

Public Document Pack

SALTASH TOWN COUNCIL

Minutes of the Meeting of the Services Committee held at the Guildhall on Thursday 12th September 2024 at 6.30 pm

PRESENT: Councillors: R Bickford (Chairman), J Brady (Vice-Chairman), R Bullock, S Gillies, S Martin, S Miller, L Mortimore, J Peggs, B Samuels, P Samuels and B Stoyel.

ALSO PRESENT: S Burrows (Town Clerk / RFO), I Bovis (Service Delivery Manager) and D Joyce (Administration Officer).

APOLOGIES: J Dent, M Griffiths and D Yates.

43/24/25 HEALTH AND SAFETY ANNOUNCEMENTS.

The Chairman informed those present of the actions required in the event of a fire or emergency.

44/24/25 DECLARATIONS OF INTEREST:

a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.

None.

b. The Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.

None.

45/24/25 PUBLIC QUESTIONS - A 15-MINUTE PERIOD WHEN MEMBERS OF THE PUBLIC MAY ASK QUESTIONS OF THE TOWN COUNCIL.

None received.

46/24/25 TO RECEIVE AND APPROVE THE MINUTES OF THE SERVICES COMMITTEE HELD ON 13 JUNE 2024 AS A TRUE AND CORRECT RECORD.

Please see a copy of the minutes on the STC website or request to see a copy at the Guildhall.

It was proposed by Councillor Brady, seconded by Councillor P Samuels and **RESOLVED** that the minutes of the Services Committee held on 13 June 2024 were confirmed as a true and correct record.

47/24/25 **TO RECEIVE THE SERVICES COMMITTEE BUDGET STATEMENT AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.**

It was proposed by Councillor Bickford, seconded by Councillor Brady and **RESOLVED** to note the budget statements and approve:

1. To vire £1,700 from 7100 LO Rates - Longstone to 6526 SE Tools, Equipment & Materials (Store & All Areas) due to not enough budgeted for 2024/25;
2. To vire £3,436 from 7100 LO Rates – Longstone to 6531 SE Public Toilet Commercial Cleaning due to increase in contract due to higher than anticipated minimum wage costs.
3. To vire £1,000 from 7100 LO Rates - Longstone to 7110 LO General Repairs & Maintenance – Longstone due to not enough budgeted for 2024/25;
4. To vire £1,000 from 7101 LO Water Rates - Longstone to 6524 SE Vehicle Maintenance and Repair Costs due to not enough budgeted for 2024/25.

48/24/25 **TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE RECEIVED.**

Nothing to report.

49/24/25 **TO RECEIVE RECOMMENDATIONS FROM THE TOWN VISION SUB COMMITTEE AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.**

Members received the recommendation from the Town Vision Sub Committee to review and develop their Strategic Priorities against their 'Actions' and to consider a number of recommendations.

The Town Clerk provided an overview of the overarching Strategic Priorities set by the Town Council as the corporate body.

The Town Clerk drew Members attention to the deliverables and actions presented for review at this evening's meeting.

Members reviewed the recommendation for amendments to the

Services Committee's deliverables and actions.

It was proposed by Councillor Bickford, seconded by Councillor Martin and **RESOLVED** to approve the amendments to the Services Committee Business Plan Deliverables as follows and attached;

- a. Remove under 'Boosting Jobs and Economic Prosperity' the 'Aim' – To invest in Town Council employees – due to the 'Aim' not fitting within the Committee's Terms of Reference, the 'Aim' is covered by the Personnel Committee;
- b. Remove under 'Health and Wellbeing' the 'Aim' – Maintain, promote and reinvest in Town Council play parks and recreational areas – due to duplication of the same 'Aim' under the 'Recreation and Leisure' Strategic Priority;
- c. Refer under 'Climate and Emergency' the 'Aim' – Continue to partake in No Mow May initiative to strategic areas – due to it fitting better under the 'Actions' of – Support community initiatives for tree planting and wildflower meadows;
- d. Amend under 'Climate and Emergency' the 'Aim' – Continue to implement sustainable, non-toxic grounds maintenance methods – to cover all environmental matters to - Continue to implement sustainable grounds maintenance methods and good environmental practices;
- e. Remove under 'Climate and Emergency' the 'Aim' – Seek further environmentally friendly alternatives for groups maintenance works within the Town Council Service Delivery Department – due to duplication of the 'Aim' – Continue to implement sustainable grounds maintenance methods and good environmental practices;
- f. Refer under 'Climate and Emergency' the 'Aim' – Continue to be hedgehog friendly – due to it fitting better under the 'Actions' of - Continue to implement sustainable grounds maintenance methods and good environmental practices;
- g. Refer under 'Recreation and Leisure' the 'Aim' – Promote mental health and wellbeing via the Town Council website to 'Health and Wellbeing' because the 'Aim' fits better under that Strategic Priority.

