



Bishopstoke Parish Council

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**Members of the Assets Committee are summoned to attend a meeting on
Tuesday 22nd March 2022 at 7:30pm at Bishopstoke Methodist Church, Sedgwick Road.
This meeting is open to the public.**

AGENDA

PUBLIC SESSION

1. Apologies for Absence
2. To adopt and sign Minutes of the Assets Committee meeting held on 23 November 2021
 - *Local Government Act 1972, Sch. 12, para 41*
3. Declarations of Interest and Requests for Dispensations
 - *Bishopstoke Parish Council Code of Conduct, Section 9*
4. To receive reports on areas of Asset Committee responsibility and make decisions
 - Parish run play areas
 - Burial grounds
 - Allotments
 - Fixed Assets
 - Open Space & Trees
 - Parish-owned and managed buildings
5. To discuss, amend if necessary, and adopt the Memorial Bench policy
6. To approve the timetable for the draft allotment tenancy agreement
7. To receive the Clerk's report and to amend and note the action log
 - *Updates on actions from previous meetings and any matter within the Committee's responsibilities*
8. Date, time, place and agenda items for next meeting
 - *May 24th 2022, 7:30pm, Bishopstoke Methodist Church (Local Government Act 1972, Sch. 12, Part II, Para 8)*

D L Wheal
Clerk to Bishopstoke Parish Council
15th March 2022

**Minutes of a Meeting of the Assets Committee
held at Bishopstoke Methodist Church
commencing at 7:35pm on 23 November 2021**

Present: Cllrs Tidridge (Chair), R Dean, Francis, D McKeone and Winstanley

In Attendance: Mr D Wheal (Clerk to Bishopstoke Parish Council)
Cllr A Dean (Bishopstoke Parish Council)

Public Attendance: 0 members of the public were present.

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Public Session

30 Apologies for Absence

30.1 All Committee members were present.

31 To adopt as a true record, and sign, the Minutes of the Assets Committee meeting held on 28 September 2021

31.1 The Minutes of the above meeting had been circulated prior to the meeting.

31.2 Cllr Francis requested that minute 22.3 reflect that his reason for abstaining on the second hand rail vote was due to concerns about the design. Cllr Francis also updated the Committee regarding graffiti on the Virgin cabinets. He had spoken to a Virgin engineer who indicated that they believe it is the local Council who have responsibility for removing any graffiti. The Clerk was requested to contact the Borough Council to see what can be done.

Action: Clerk

31.3 Proposed Cllr R Dean, Seconded Cllr Francis, **RESOLVED** unanimously that the minutes of the Assets Committee meeting held on 27 July 2021, as amended in 31.2, be adopted as a true record.

32 Declarations of Interest and Requests for Dispensations

32.1 There were no declarations or requests.

33 To receive a report on Parish play areas and agree the specification for the new fencing and entrance at Church Road

33.1 The report had been circulated to Councillors prior to the meeting and was noted.

33.2 Cllr R Dean suggested that the fencing at Church Road play area be standard hooped design, but that it be set back by 6 inches from the pavement, and that a hedge, suitable for play areas, be planted inside the fence. The gate allowing vehicle access would remain in the same place. The Clerk suggested moving the pedestrian access to the northern end of the fence line and asking for safety railings to be installed in the pavement. The northern half of the fence would be stepped back to allow for a picnic bench, a noticeboard and a bin.

33.3 Proposed Cllr R Dean, Seconded Cllr Winstanley, **RESOLVED** unanimously that the Clerk prepare the specification as described in 33.2 and obtain quotes for the work.

Action: Clerk

33.4 The Committee discussed safety measures for the road by the Church Road play area. It was agreed that the proposed Traffic Regulation Order (TRO) for the area was a positive step and that the addition of railings to limit the ability of anyone to run or fall out onto the road from the play area entrance would also be effective. The TRO includes more suitable signage both on the road and at the side of the road, as well as measures limiting parking in the area.

33.5. Proposed Cllr Tidridge, seconded Cllr R Dean, **RECOMMENDED** unanimously to request £3,000 be vired from reserves to cover the cost of new gates at the Sayers Road play area..

34 To receive a report on matters affecting the Cemetery and closed churchyards

34.1 The report had been circulated to Councillors prior to the meeting and was noted.

34.2 The Clerk also informed the Committee that he had received notification that a recent meeting of the Parochial Church Council had approved the idea of the War Memorial moving to Old St Mary's, subject to agreement from the Diocese. The Committee warmly welcomed this news. It was agreed that consultation on the design of a new memorial was important and that the Working Men's Club in particular should be included in the discussion as they had raised money for the original memorial. Cllr Tidridge noted that Eastleigh Borough Council had agreed that money would be available from the Public Art budget to help fund the project.

35 To receive a report on the Parish-run allotment sites and make recommendations

35.1 The report had been circulated to Councillors prior to the meeting and was noted.

35.2 Proposed Cllr Francis, Seconded Cllr R Dean, **RECOMMENDED**, with Cllr Tidridge against, the £5,000 be vired from reserves to cover additional tree work currently needed at the Underwood Road allotment site.

36 To receive a report on street furniture and other fixed assets and make recommendations

36.1 The report had been circulated to Councillors prior to the meeting and was noted.

36.2 All Committee members volunteered to be part of the street furniture mapping project and were certain that other Cllrs would join in too. The Clerk will provide maps for use with the project. Cllrs were asked to note the presence of all bins, benches and grit bins and, in particular, whether any were in need of replacing or upgrading.

