

It was agreed by all that a well-defined and fully documented management process which is transparent to all for the purposes of the handing of allotments is a must and will be beneficial to both the Tenants and Parish Council.

It was agreed that we need to secure the services of an independent Land Surveyor/Agent to advise on the grading of the land and the correct contracts in place to manage the land. The value of local knowledge in this respect was discussed. **Action:** B. Bradford (Parish Clerk) to find quotes on such a process and report back to council at the next parish Meeting.

7. Previously agree rent review: was it legally binding for all?

B. Bradford (Parish Clerk) advised that as we are not secure that the contracts are correct then we cannot ask for rent increases without the frequency being defined in the contracts, which ours did not.

It was agreed by the council that there should be a freeze on the rent pending the resolution on the correct agreements to be in place. A letter will be sent to each tenant along with their invoices for the following six month rental period.

8. Next Meeting to be decided when more information is received from actions upon the clerk to enable a meeting to be productive and decisions made.

Signed on original (David Winn – Chairman)

17 May 2017