The Town Clerk requested Members further input into the deliverables.

Members discussed the deliverables, actions and scores and how the Services Committee can achieve their aspirations over the next three years.

It was proposed by Councillor Bickford, seconded by Councillor Miller and **RESOLVED** to approve the Services Committee Business Plan

Deliverables as attached with the following amendments:

1. Strategic Priority 5 - Climate Emergency the 'Action' under the 'Aim'
To continue to implement sustainable grounds maintenance methods and good environmental practices – Continue to partake in the No Mow May initiative to strategic areas be amended to – Continue to partake in the Low Mow May initiative to strategic areas;
2. Strategic Priority 5 – Climate Emergency - Members felt the score of 3 for quarter 1 was high and agreed to decrease to 2 for the 'Aim' -
To continue to implement sustainable grounds maintenance methods and good environmental practices;
3. Strategic Priority 6 – Recreation and Leisure - Members felt the score of 3 for quarter 1 was high and agreed to decrease to 2 for the 'Aim' - Continue to provide pontoon facilities allowing access to the river and support better connectivity to neighbouring areas.

50/24/25

TO RECEIVE REPORTS FROM THE SERVICE DELIVERY DEPARTMENT AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

a. Departmental Report;

Members received and discussed in length various items contained within the circulated report.

Items discussed included, but not limited to, removal of the Pillmere wilding and wildflower area sign and to consider better fixing, Ann Glanville speech recorder voice box and the opening hours of the public conveniences requiring review.

Members wished to thank the Assistant Service Delivery Manager for his professional work installing the Isambard House kitchen. Well done!

It was proposed by Councillor Bickford, seconded by Councillor Brady and **RESOLVED:**

1. To note the report;
2. To create a QR code linking to the Town Council website for Ann Glanville voiceover in replace of the speech recorder voice box;
3. The Service Delivery Department to continue to clean the Borough

War Memorial, as required, using the same method of soap and water.

b. Grounds Maintenance Works;

It was **RESOLVED** to note.

c. Work Request Log;

It was **RESOLVED** to note.

d. Vandalism and Anti-Social Behaviour Report;

It was **RESOLVED** to note.

e. Statutory and Mandatory Building Asset Checks.

It was **RESOLVED** to note.

51/24/25 **TO RECEIVE AN AMENDMENT TO THE TOWN COUNCIL JUBILEE PONTOON MOORING AGREEMENT AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.**

The Chairman provided a brief verbal summary of the changes to the Town Council Jubilee Pontoon Mooring Agreement, highlighting the amendments aimed at protecting the Town Council and potentially increasing revenue from the Pontoon whilst maintaining full capacity.

Members discussed the amendments.

It was proposed by Councillor Bickford, seconded by Councillor Miller and **RESOLVED** to approve the amendments to the Town Council Jubilee Pontoon Mooring Agreement, as attached, with immediate effect.

52/24/25 **TO RECEIVE AMENDMENTS TO THE ALLOTMENT POLICY AND CONSIDER ANY ACTIONS.**

The Town Clerk briefed Members on the amendments to the policy and tenancy agreement and drew Members' attention to the two template letters contained within the circulated reports pack.

It was proposed by Councillor Miller, seconded by Councillor Gillies and resolved to **RECOMMEND** approving the amendments and additions to the Allotment Policy to Full Council to be held on 3 October 2024 (as attached).

53/24/25

TO RECEIVE A REPORT ON THE JUBILEE PONTOON FUNDUS AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

The Chairman provided a verbal overview of the report received and contained within the circulated reports pack.

Members discussed the need for expertise in negotiations with the Duchy of Cornwall and agreed that Cornwall Council should lead the negotiations, ensuring clear communication with the Town Council at every stage.