Action: Clerk and Cllrs

37 To receive a report on Council-managed open space and trees and consider where wildflower or tree planting may be appropriate

37.1 The report had been circulated to Councillors prior to the meeting and was noted.

37.2 Committee members were asked to consider areas that might be suitable and give feedback to the Clerk. In particular it was noted that recent advice from the Borough Council suggests that wildflower areas need a definitive boundary to emphasise that they are intended to be there and not just areas that have not been mown recently. It was noted that the Communications Working Group would have a role to play in communicating this to local residents.

Action: Councillors

38 To receive a report on Council-owned and managed buildings

38.1 The report had been circulated to Councillors prior to the meeting and was noted.

38.2 Cllr Tidridge strongly objected to the continued use of the Parish Office for any meetings. It was agreed that attempts would be made to minimise the use of the Office. Cllr R Dean asked whether progress had been made on obtaining permission for a shipping container to be placed in the BCA car park and the Clerk replied that permission had not yet been granted. Cllr Francis asked why the toilets at Jockey Lane were being considered for replacement. The Clerk replied that the intention at the current time is to inspect them to ensure that they are suitable for all and only replace or upgrade if a problem is found.

39 To receive ideas for Jubilee Projects and make recommendations

39.1 The report had been circulated to Councillors prior to the meeting and was noted.

39.2 Proposed Cllr Tidridge, seconded Cllr R Dean, **RESOLVED** that the Council proceed with scoping out the two projects and obtaining an idea of costs.

Action: Clerk

40 To receive the Clerk's report, to amend and note the action log, and to determine order of priority for projects

40.1 The report and action log had been circulated to Councillors prior to the meeting and were noted.

40.2 Cllr Tidridge requested that "Transfer from EBC outstanding" be added as an issue to all areas where Bishopstoke Parish Council is waiting on the transfer of assets. The Committee agreed that projects to do with safety; time-limited projects (such as Jubilee projects); Memorial Hall projects and the relocation of the Parish Office should be given a higher priority than others. The Clerk was also requested to update the action log to give an indication of anything time-related such as deadlines. Finally, the Clerk was requested to arrange for the buildings at Underwood Road to be inspected to ascertain a likely timeframe for their replacement.

Action: Clerk

41 Date, time, place and agenda items for next meeting

41.1 The next meeting of the Assets Committee will take place at 7:30pm on Tuesday 25th January 2022 at the Bishopstoke Methodist Church.

There being no further business, the Chair closed the meeting at 9:00pm

Chair's Signature: _____ Date: _____

Clerk's Signature: _____ Date: _____

Assets report 22nd March 2022

Play Areas

General

All necessary repairs from the November inspections have been completed. A general pressure wash and clean is being arranged. The new maintenance contract with VitaPlay starts in April.

Church Road

The specification for the new fencing and entrance has been passed across to DB Consultancy Ltd.

Sayers Road

Work on removing low hanging branches and maintaining the hedge / tree line was completed on 16th March.

Templecombe Road

The rotting timbers at the base of the fence have been replaced.

Otter Close

The new timber trail is expected to be installed in late April / early May.

Blackberry Drive

Extensive repairs have taken place at Blackberry Drive. The play area is now going to be the main focus for upgrading specific items and this has been passed to DB Consultancy Ltd to progress.

Glebe Meadow

Nothing additional to report

Burial Grounds

Bishopstoke Cemetery

Tree work following the storms has now been completed.

Stoke Common Cemetery

Responses from the recent survey are still coming in and will initially be collated by the Communications Working Group

St Mary's Church

Work on the various boundary and tree issues continues.

Old St Mary's Churchyard

Nothing additional to report.

Allotments

General

Work has been ongoing for several months now on a new tenancy agreement and a strategy for moving all tenants onto the same agreement. This is being discussed elsewhere on the agenda.

Underwood Road

Following clearance work there are now 10 plots which are being offered to those at the top of the waiting list. Four have already been allocated. The recent addition of an online application form for allotments has resulted in a surge of interested people.

Jockey Lane

Nothing extra to report.

Sewall Drive

We are still awaiting concrete news of the transfer of the site, not just for the benefit of Bishopstoke residents waiting for an allotment but also for access to the building to use as a temporary parish office.

Bow Lake Gardens

Nothing extra to report.

Fixed Assets

The Fixed Asset Register was approved at the last Full Council meeting. The promised maps for Councillors to aid in locating all street furniture are expected by early April, with the goal of having the location of all fixed assets published online alongside ways to report any problems with them.

Open Space & Trees

Councillors and Officers rallied around magnificently following the storms that hit in February. Thankfully the damage suffered in Bishopstoke seems to have been relatively minor. Most repairs have been completed now but there are still some outstanding which are being followed up urgently.

Parish owned and managed buildings

Nothing extra to report.



Bishopstoke Parish Council

Listening to you

BISHOPSTOKE PARISH COUNCIL

MEMORIAL SEATING POLICY

**This Memorial Seating Policy was tabled
by the Parish Council at its meeting on dd mmm yy**

D Wheal

Clerk to Bishopstoke Parish Council

BISHOPSTOKE PARISH COUNCIL

MEMORIAL SEATING POLICY

Amendment Sheet

Amendment No.	Date Incorporated	Subject
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MEMORAL SEATING POLICY

1 Introduction

- 1.1 Bishopstoke Parish Council supports the idea of memorial seating being placed within the Parish to commemorate a loved one. Memorials will take the form of plaques to be placed upon appropriate designated benches throughout the Parish.

