

STOW BARDOLPH PARISH COUNCIL

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Mrs. V Howling
Clerk

Mr W Esse
Chairman

2nd September 2020

A virtual meeting of the Stow Bardolph Parish Council will be held on **Tuesday 8th September 2020 commencing at 7.30pm.**

All Councillors are summoned to attend.

The meeting will use Zoom video conferencing software. A link to join the meeting will be sent to all Councillors in a separate email.

Any member of the public wishing to join the meeting should contact the Clerk for joining details.

Vicki Howling

Mrs V Howling
Clerk

The Agenda is attached.

MEETING OF STOW BARDOLPH PARISH COUNCIL

Tuesday 8th September at 7.30pm

(Meeting to take place via video conferencing – please contact the Clerk for joining instructions)

Stow Bardolph Parish Council welcomes the public and press to its meetings. The public and press are able to address the Council during the Public Participation Session. However, the law does not permit members of the public and press to take part in the debates.

Agenda

1. To accept apologies for absence
2. To receive any Declarations of Interest in items on the agenda
3. To approve and sign the minutes of the meeting held 14th July 2020
4. To receive Clerk's report – update on matters arising from last meeting (for information only)
5. To receive updates from Borough and County Councillors
6. Open forum for Public Participation: an opportunity to hear from members of the public
7. To discuss any Highway Matters
 - a. To receive responses to items reported at last meeting
 - b. To report any new issues
 - c. To discuss Parish Partnership funding
 - d. To discuss other Highways matters, including correspondence
8. To discuss any Street Light Matters
 - a. To report any issues
 - b. To review energy supplier and compare costs
9. Planning Matters
 - a. To receive report from Planning Working Group (attached)
 - b. To receive new applications and make comment
 - c. To discuss other planning matters, including correspondence
10. Finances
 - a. To agree the payment of accounts
 - b. To discuss and agree requests for donations
11. To discuss and agree replacement of existing notice boards
12. To review Allotment Tenancies
 - a. To receive report from Working Party and agree any actions
 - b. To agree revised Tenancy Policy, Rules & Agreement
 - c. To approve the Allotment Risk Assessment
13. To notice the any correspondence received (for information only)
14. To receive items for the next meeting agenda

REPORT FROM PLANNING GROUP (agenda item 9a)

OUTCOME OF PREVIOUS APPLICATIONS

Application Number	Proposal	Decision
20/00551/O	Outline application for proposed two storey dwelling 227 The Drove Barroway Drove	Application Refused 9 July 2020 Delegated Decision

APPLICATIONS REVIEWED BY PLANNING GROUP

Application Number	Proposal	Planning Group Recommendation
20/01111/F	Proposed garage conversion and rear extension The Laurels The Causeway Stow Bridge	Support
20/01024/F	Change of use from an art studio and holiday home to a detached residential unit The Baptist Chapel 7A Gooding Close Stow Bridge	Object The property was subject to an enforcement order in 2015 which stated that the property should not be used as a residential dwelling due to the flood risk and the fact that the only access is via the river bank. The enforcement order is still in place and an application for a Lawful Development Certificate to confirm the property's use as an art studio and holiday home was refused for this reason. As these details remain unchanged, this property is not considered suitable for residential use

PLANNING APPLICATIONS TO BE CONSIDERED (agenda item 9b)

Application Number	Proposal
20/01228/O	OUTLINE APPLICATION ALL MATTERS RESERVED: Two detached dwellings and garages Land SE of 233 And NW 224 The Drove Barroway Drove
20/01217/CU	Change Of Use from B8 Storage to Sui Generis Personal Equestrian Arena 170A The Drove Barroway Drove

Stow Bardolph Parish Council Allotments Policy, Rules & Tenancy Agreement (Agenda item b)

Purpose of Document

The purpose of this document is to provide a guide to Stow Bardolph Parish Council's policy, rules and administration in relation the allotment land managed by the Council.

The document will be made available to members of the public when agreeing to take on an Allotment Tenancy and will also be available to view on the Council's website:

www.stowbardolphpc.info

The document will be reviewed every three years.

Aims

The aims of the Allotment Policy, Rules and Tenancy Agreement are:

- To have clear and transparent processes for the operation of Stow Bardolph Parish Council Allotments
- To provide equitable access to the Allotments for residents of Stow Bardolph
- To ensure fair and consistent treatment of all Allotment Tenants

Objectives

In managing the Allotment land, Stow Bardolph Parish Council will:

- Communicate clearly with Allotment Tenants on all issues regarding Allotment land
- Provide fair and consistent treatment of all Allotment Tenants
- Undertake fair enforcement where rules are not followed
- Strive to ensure that all plots are utilised and maintained

Location of Allotment Land

Stow Bardolph Parish Council manages approximately 64 acres of Allotment Land in Stow Bridge and Barroway Drove (full details and exact locations can be obtained by contacting the Clerk).