The Town Clerk spoke of communications with Cornwall Council and has highlighted the Town Council's limited income against high operating expenditure at the Jubilee Pontoon.

It was proposed by Councillor Bickford, seconded by Councillor Brady and **RESOLVED:**

1. To approve in principle option 1:
 - a. That Cornwall Council negotiates and enters into a Lease with the Duchy of Cornwall for the fundus which is then immediately assigned to Saltash Town Council (STC) on completion;
 - b. All Lease terms would be agreed in consultation with STC so Cornwall Council will not be agreeing to terms STC is unhappy with;
 - c. Cornwall Council to grant a Lease of its land currently comprised in the Tenancy at Will, the pontoon and other land on the green currently used by STC to tie in with the term dates of the Duchy Lease;
 - d. Upon completion STC will then have long-term management control over this area;
 - e. Cornwall Council requests the Duchy to provide STC with a Lease term of 99 years;
2. To delegate to the Town Clerk to work on behalf of the Town Council to ensure that all negotiations include the Town Clerk to avoid negotiations that the Town Council won't agree to;
3. Cornwall Council to cover STC legal fees.

54/24/25

TO RECEIVE A REPORT ON THE SALTASH FERRY SERVICE AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Members received the report and data contained and circulated within the reports pack.

Members welcomed the request from the successful ferry service operated by Plymouth Boat Trips and discussed landing charges, considering the potential impact on trusted boat scheme users and the ferry service costs for the upcoming season.

Members noted that vandalism and anti-social behavior incidents had seen a decrease since the ferry had been in operation this summer.

It was proposed by Councillor Stoyel, seconded by Councillor B Samuels and **RESOLVED**:

1. To approve Plymouth Boat Trips free landing charges of Jubilee Pontoon for the season 2025 (1 April 2025 to 30 September 2025, extending the service for weekends in October and October half term);
2. Subject to relevant insurance certificates and RAMS provided and approved by the Town Clerk;
3. To further review for the season 2026 Jubilee pontoon landing charges for discussion with Plymouth Boat Trips.

55/24/25

TO RECEIVE AN UPDATE ON THE COMMUNITY INFRASTRUCTURE LEVY PROJECTS AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE:

- a. Third Round of Funding - Pillmere Play Park Provisions;

The Town Clerk provided a brief update on the project's progress.

It was **RESOLVED** to note.

- b. Fourth Round of Funding - Saltash Waterside Improvement Project.

The Town Clerk provided a summary of the application for the fourth round of CIL funding, confirming the application had been submitted to Cornwall Council and confirmed as received. The expected response date is November 2024.

It was **RESOLVED** to note.

Members expressed their gratitude to the Town Clerk for her hard work on both funding projects.

56/24/25

TO RECEIVE A REPORT ON THE 2024 CHRISTMAS LIGHTS DISPLAY AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

The Town Clerk reported a lack of applications for the Christmas Lights Display tender, noting that while contractors had shown interest, feedback after the deadline indicated no contractor was willing to adopt the Town Council's existing decorations in their proposals.

The Town Clerk further reported that the maximum budget of £28,500 was incorrectly added to the tender when the cost budgeted over three years was £90,000.

Members discussed the options presented in the report contained within the reports pack.

It was proposed by Councillor Stoyel, seconded by Councillor Peggs and **RESOLVED:**

1. To appoint Company C to deliver option 2 for a one-year period at a cost of £10,579 to be allocated to budget code 6572 EMF Festive Lights subject to relevant insurance certificates and RAMS being received and approved by the Service Delivery Manager;
2. To delegate to the Service Delivery Manager to manage call outs and lamp replacements, working within budget 6515 Festive Lights Maintenance;
3. To delegate to the Town Clerk to issue a tender for the Christmas Light Display 2025 in January to allow sufficient time for bids;
4. To review the tender amount budgeted over a three year period at the Services Committee meeting to be held on 10 October 2024.

57/24/25

TO RECEIVE A REPORT ON TOWN COUNCIL CHRISTMAS TREES AND FLAGS 2024 AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Members discussed the report received and contained in the circulated reports pack.

Members requested thanks be given to Radland Haulage for kindly offering to install Christmas trees free of charge for the year 2025.