2 Objectives

- 2.1 To adopt a consistent and sympathetic approach to the management of requests for memorial plaques on benches at a time of heightened emotions.
- 2.2 To ensure requests for memorial plaques are appropriate for the location, and that any additional seating that may be required takes into account the health and safety responsibilities of the Parish Council in relation to well-maintained and clear pathways.
- 2.3 To establish clear terms and conditions.
- 2.4 To ensure the highest standard of service to people who request memorial plaques.

3 Requests for Memorial Plaques

- 3.1 The Parish Council will keep a list of seats appropriate for memorials, and the memorials placed upon them. Any suitable seat with space for additional plaques can be requested.
- 3.2 All requests must come from or be approved by the next of kin or executor.
- 3.3 If there is no suitable seat available in a desired location, the Parish Council will consider whether replacement or additional seating is warranted. The decision on whether to allow a memorial on an existing bench rests with the Clerk or Acting Clerk. If additional or replacement seating is required that decision will be made by the Assets Committee, although if speed is required and the Full Council will meet prior to the Assets Committee then the Full Council can take the decision.
- 3.4 Where all suitable locations have been used, contact details will be taken for the request to be placed on a waiting list.
- 3.5 Where it is necessary to provide replacement or additional benches, these will be made from recycled plastic materials.
- 3.6 The cost of any additional or replacement seating, along with their installation, will be borne by the Parish Council. Those applying can, if they wish, donate funds towards those costs.
- 3.7 Both the plaque design and any wording must be agreed by the Parish Council prior to installation. Failure to do this could result in a plaque being refused permission to be installed on a bench. General details will be available online or by contacting the Clerk. Specific details will be dependent on the location chosen for the plaque.
- 3.8 Requests are made through the Parish Office using a standard application form. Once an application and fee has been received and agreed, the requester will be notified of the installation date should they wish to attend.

- 3.9 The Parish Council reserves the right to relocate any seating as necessary but will seek to notify the next of kin / executor of this in advance.
- 3.10 The Parish Council will maintain the seating and surrounds as part of the general maintenance programme.
- 3.11 In the unlikely event of the seating being stolen, damaged or vandalised, the Parish Council will use its best endeavours to repair it on site, but unfortunately may not be able to replace it, or any of its components and reserves the right to remove it should it be considered beyond economic repair.
- 3.12 When the bench on which the plaque is installed has reached the end of its life, it will either be replaced or removed, and the Parish Council will seek to notify the original requester of this.
- 3.13 The Parish Council must be notified of any changes to contact details of the original requester in order to keep them informed.

4 Payment

- 4.1 There will be a small fee payable to allow the installation of the plaque. Payment is required prior to the plaque being installed.

5 Terms and conditions for the donation towards seating

- 5.1 The Parish Council will make a decision on whether additional or replacement seating is required regardless of any donation that may be being offered.
- 5.2 All seating is the property of the Parish Council once installed.

6 Data Protection

- 6.1 Any information provided by a person requesting memorial plaques will be kept in accordance with Bishopstoke Parish Council's Document Retention policy and will only be used to contact the requestor in relation to the memorial plaque. In keeping and using any information the Parish Council will comply with all necessary legislation including the Data Protection Act 2018, the General Data Protection Regulations 2018, any amendments to either and any superseding Acts or Regulations.

7 Existing Memorial Seating

- 7.1** Where there is an existing memorial seat which deteriorates to the point of needing replacing the Council will first consider whether the seat warrants replacement. Attempts will be made to contact the family to discuss whether replacement or removal of the bench is preferred.
- 7.2** Any replacement seat may not be sited in the position of the seat being replaced. Any change in location will be discussed with the family who donated the original seat where possible.
- 7.3** Any plaques on seats being replaced will be transferred to the new seat unless the family requests otherwise.
- 7.4** Any plaques on seats not being replaced will be returned to the family where possible.
- 7.5** Any replacement seat will be the property of the Parish Council

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Assets – 22nd March 2022

Timetable for new allotment tenancy agreement

Currently there are four different tenancy agreements in effect across Bishopstoke Parish Council allotment sites. In previous updates there was no requirement for those with older agreements to move onto the new one, and there was no attempt made to update the existing agreements. This has led to a situation where two neighbouring plot holders may have different rules to follow.

Events over the past two years have also highlighted a need for greater clarity in some areas of the agreement.

Having one, clear, tenancy agreement that applies to all plot holders means greater fairness for plot holders and also means it is easier for Officers to determine when rules are not being followed.

In consultation with the site representatives from both allotment sites a new tenancy agreement has been drafted. However, as transferring all plot holders across to it is a large undertaking we want to ensure that as many people as possible are satisfied that it is a good working document and so there is a planned consultation period before any action is taken.

The proposed timetable is as follows:

April 2022 – all tenants are contacted. They are informed that a draft tenancy agreement is out for consultation which can be found online, in the allotment shop, or by contacting the Clerk. Comments and suggestions are invited on the document. Tenants are also informed that once the draft tenancy agreement is finalised there will be a period of one year in which all tenants are expected to move onto it.