Administration

People who wish to be considered for an Allotment Tenancy should apply in writing to the Parish Clerk (details can be found on the Council website: www.stowbardolppc.info).

A waiting list of people wishing to rent an Allotment or change their existing plot will be maintained by the Parish Clerk.

All tenants shall receive a copy of the Policy, Rules and Tenancy Agreement and sign a Tenancy Agreement prior to becoming an Allotment Tenant.

Rents

The rent for each Allotment is charged annually in advance and becomes payable before the end of September each year.

Allotment Holders who wish to move to another plot can only do this at renewal time i.e. September.

Allotment Holders will be issued with an invoice each year in early September.

Rents are reviewed annually by the Council periodically. Any decision to increase the rents will comply with the requirements of the Allotments Act 1950 and tenants will be notified 12 months before the increase is implemented.

Allotment Allocation

When an Allotment becomes available, it will be offered to existing tenants and applicants on the waiting list in the following order of priority:

- The existing tenant of an adjacent plot
- The first name on the waiting list of any existing tenants who wish to change plots and have applied in writing for the change
- The first name on the waiting list of prospective new tenants

If there are no people already on a waiting list, the plot will be advertised locally via newsletters, the Council website and social media. The plot will then be offered to the first name drawn in a ballot of those applying to the advertisement by the date requested.

In the event of an Allotment Holder passing away, the Allotment Tenancy is deemed to have been terminated.

Tenancy Rules

Stow Bardolph Parish Council Allotment Tenants shall comply with the following Rules:

1. The Tenant shall have their main residence and/or business (or place of work) within a three-mile radius of the parish of Stow Bardolph.
2. The Tenant shall pay the rent in accordance with the terms of the Tenancy Agreement.
3. The Tenant shall not sub-let, assign or part with possession of the Allotment Land or any part of it.
4. The Tenant shall reimburse the Council for any expenses incurred in maintaining the land e.g. flail mowing.
5. The tenant shall keep the Allotment Land free from safety hazards by adhering to the procedures set out in the Risk Assessment provided by Stow Bardolph Parish Council.
6. The Tenant will keep the Allotment Land in a good state of cultivation and fertility.
7. The Tenant must not use or manage the plot in such a manner as to give rise to nuisance to any other tenants, neighbouring land or properties, or to other members of the public.
8. Bonfires are permitted for the disposal of waste arising from the plot and the tenant is permitted to bring material onsite to allow for the construction, ignition and efficient combustion of such a bonfire. Care must be taken not to give rise to a nuisance from smoke or fumes and such bonfires must be supervised at all times whilst alight.
9. The keeping of livestock of any kind is not permitted on Allotment Land.
10. The planting of trees and/or fruit bushes is not permitted on Allotment Land.
11. No sheds, buildings or constructions of any description shall be erected on the Allotment Land without the written consent of Stow Bardolph Parish Council.
12. Any Tenant who wishes to terminate tenancy of all or part of their Allotment Land should do so by writing to the Parish Clerk giving not less than 12 months notice.

Tenancy Agreement

Agreement between Stow Bardolph Parish Council (“the Council”) and

..... (“the Tenant”)

in relation to tenancy of an Allotment Land at

WHEREBY

The Council agrees to let and the Tenant agrees to rent the specified Allotment at the prevailing rent set by the Council and subject to the following conditions:

Stow Bardolph Parish Council shall:

1. Ensure that each plot is free of any safety hazards, e.g. broken glass or scrap metal, etc. at the end of a tenancy before allocating it to a new tenant.
2. Be entitled to enter and inspect the Allotment Land at any time
3. Pay the drainage rate charges relating to the Allotment Land.
5. Review the Allotment rentals from time to time and give tenants twelve months notice of any changes.
6. Terminate the tenancy agreement after one month’s notice if the rent has not been paid within 40 days of the end of the due month.

The Tenant shall abide by the Tenancy Rules (as set out in this document)

If the Tenant is deemed to be failing to abide by the Tenancy Rules, Stow Bardolph Parish Council shall notify the Tenant that they have one month to comply with the required conditions. If after one month, the Tenant has failed to comply then they will be deemed to be in breach of this agreement and Stow Bardolph Parish Council may terminate the tenancy agreement.

Signed by(Tenant) on(date)

Signed by(Clerk to the Council) on.....(date)