Members discussed the environmental aspects of procurement of Christmas flags, current available flagpole fittings and permissions required for additional flagpole locations.

Councillor Bullock gave her apologies and left the meeting.

It was proposed by Councillor Bickford, seconded by Councillor Brady and **RESOLVED**:

1. To appoint Company C at a cost of £725 to supply two 25ft Spruce Christmas trees for the Waterside and Victoria gardens allocated to budget code 6515 Festive Lights Maintenance and Electricity;
2. To approve £100 to cut down the trees and transport to Green Waste Recycling allocated to budget code 6515 Festive Lights Maintenance and Electricity;
3. To appoint Radland Haulage to install the Christmas trees on 7 November 2024 and remove on 6 January 2025, free of charge;
4. To purchase Christmas tree fairy lights at a cost of £250 allocated to budget code 6572 EMF Festive Lights;
5. To approve the application to apply for a Highways Limits License at a cost of £100 to safely manage the traffic during installation of Christmas trees;
6. To upgrade Victoria Gardens electrical fuse box, cupboard door and install additional sockets to support future events at a maximum cost of £700, subject to Cornwall Council approval, as the landowners, allocated to budget code 6588 EMF Victoria Gardens;
7. To purchase 30 Christmas flags at a maximum cost of £200 to be allocated to budget code 6519 Flags and Bunting, working within the Town Council's environmental policy and Business Plan;
8. To delegate to the SDM to seek approval from Fore Street building owners for STC to install missing flag poles and fixings to their building reporting back at a future Services Committee meeting.

58/24/25 **TO RECEIVE A REPORT ON THE 2024 CHRISTMAS LIGHT SWITCH ON EVENT AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.**

Members received and discussed the report contained and circulated within the reports pack.

It was **RESOLVED** to note.

59/24/25 **TO RECEIVE A REPORT FROM SALTASH ENVIRONMENTAL ACTION AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.**

Members discussed the report received and contained within the reports pack.

The SDM is due to meet with SEA and further discuss the works being undertaken at Elwell Woods.

It was proposed by Councillor Bickford, seconded by Councillor Gillies and **RESOLVED:**

1. To note the report;
2. To delegate to the SDM to work with SEA to assist with maintenance at Elwell Woods within existing service delivery resources;
3. To **RECOMMEND** to the Devolution Sub Committee to consider the planting of a Christmas tree at the time of reviewing plans for Victoria Gardens.

Members extended their thanks to SEA for their ongoing hard work and support.

60/24/25 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.

61/24/25 TO CONSIDER ANY ITEMS REFERRED FROM THE MAIN PART OF THE AGENDA.

None.

62/24/25 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

To resolve that the public and press be re-admitted to the meeting.

63/24/25 TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.

It was proposed by Councillor Bickford, seconded by Councillor Brady and **RESOLVED** to issue the following Press and Social Media Releases:

1. 2024 Christmas Light Display;

2. 2024 Christmas Light Switch On;
3. Thank you to Radland Haulage;
4. 2025 Ferry Service in partnership with Plymouth Boat Trips.