31st July 2022 – the consultation period ends. Any comments and suggestions are looked at to see if they would be suitable for inclusion in the tenancy agreement.

September 2022 – the new tenancy agreement is published. It is sent to all plot holders with their annual rent letter. Included in that letter is notice that all old tenancy agreements will end on 30th September 2023. All tenants can continue having an allotment plot only by signing and returning their new tenancy agreement.

January 2023 – first reminder sent to those who have not yet returned their new agreement.

May 2023 – second reminder sent

August 2023 – final reminder sent

October 2023 – those who did not return their signed agreement are informed that their tenancy is ended.

Ongoing – each year with the annual rent letter any clauses that require adding, removing or amending will be sent to all plot holders to include with their tenancy agreement, thus ensuring that all tenants will remain on the most recent tenancy agreement.

Councillors are not being asked to approve the draft allotment agreement at this meeting, as that is subject to change following the consultation, although Councillors are welcome to suggest any amendments over the course of the next few months.

Decisions for the Committee

- 1) To approve the timetable for the introduction of a new tenancy agreement, including the transfer of all Tenants to the new agreement.



Bishopstoke Parish Council

email: allotments@bishopstokepc.org

Office: 02380 643428

ALLOTMENT GARDEN TENANCY AGREEMENT

This AGREEMENT is made on the _____ day of _____ YYYY BETWEEN

- 1) Bishopstoke Parish Council ("the Council") and
- 2) **Title; First Name; Last Name; Address** ("the Primary Tenant")
and **Title; First Name; Last Name; Address** ("the Secondary Tenant")

NOW IT IS AGREED as follows:

1. AGREEMENT TO LET

The Council agrees to let and the Tenant agrees to take on a yearly Tenancy of plot number _____, containing approximately _____ square rods / metres ("the Allotment"), at the _____ allotment site, Bishopstoke, commencing _____, subject to the following Terms and Conditions at the yearly rent payable on 1st October each year and at a proportionate rent for any part of a year over which the tenancy may extend calculated on complete calendar months enjoyed.

2. CAPACITY

Where there is a joint tenancy the terms of this agreement apply jointly and severally, and the term "tenant" is deemed to apply to all signatories to this agreement.

The terms Primary Tenant and Secondary Tenant have the following meaning:

The Primary Tenant must reside within 3 miles of the boundary of the Parish of Bishopstoke both on application and during the period of the tenancy. Where the Primary Tenant ceases to reside within 3 miles of the Parish of Bishopstoke their entitlement to an allotment shall cease and they will be required to yield up the allotment. There may also be site specific residency requirements which will be published on the Council website and made known to any applicants at the time. These requirements will only be applied at the commencement of the tenancy and subsequent changes to these requirements will not affect the tenancy.

The Secondary Tenant has no residential restrictions applied. Should the Primary Tenant either give up or cease to be entitled to the allotment the Secondary Tenant

may be able to assume the Primary Tenancy of the plot. In order to do so, on the date on which the Primary Tenant ceases to hold the tenancy, the Secondary Tenant must meet the current requirements for a Primary Tenant at that allotment site and must have been a joint tenant for a longer period of time than the current waiting time for that site.

3. TENANT'S AGREEMENTS

The Tenant agrees to comply with the rules and regulations set out in the "Bishopstoke Parish Council Allotment Rules" document, which will be supplied to the Tenant at the start of their tenancy and updated as necessary thereafter. This includes all policies, procedures and other documents mentioned therein, which are also expected to be complied with.

4. DETERMINATION OF THE TENANCY

("Determination" means the ending of the allotment tenancy agreement)

4.1 Determination on Death

This tenancy shall determine on the death of the Tenant.

4.2 Determination by Statutory Notice by the Council

This tenancy may be determined by the Council by giving to the Tenant 12 months' previous notice in writing expiring on or before 6 April, or on or after 29 September in any year.

4.3 Determination by Notice by the Tenant

This tenancy may be determined by the Tenant giving to the Council one month's previous notice in writing.

4.4 Determination Where Allotment Appropriated

This tenancy may be determined by re-entry by the Council at any time after giving 3 months' previous notice in writing to the Tenant on account of the Allotment being required for any purpose, other than use for agriculture, for which it has been appropriate under any statutory provision or for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes.

4.5 Determination by Re-entry on Default

This tenancy may be determined by re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant if the rent, or any part of it is in arrears for not less than 40 days whether legally demanded or not, or if the Tenant becomes bankrupt or compounds with their creditors.

4.6 Determination by Breach of the Tenancy Agreement

A breach of any of the rules, agreements, policies and procedures applying to the allotment may result in the determination of the tenancy. Breaches related to the cultivation of the allotment will only apply once the tenancy has been in effect for at least 3 months. Where the breach is considered minor a warning letter will be sent. Repeated minor breaches will result in the determination of the tenancy. Breaches relating to non-payment of rent, trespass, theft, alienation, abuse or legal obligations will result in the immediate determination of the tenancy, with no warning letter.

When the tenancy is to be determined following a breach of the tenancy agreement the Council will give one month's notice in writing after which the Council may re-enter the allotment.

