

## Freckleton Parish Council

### Minutes of the Open Spaces Meeting held on Monday 18<sup>th</sup> November 2013

**Present:** Councillor St J Greenhough, (Chair)

Councillors, Mrs. L Willis, Mrs. M Whitehead and T Fiddler.

Mrs. K Pye, representing the FIB committee

Councillor Mrs. J Cartmell and a representative from Golden Leaf to observe.

**1) To accept Apologies for absence.**

Councillors P Walton (another meeting) and K McKay (away on business).

It was resolved to accept the reasons for absence.

**2) To record the Declaration of interest from members in any item to be discussed.**

All councillors, as trustees, declared an interest in the Bush lane allotments and the Bush lane sports field.

Councillor Mrs. L Willis, as tenant of the Bush lane allotments, declared a disclosable pecuniary interest in item 4 – To consider the draft revised lease agreement for the Bush lane allotments.

**3) To receive the Clerk's report.**

The comments in the Clerk's report, previously circulated, were noted.

**4) To consider the draft revised Lease agreement for the Bush lane allotments.**

*Councillor Mrs. Willis left the room*

The Clerk went through the changes to the existing agreement and the older agreements that were issued prior to 2004. Some amendments were made after discussions.

It was resolved to approve the revised lease agreement as set out in Appendix A.

It was further resolved that the revised agreement should be issued to the Bush lane Allotment Holders Association for comment, as previously agreed.

*Councillor Mrs. Willis returned to the room*

**5) To consider the Freckleton in Bloom report from the Britain in Bloom judges.**

The comments, submitted by the FIB committee, were discussed and the following was agreed:-

- a) **Replace some of the flowers in the beds with permanent plants.** - This was not accepted. The view of the Open Spaces committee and the feedback from the public was that flowerbeds were preferred. In particular, the view was that the Cenotaph display was very good this year.
- b) **Spraying around the feature outside the Library.** - The Chairman of Open Spaces will speak to the LCC Library department to see if a better solution can be found.
- c) **Weeding around the By-pass.** - This will be progressed with County Councillor Paul Rigby.
- d) **Balderstone beds** - The displays will show the Union jack and Stars and Stripes, as next year will be the 70th anniversary of the Air disaster.

**6) To consider a request from Golden Leaf to sponsor the two beds on Balderstone road.**

It was resolved that the Council should pay for the plants in the two beds on Balderstone road.

**7) To consider an alternative site for the recycling of the grass cuttings.**

The Clerk reported that Richard Cartmell has offered to build a proper pen for the storing of the grass cuttings from the Bush lane playing fields. He has suggested an area on the southern side of the AWS area adjacent to allotment 1a. It was agreed that this site was too close to the allotments.

It was resolved that the new pen should be built behind the Cricket score box.

**8) To recommend shrubs for the beds at the bottom end of Balderstone road and the Tom Croft car park beds.**

The Clerk reported that it was now the right time to plant the shrubs in the two Open spaces areas. During the inspection of the Shrubbery areas on the Memorial park, a number of young shrubs have been identified that would be suitable for these areas. In addition, The Clerk reported that Councillor Threlfall has offered some young shrubs that would also be suitable.

It was resolved that Golden Leaf should plant these two areas with the shrubs suggested above and report back to the Open Spaces committee if more plants are required.

- 9) **To consider a request from Freckleton in Bloom for changes to the Children’s Memorial gardens**  
 Karen Pye reported that FIB had no definite ideas for changes to this area but the borders were not suitable for plants. It was agreed that the FIB committee should consider suggestions and report back. It was suggested that it might be worth using the services of a Gardening Consultant to come up with new ideas.
10. **To consider the invitation to participate in the Freckleton Community Christmas Festival of Flowers and Craft.**  
 It was reported that Freckleton in Bloom are participating in this event.  
 It was resolved not to participate in the Freckleton Community Christmas Festival of Flowers and Craft.
11. **To consider a response to the second letter from Stuart Spence regarding tree felling on the Croft Butts allotments**  
 The Chairman reported that he had visited Mr. Spence and he was now happy with the explanations as to why the trees had been felled.

**There being no further business the Chairman closed the meeting.**

Signed.....Councillor St J Greenhough.....

Date.....04/12/13.....