DATE OF NEXT MEETING

Thursday 10 October 2024 at 6.30 pm

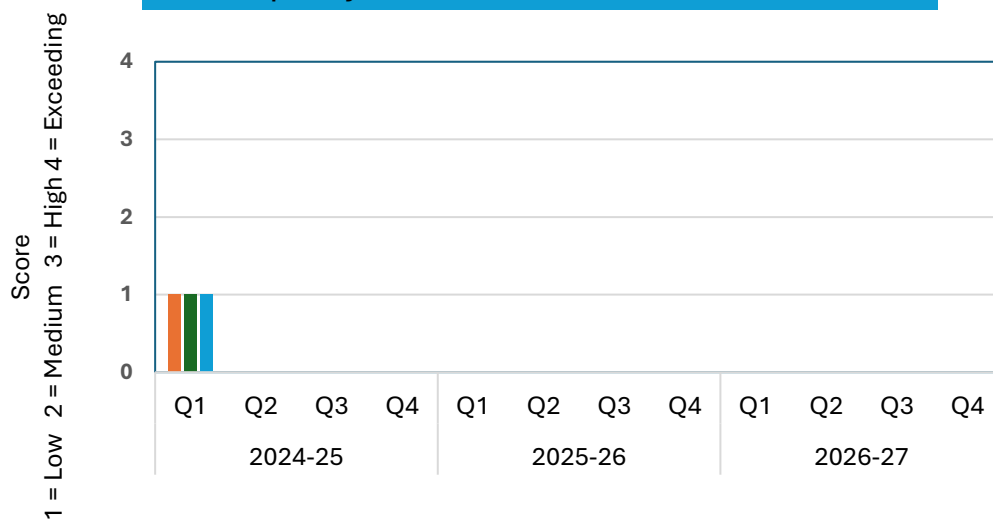
Rising at: 8.35

Signed: _____
Chairman

Dated: _____

Strategic Priority 1 - Boosting Jobs and Economic Prosperity		Aims of the Services Committee	What does success look like?	Actions	Score (1 = Low 2 = Medium 3 = High 4 = Exceeding)	2024-25			
						Q1	Q2	Q3	Q4
		Continue to work with key stakeholders in the devolution of asset process with an increase of Town Council staffing levels, if required;	<p>To work in partnership with Cornwall Council to improve the Waterside area</p> <p>To devolve Victoria Gardens and Maurice Huggins Room to the Town Council</p> <p>Secure Service Level Agreements with key stakeholders to make the town more attractive and welcoming, whilst continuing to build and maintain positive working relationships</p>	<p>Start the devolution process of Victoria Gardens and Maurice Huggins Room</p> <p>Sign Leases with Cornwall Council</p> <p>Sign Service Level Agreements with outside organisations and undertake additional duties required</p> <p>Personnel Committee to consider additional resources as instructed by the Town Clerk as required</p>	1	1			
		Improve facilities and quality of life by continuing to maintain our public conveniences and to invest in accessible public conveniences	<p>All Town Council public conveniences to be accessible</p> <p>Improvements to all Town Council public conveniences</p> <p>Dementia friendly</p> <p>Saltash Neighbourhood Development Plan</p>	<p>Property Maintenance Sub Committee to investigate public convenience improvements and associated cost to form part of the five-year maintenance plan</p> <p>Property permissions to be ascertained if required</p> <p>Refer to the Saltash Neighbourhood Development Plan for guidance on the need for public conveniences</p> <p>Construction designs to be investigated by the Town Council Building Surveyor</p> <p>Funding to be explored to support all or some of the associated cost</p> <p>Public consultations to be held to seek evidence of need in the community</p> <p>To install dementia friendly signage to all Town Council public conveniences</p>	1	1			
		Continue to promote Saltash as a vibrant and welcoming visitor destination by reinvesting and working in partnership with key stakeholders in key areas such as Victoria Gardens, the Town Centre, and future Waterside projects.	<p>Increase visitor numbers and enhanced visitor experiences</p> <p>Improve community engagement marketing and promotion</p> <p>Infrastructure improvements</p> <p>Saltash Neighbourhood Development Plan</p>	<p>Refer to the Saltash Neighbourhood Development Plan for guidance on a vibrant and healthy community</p> <p>Build relationships with community organisations and businesses via community engagement</p> <p>Encourage Saltash Town Team to progress with a Town Centre accessibility audit and Cornwall Council street audit to better improve our town</p> <p>Expand on the floral display in Saltash by planting a wider selection of evergreens together with colourful plants across all Town Council land/property and increase open green spaces where possible</p> <p>Quartly Town Council premises washdown of surfaces to keep the exterior of the building looking presentable at all times</p> <p>Application of algaecide to Town Council premises to keep maintenance cost to a minimal</p> <p>Enhance the Town Council's Christmas lights providing a spectacular display</p> <p>Promote the town in 'It's Your Neighbourhood' and 'Britain in Bloom' competitions to encourage residents and businesses to partake and support each other</p> <p>Utilise the Town Council's website and social media to promote the work of the Service Delivery Department</p>	1	1			