4.7 Termination

Upon termination, the Tenant must give up possession and use of the Allotment at the end of the tenancy in a state suitable for immediate re-letting. Should any work be required to return the Allotment to a workable condition the existing Tenant will be charged to bring the plot to an acceptable standard. Any personal items or building structures remaining on the Allotment at the termination of the tenancy will be assigned to any new Tenant or removed, with the cost of removal being charged to the existing Tenant. If the tenancy is ending due to the death of the Tenant then the Council would not ordinarily seek to recover any costs. In this case, a refund for the remaining period of the tenancy will be offered.

5 NOTICES

5.1 Notice by the Council

Any notice required to be given by the Council to the Tenant shall be signed on behalf of the Council by the Clerk or Assistant Clerk or any other authorised officer and may be served on the Tenant either personally or by leaving it at their last known place of abode or by registered letter or letter sent by recorded delivery service addressed to them there or by email or by fixing the same in some conspicuous manner on the Allotment.

5.2 Notice by the Tenant

Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by the Tenant and sent in a prepaid post letter to the Clerk to the Council.

Signed on behalf of the Council

Date

As the Primary Tenant I agree to and will comply with the above Allotment Garden Tenancy Agreement. I understand the residency requirements and undertake to inform the Council promptly of any change in my address.

Signed by the Primary Tenant(s)

Date

As the Secondary Tenant I agree to and will comply with the above Allotment Garden Tenancy Agreement. I understand that should the Primary Tenant cease to hold the allotment for any reason I will be also be required to yield up the Allotment unless I meet the requirements for assuming the Primary Tenancy. I undertake to inform the Council promptly of any change in my address.

Signed by the Secondary Tenant(s)

Date



Bishopstoke Parish Council

email: allotments@bishopstokepc.org

Office: 02380 643428

ALLOTMENT RULES

In addition to the rules set out below, there are a number of Council documents which Tenants are expected to be aware of and will need to follow and / or sign. These will all be provided to the Tenant at the start of the tenancy and are also available on the Council website (www.bishopstokepc.org/allotments).

The Council reserves the right to amend / remove / add to any and all of these documents, including the rules laid out below, at any time. Updates to these documents will be included with the annual rent letter. Any urgent changes that are necessary during the year (such as measure to control the spread of bird flu) will be displayed on both the Council website and on the noticeboards on each allotment site. Tenants are expected to check the noticeboards for these notices.

The current list of additional documents is:

- Non-Cultivation Policy
- Machinery Disclaimer Form
- Health & Safety Guidance
- Information from the Site Representatives
- Information about the Allotment Association
- Agreement for Keeping Chickens
- Eligibility Requirements

Section 1 – The Council

1 Rent

Rent is due in advance and in full annually and will cover the period from 1st October through to the following 30th September. Rent letters will be sent out during September each year.

2 Discounted Rate

Once the Primary Tenant reaches their 70th birthday, a discounted rate will apply from the following 1st October. Where a prior tenancy agreement exists stating that the discounted rate applies from 60 years old that will be honoured.

3 Rent Review

Bishopstoke Parish Council will review both the rent, the discounted rate and the age from which the discount applies annually. Any changes agreed will apply from the following rental period.

4 Admittance

The Council can refuse to allow any person entry to the site unless they are accompanied by the Tenant or a member of their family.

5 Disputes Between Tenants

Any dispute between Tenants will be referred to the Council. The Council will attempt to mediate before any other action is considered. The Council's decision is final.

6 Change of Address

The Council must be kept informed of any change of address of either Primary or Secondary Tenant.

7 Yielding Up

When the tenancy ends, for any reason, the allotment is to be left in a good condition, and with all tools, other items and any buildings removed from the site, unless agreed in writing by the Council. Any costs the Council incurs in making the allotment good the allotment before the next tenancy begins will be paid for by the outgoing Tenant.

8 Inspections

The Council has the right to enter and inspect the allotment at any time.

Section 2 – Allotment Use

9 Allotment Use

A minimum of two thirds of the allotted space must be for the production of fruit or vegetables for consumption by the Tenant, their family and friends, or for keeping permitted livestock. The allotment must not be used for commercial or any other purpose. Solely clearing weeds will not be sufficient.

10 Invasive Non-Native Plant Species

The Tenant must not plant or allow to grow any invasive non-native plant currently listed for Schedule 9 of the Wildlife and Countryside Act 1981, or listed by the EU regulation on Invasive Alien Species 2015. If evidence of any listed plant is found then the Council must be contacted as soon as possible, and in any case within three working days.

A list of plants that require notification will be provided at the start of the tenancy and updates will be included with the annual rent letter.

11 Trees and Bushes

Any fruit tree, bush or vine must be kept completely within the boundaries of the allotment plot. They must not be allowed to grow taller than 4 metres (13.1 feet) and must be pruned back sufficiently below 4 metres each year to allow for growth the following season. Trees other than fruit trees are not permitted. If at any point a tree causes a nuisance to the owner or occupier of adjoining land the Tenant can be required to remove it, or the Council will remove it and pass the cost onto the Tenant.

12 Maintenance of the Plot

The allotment must be kept tidy and reasonably free from weeds. The Tenant should do all they can to keep the plot free from diseased or harmful plants and pests.

13 Compost and Manure

The Tenant can compost weeds or other vegetable or plant matter from their plot as long as the quantities are reasonable for their use in the cultivation of the allotment, the containers are designed specifically for composting, and the compostable items will not be exposed. Similarly, manure can be deposited on the plot provided the quantities are reasonable for the cultivation of that plot.