**Appendix A:**

**DRAFT AGREEMENT FOR BUSH LANE ALLOTMENTS**

*This Agreement* made this xxxxxx day of xxxxx between the **Parish Council of Freckleton** (hereinafter called the Council) of the one part, and “**Applicant**” (hereinafter called the Tenant) of the other part. Whereby the said Council agree to let, and the said Tenant agrees to take, as a yearly Tenant, from the “**date**”, the Allotment numbered “**plot Number**” on the Allotment Plan, at a yearly rent of £xx.xx, or an amount as agreed by the Council. The tenancy is subject to an annual review on 1<sup>st</sup> April each year.

The tenancy is also subject to the following regulations and conditions:

**1. The Tenant:-**

- a) Shall pay the rent yearly, by the 1st day of April.
- b) Shall not cause any nuisance or annoyance to the occupier of any other Allotment.
- c) May erect one or more temporary buildings on his/her Allotment, which shall only be erected in a manner approved by the Council.
- d) Shall keep his Allotment in good order, tidy, free from refuse and other debris and to the satisfaction of the Council.
- e) Must not obstruct any road set out by the Council for the use of the tenants of the Allotments.
- f) Shall, in conjunction with the Allotment Holders Association, keep the road and other public areas tidy and weed free.
- g) Shall not install any additional water supplies.
- h) Shall not install any electricity supply without prior approval of the Council. If electricity is installed it shall be through a separate non-domestic meter supply. All installation costs will be met by the tenant.
- i) Shall keep his Allotment for the purpose of breeding, rearing and keeping poultry, sheep, goats, cattle or pigs. He/She will observe the Government statutory regulations applicable to the livestock being kept, as amended from time to time. Livestock shall be kept for non-business purposes.
- j) Shall not keep horses, ponies, donkeys and their hybrids, unless it has been previously agreed with the Council that it forms part of the maximum of five plots where horses etc may be kept. – *see appendix A for procedures for the allocation of plots for horses etc.*  
 No other Pets shall be kept.
- k) Must keep all poultry and other livestock within the boundary of the allotment.
- l) Must keep all manure within the boundary of the allotment.
- m) Shall not, without the written consent of the Council, break up any pasture. Grass must be cut at least once per year.
- n) Shall not, without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay.
- o) Shall not sub-let, assign or part with the possession of the Allotment or any part of it.

p) The expression "Tenant" shall include his executors, administrators and assignees

**2. The Council:-**

- a. Shall pay all rates and taxes chargeable by law upon the Allotment.
- b) Will not hold themselves responsible in any way for any damage or loss the Tenant may sustain.
- c) Any **authorised** member or officer of the Council shall be entitled at any time to enter and inspect the Allotments.

**3. Cancellation procedures:-**

- a. The tenancy shall terminate on the last day of March. It may also be terminated by the Council by one months notice if:
  - i. The rent is in arrears for not less than 40 days, or
  - ii. the Tenant has not duly observed the conditions contained in this Agreement, or
  - iii. the tenant is resident beyond the boundary of the Parish.
- b) The Tenancy may also be terminated by the Council or the Tenant by six months' notice in writing.

**THE FOREGOING RULES WILL BE STRICTLY ENFORCED.**

(Signed) .....Clerk to the Council.

(Signed) .....Tenant.

Name:

Address:

**APPENDIX A**

**Procedures reallocating Plots for stabling/grazing horses etc.**

- 1) A maximum of 5 plots will be used for Horses etc., at any one time.
- 2) Only one horse or pony or upto 3 donkeys will be allowed on each plot.
- 3) Currently, the plots allocated one horse or pony are:-
  - 10 – J Finch
  - 9 – J Dickinson.
  - 7 – Mrs. Foster.
- 5. b – Mrs. Willis.  
The Plot allocated upto 3 donkeys:-
  - 5. a – Mrs. Whalley – (subject to ratification in April 2014).
- 4) If one of the above tenants gives up the right to keep a horse, etc on the allotment, but wishes to continue with other livestock, he/she should inform the Council in writing.  
The Council will then ask other tenants if they wish to keep a horse etc. on their allotment. If more than one tenant responds, then the Open Spaces committee will decide, by interview, who should be allowed to keep a horse etc.
- 5) If one of the above tenants wishes to terminate the use of his/her allotment, he/she should inform the Council in writing.  
The Council will ask the allotment holders of plots 1a and 2b, if they would like a larger plot. If neither wishes to move, the allotment will be allocated to the next person on the waiting list, after a selection by interview.  
If the new tenant does not want to keep a horse, etc, on the plot, the procedure in outlined 4 above will be followed.