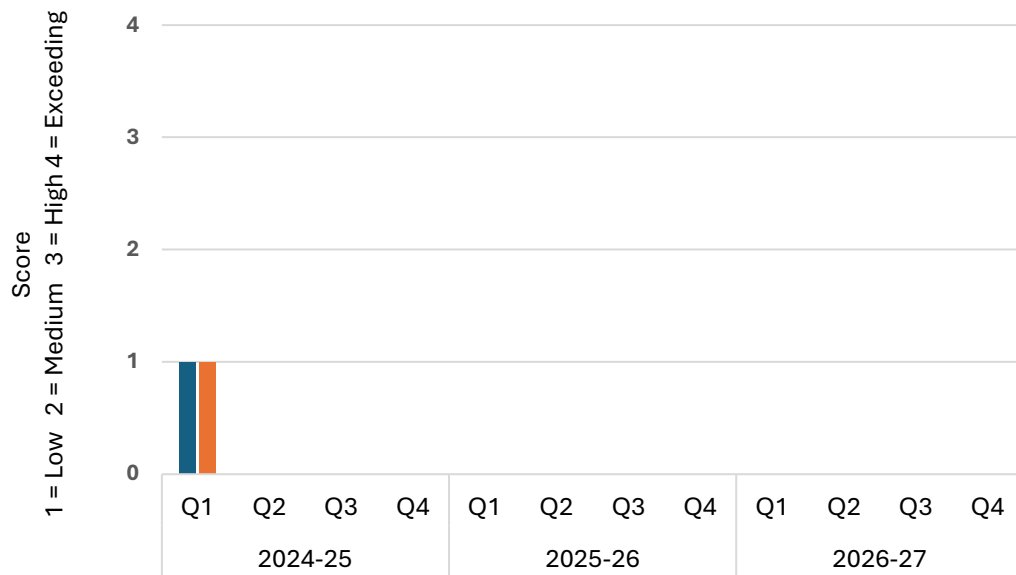
Business Plan
Strategic Priority 1 - Boosting Jobs and Economic Prosperity Aims of the Services Committee



- Continue to work with key stakeholders in the devolution of asset process with an increase of Town Council staffing levels, if required;
- Improve facilities and quality of life by continuing to maintain our public conveniences and to invest in accessible public conveniences
- Continue to promote Saltash as a vibrant and welcoming visitor destination by reinvesting and working in partnership with key stakeholders in key areas such as Victoria Gardens, the Town Centre, and future Waterside projects.

Strategic Priority 2 - Health and Wellbeing		Aims of the Services Committee	What does success look like?	Actions	Score (1 = Low 2 = Medium 3 = High 4 = Exceeding)	2024-25			
						Q1	Q2	Q3	Q4
		Provide, maintain and support mental health and wellbeing with street furniture and green public spaces	<p>Improved public green spaces for everyone to use</p> <p>Maintain Town Council owned street furniture to a high standard</p> <p>Provide where required additional street furniture in consultation with the public as evidence of need</p> <p>Keep the town looking it's best at all times</p> <p>Saltash Neighbourhood Development Plan</p>	<p>Refer to the Saltash Neighbourhood Development Plan for guidance on improving public realm</p> <p>Support Saltash Town Team with additional community open spaces inclusive of parklets and markets</p> <p>Carry out regular maintenance checks of all Town Council owned street furniture, ensuring it is kept to a high standard and is included in the asset register</p> <p>Install hanging baskets and expand further on the Waterside, Lower Fore Street, Victoria Gardens and Isambard House</p> <p>Install mental health organisation plaques to Town Council benches to help support our residents and visitors</p> <p>Promote mental health and wellbeing via the Town Council website</p>	1	1			