It is acceptable to bring compostable items, compost or manure onto the plot from outside the allotment if necessary for the cultivation of the plot.

14 Livestock

The Allotment Act 1950 Section 12 permits hens and rabbits to be kept on allotments in certain circumstances. Written permission must first be given by the Council, and all related policies and agreements relating to the keeping of livestock must be followed and signed. The Council reserves the right to withdraw permission. No other livestock, including bees are permitted.

15 Watering Allotments

Tenants are strongly advised to use a water butt or other receptacle designed for the purpose. Anything used for water storage must have a fitted lid and must be regularly cleaned.

Hosepipes are banned with the exception of filling a water butt. Irrigation systems are not permitted. Any hosepipe ban in the area must be followed. If standpipes are available, they must be used considerately with other tenants. If free-standing baths are available they are only to be used for watering plots, and not for cleaning tools or washing produce.

Ponds or other areas of standing water are not permitted.

These rules are primarily designed to minimise the risk and maintain control of Legionella bacteria.

16 Responsibilities

The Tenant is responsible for maintaining the allotment in a good condition and for ensuring that any person present on the Allotment with or without the Tenant's permission does not suffer personal injury or damage to their property. The Tenant is expected to take all reasonable precautions to comply with this responsibility, including reading the health and safety guidance document and communication of guidance contained within to all those who may assist the Tenant on their Allotment. Examples of such precautions include but are not limited to the safe storage of tools and chemicals and the immediate removal of any hazardous objects such as broken glass. It is the Tenant's responsibility to consider taking out Public Liability Insurance to cover the occupation of their allotment land.

17 Disease

If disease is suspected or found on site then it must be reported to the site representatives and the Council as soon as possible and in any case in no more than three working days.

18 Weeds

The plot must be kept free of weeds.

19 Sprays

When using any sprays or fertilizers the Tenant must take all reasonable care to ensure that adjoining hedges, trees, paths and crops are not adversely affected, and must make good or replant as necessary should any damage occur. The Tenant must comply at all times with current regulations and legislation. All pesticides or chemicals kept on the plot must be stored safely and securely. Any pesticides or chemicals brought onto the Allotment are the sole responsibility of the Tenant.

The use of glyphosate is not permitted.

Section 3 – Buildings, Structures and Boundaries

20 Boundary Structures

The Tenant must do their best to keep any hedges, fences, ditches or gates, in or enclosing the site, or in adjoining land, in decent order. Any noticeboard on site must also be looked after. Where an allotment plot is next to a residential property any structure must be placed at least 1 metre away from the boundary of the property with no windows or openings overlooking the property. The Tenant must keep the area between the allotment plot and the residential property clear.

21 Fencing

The Tenant must not fence any part of their plot without written permission from the Council.

22 Buildings

Any building must have written permission from the Council. All buildings must be placed at least 30cm (1 foot) away from any path. Connection to services is not permitted. The Tenant is responsible for maintaining the building in good condition and for the removal of the building at the end of the tenancy. Buildings that will usually gain permission include a shed, a greenhouse and a poly tunnel. Any structure erected without the Council's permission may be removed without notice with the costs being recharged to the Tenant.

23 Sheds

Tenants will usually receive permission for one shed on their plot. The maximum size of any shed must be 1.83m by 2.44m (6 feet by 8 feet) except for plots of 2.5 rods (63 m²) or less, where the maximum size is 1.83m by 1.22m (6 feet by 4 feet). If an old shed is to be brought on site then the Council must be informed what the roof is made of – any felt roof must be replaced with brand new felt before it is brought on site.

24 Greenhouse

Tenants will usually receive permission for one greenhouse on their plot. The maximum size is 1.83m by 2.44m (6 feet by 8 feet). Any greenhouse near a path must be shielded on the path side from potential damage that may result from stones being flicked up when the path is strimmed. Glass panels must be properly maintained including measures to protect people from broken or damaged panels prior to repairs taking place. If an existing greenhouse is too close to a path the Council may require extra protective measures or that the greenhouse is moved.

25 Poly Tunnel

Tenants will usually receive permission for one poly tunnel on their plot. The maximum size is 2.44m by 3.05m (8 feet by 10 feet).

26 Taking Over From a Previous Tenant

If tools, buildings or other items are left by one Tenant and are taken over by the new Tenant then that Tenant accepts this is at their own risk and also accepts responsibility for ensuring that any necessary repairs are made and that they are kept in a good condition going forward.

27 Barbed Wire

Barbed wire is not permitted along any path set out by the Council within the site.

Section 4 – Site Responsibilities

28 Pathways

Pathways must be kept clear of plants, trees and any other materials. Temporary blocking of a path for the delivery of manure is allowed, but only with written permission from the Council. The Tenant is responsible for maintaining half the footway between allotment plots and any other verge adjoining the plot. The minimum width of the paths between allotments is 60cm (2 feet). Weedkiller must not be used on any of the footways, which are to be kept as grass.

29 Protected Animal or Reptile Species

If a protected species of animal or reptile is found on the allotment site, the Tenant must follow the law concerning the disturbance or protection of such species. Guidance for specific species subject to protection, for example slow worms, can be sought from the Council.

30 Bees

Any bees' nest found on the allotment site must be left undisturbed and the Council notified as soon as possible, and in any case within three working days.

31 Fuels

No combustible or pressurised fuels are to be stored on the allotment. There is no requirement to drain machines or tools when not in use.

32 Vehicles and Parking

Parking is only permitted in designated parking spots. Some sites may allow vehicle access to certain parts of the site but this will depend on both the weather and the time of year. Vehicles and trailers must not be left unattended and may be removed without notice by the Council with any associated costs being recovered from the Tenant. The Council accepts no responsibility whatsoever for damage to individuals or their vehicles, or for recovery costs, for anyone using any part of the allotment site.

33 Dogs

Any dogs brought on site must remain on a leash. It is the Tenant's responsibility to ensure that anyone they permit onto the site keeps their dogs on a leash. It is also the Tenant's responsibility to see that any fouling by any such dog is disposed of properly.

34 Children

The Tenant must ensure that any children brought onto the site are closely supervised at all times.

35 Bonfires

Bonfires should only be lit when necessary, and Tenants must attempt to keep the frequency of bonfires to a minimum.

Bonfires should only take place after 6pm when British Summer Time applies and after 4pm during the remaining part of the year. Check your bonfire for wildlife before lighting it.

Only clean and dry material of vegetable origin should be burnt. On no account should materials from outside the allotment be brought onto the site and burnt.

Burning should only take place when the wind is blowing in a suitable direction which will not carry smoke towards any neighbouring properties. Check weather conditions to ensure that you will not encounter significant wind.

Bonfires must not be left unattended or left to smoulder. Tenants must ensure that before leaving the bonfire it has been completely put out.

The environmentally friendly alternative of composting should be carried out where possible. Alternatively, green garden waste can be disposed of at Household Waste Recycling Centres.

Section 5 – General Rules

36 Nuisance and Annoyance

The Tenant will not cause any nuisance or annoyance to other tenants on site, or to the owners or occupiers of land next to the allotment site.

37 Entering another Tenant's plot (Trespass)

Tenants are not permitted to enter onto another plot without the express permission of that Tenant except in cases of emergency. In cases where a Tenant is going to be away from their plot for a while for any reason then an agreement can be reached with other tenants to maintain that plot. Any agreement must include details of who is permitted to enter the plot, and when the agreement will start and end, and must be communicated to the site representatives or the Council before it starts.

38 Theft

Any removal of crops, equipment or other items (including diseased crops) from another Tenant's plot without the express permission of that Tenant will be considered theft. As above, an arrangement allowing one or more other Tenants to harvest crops from a plot can be made. Any arrangement, including the people involved and the dates covered, must be communicated to the site representatives or the Council before it starts.

39 Alienation (Subletting)

The Tenant is not allowed to sublet the plot, assign any part of the plot to someone else to use, or part with possession of the plot or any part of it. This includes giving permission to another Tenant to grow crops on your plot.

40 Plot Numbers

All Tenants must display their plot number somewhere prominent and visible on their plot.

41 Adverts

Tenants must not display notices or adverts on the site.

42 Clear Access to Council Buildings

No building, semi-permanent structure, compost heap, trellis, fruit cage or similar is allowed to be placed within 1 metre of Council buildings. This is to ensure there is sufficient access to maintain the building.

43 Abuse

Abuse of anyone by a Tenant or anyone they have allowed to enter the site will not be tolerated.

44 Waste, Refuse and Removal of Material

All waste must be disposed of responsibly. With the exception of items necessary for cultivation and composting, and manure, no other material shall be deposited within the allotment site. Disposal of waste from the allotment will be through composting, by removal from the site or by depositing it in a receptacle provided for the purpose. It is not permitted to remove timber or trees from outside the plot, nor to take, sell or carry away any mineral, gravel, sand, earth or clay without written permission from the Council.

The Tenant must not allow soil, stones, weeds or other vegetable or plant matter to be deposited by anyone within the allotment site with the exception of bringing material in to compost on their own plot.

45 Legal Obligations

The Tenant shall at all times during the tenancy observe and comply fully with all acts; enactments; statutory instruments; local, parochial or other bylaws; and other orders or regulations affecting the Allotment or allotment site. The Tenant is also expected to comply fully with all laws, such as Health and Safety, which may affect the use of machinery on site, and to comply with the regulations set by Bishopstoke Parish Council regarding the use of Council machinery. These regulations are displayed on the Council website and in the storage shed where the Council machinery is kept.

Assets Committee - Clerk's report 23rd November 2021

Actions from previous meetings

ASSETS_2122_M01/10.4 Regarding the transfer of Sewall Drive assets
At the time of writing there had been no transfer of assets and no email from the Borough Council requesting Bishopstoke take over the assets has been received.

ASSETS_2122_M01/10.5 Regarding the Stoke Common Cemetery
At the time of writing there is no update as we await the results of the survey.

ASSETS_2122_M01/10.6 Regarding natural burials
The option of natural burials was included in the survey sent to residents in February.

ASSETS_2122_M02/17.5 Regarding projects for next year
There has been no further progress on these projects as other work has taken priority.

ASSETS_2122_M02/31.2 Regarding graffiti on virgin media cabinets
The Borough Council will attend urgently to remove offensive graffiti but general graffiti is considered less urgent. This usually only applied to Council assets.

ASSETS_2122_M03/33.3 Regarding Church Road play area
The specification has been passed to DB Consultancy Ltd to progress the work.

ASSETS_2122_M03/36.2 Regarding street furniture
The maps for Councillors to annotate are not yet available but should be ready by early April.

ASSETS_2122_M03/39.2 Regarding Jubilee projects
Quotes have been sought for the Jubilee benches on the footpaths around Strawberry Mead.

ASSETS_2122_M03/40.2 Regarding the allotment buildings at Underwood Road
Inspections have not yet taken place.

Recommendations from previous meetings

ASSETS_2122_M03/33.5 Regarding Sayers Road play area gates

Following an informal Council meeting on 11th January the Clerk agreed with their recommendation to move £3,000 from reserves to cover the cost of new play area gates at Sayers Road.

ASSETS_2122_M03/35.2 Regarding tree work at Underwood Road

Following an informal Council meeting on 11th January the Clerk agreed with their recommendation to move £5,000 from reserves to cover the cost of additional tree work at Underwood Road.

Asset Type	Asset	Issues	Project(s)	Priority	Project status	Next steps	Leader	Timeframe
Allotments	Bow Lake Gardens	Transfer from EBC outstanding	New allotment site	H		Continue regular checks for updates	DW	Unknown
Allotments	Bow Lake Gardens	Transfer from EBC outstanding	Community orchard	H		Continue regular checks for updates	DW	Unknown
Allotments	Sewall Drive	Transfer from EBC outstanding	New allotment site	H		Continue regular checks for updates	DW	Unknown
Allotments	Jockey Lane	No issues	No projects					
Allotments	Underwood Road	Allotment buildings old	Demolish Machine Shed Erect new allotment building Footprint of old building to be additional parking/ compost area	L	Awaiting estimates	Building inspections to be arranged	DW	By May
Buildings	Memorial Hall		Demolition	H	Awaiting Project Brief to be finalised by Working Group	WG meeting booked on 31st March	ST	
Buildings	Parish Office	Now closed		M		Files to be moved to new temporary office when available	Officers	Unknown
Buildings	Shears Mill	Investigate reasons for BPC maintaining grassed area	No projects	L		Research old paperwork	DW	When possible
Buildings	Y Zone			L	Awaiting restart of management committee meetings			Unknown
Cemetery	Bishopstoke Cemetery		Work on fencing and hedge		Complete			
Cemetery	Stoke Common Cemetery		Cemetery gates public art	M	Project agreed in 2017 by cemetery working group	Awaiting survey results	JW	Apr-22
Cemetery	Stoke Common Cemetery		Stoke Common Cemetery Layout and Regulations	H	Project brief agreed by Council Sept 2021 Survey sent to residents in Feb 2022	Comms WG to collate survey results	JW	Apr-22
Cemetery	Stoke Common Cemetery	Transfer from EBC outstanding	Cemetery extension	H		Continue regular checks for updates	JW	Unknown
Closed Graveyard	Old St Marys Churchyard	No issues	No projects					
Closed Graveyard	St Marys		Replace fencing with either new fence of hedges around border	H	Partially complete	CT to continue working on project	CT	Unknown
Closed Graveyard	St Marys		Moving various memorials to safe locations	H	Almost complete	Fencing being partially removed to allow access to remaining memorials	CT	End of March 22
Closed Graveyard	St Marys		Aerial survey on two trees	H	Quote accepted from Merrits	Awaiting results from JW	JW	End of March 22
Open Space	Brookfield	Transfer from EBC outstanding			Council to reconsider position?		DW	Summer 22
Open Space	Brookfield		Lowering hedge and moving benches	M	Complete bar hedge gap being filled and new gap created.	Fair Oak actioning ASAP	DW	End of March 22
Open Space	Brookfield		New picnic area to be created by play area	M	Quotes sought from Fair Oak and DB Consultancy	Assess quotes when received	DW	End of March 22
Open Space	Brookfield		Jubilee benches on footpath around East and South of estate	H	Quotes sought from Fair Oak and DB Consultancy	Assess quotes when received	DW	End of March 22
Open Space	Glebe Meadow	Bench damaged by fire				Bench removed		
Open Space	Glebe Meadow		New path across meadow	M	Added to Glebe Meadow project		ST	Unknown
Play Area	Brookfield		Update and improve using DC funding	M	Fair Oak and DB Consultancy providing quotes for "senior" seating around open space	Assess quotes when received	DW	End of March 22
Play Area	Church Road Play Area		Fencing	H	DB Consultancy progressing work	Await report from DB Consultancy	DW	Apr-22
Play Area	Church Road Play Area	Brambles encroaching onto pavement				Brambles cleared		
Play Area	Church Road Play Area		Update and improve using DC funding		All necessary work complete			
Play Area	Glebe Meadow		Replacement	M	Added to Glebe Meadow project		ST	Unknown
Play Area	Otter Close		Timber Trail	M	Ordered	Installation	DW	By end of May 2022
Play Area	Sayers Road	Low hanging limbs Hedge / tree line encroaching on neighbouring properties	Crown lift trees Maintain hedge / tree line	H	Booked for 16th March	Inspect completed work	DW	March 16th 2022
Play Area	Templecombe Road		Update and improve using DC funding		All necessary work complete			
War memorial	War memorial		Curved Railings Refurbishment		Complete			
Youth Facilities	Glebe Meadow Football Goal	No issues	Relocate	M	Added to Glebe Meadow project		ST	Unknown
Youth Facilities	Glebe Meadow Youth Facilities		Replacement	M	Added to Glebe Meadow project		ST	Unknown