**Business Plan Strategic Priority 2 -
Health and Wellbeing
Aims of the Services Committee**



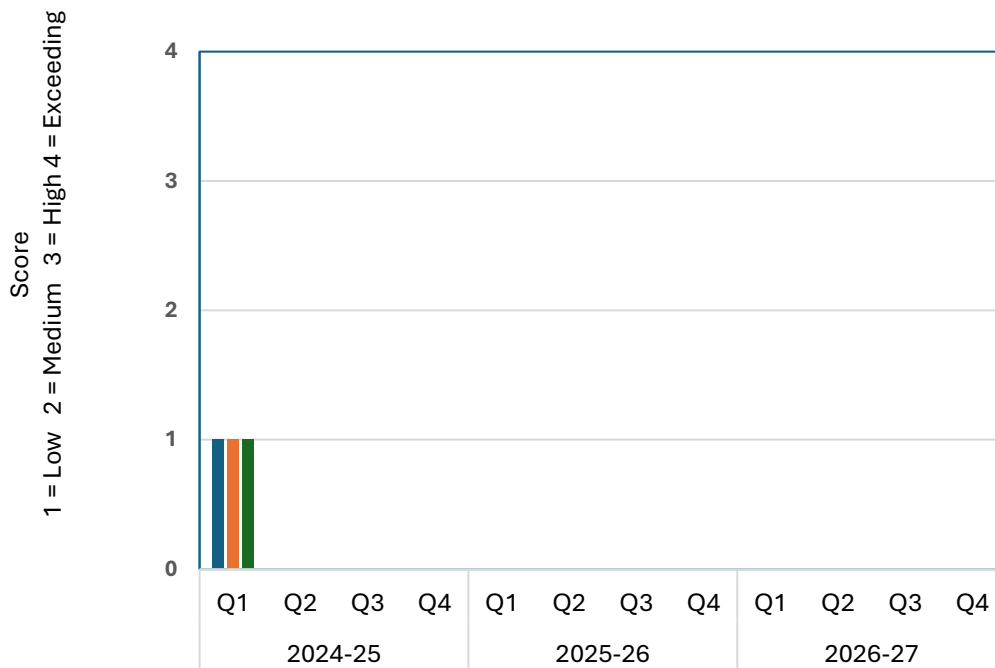
■ #REF!

■ Provide, maintain and support mental health and wellbeing with street furniture and green public spaces


Strategic Priority 3 - Housing		Aims of the Services Committee
	To ensure Saltash has a balanced range of high quality and affordable housing by working in partnership with Cornwall Council	The Services Committee recognised strategic priority 3 - Housing did not fit within the remit (Terms of Reference) of the committee

Strategic Priority 4 - Travel and Transport		Aims of the Services Committee	What does success look like?	Actions	Score (1 = Low 2 = Medium 3 = High 4 = Exceeding)	2024-25			
						Q1	Q2	Q3	Q4
	To work with key stakeholders to support access to affordable, accessible and sustainable transport in Saltash and the rural and urban areas, and promote walking and cycling.	Continue to investigate and implement where possible a sustainable Town Council fleet of vehicles	<p>Investigate sustainable vehicles</p> <p>Install EV charging stations on Town Council owned property as required</p> <p>All Town Council vehicles to be electric or hybrid</p> <p>Saltash Neighbourhood Development Plan</p>	<p>Refer to the Saltash Neighbourhood Development Plan for guidance on sustainable transport</p> <p>Conduct a detailed survey of the current working vehicles and their usage</p> <p>Investigate suitable working vehicle options for the future and ascertain associated cost</p> <p>Research regulations and explore any funding opportunities for EV charging stations / vehicles</p> <p>Obtain permissions from the landowner to install EV charging stations as required</p> <p>Promote the investment of a Town Council electric fleet</p>	1	1			
		Promote and encourage walking and cycling routes in the community	<p>Support, promote and encourage walking and cycling routes in Saltash and neighbouring areas</p> <p>Less vehicles on the road, increase in bikes and by foot</p> <p>Saltash Neighbourhood Development Plan</p>	<p>Refer to the Saltash Neighbourhood Development Plan for guidance on a walking and cycling environment</p> <p>Work with outside organisations such as Cornwall Council and sustrans to promote, increase signage and enhance cycling routes</p> <p>Conduct surveys and collect data on current usage, potential routes, and areas needing improvement</p> <p>Identify and participate in cycling and walking campaigns suitable for Saltash</p>	1	1			
		Support access and improved connectivity from Saltash to Plymouth and neighbouring Towns and Parishes	<p>Improved connectivity</p> <p>Increase in tourism</p> <p>Improved traffic</p> <p>Saltash Neighbourhood Development Plan</p>	<p>Refer to the Saltash Neighbourhood Development Plan for guidance on improved and sustainable connectivity</p> <p>Work in partnership with local businesses / Chamber of Commerce to increase connectivity</p> <p>Work in partnership with Plymouth Boat Trips, Saltash Red Bus, Stagecoach, Go Cornwall Bus, Tamar Bridge to improve connectivity</p> <p>Promote Saltash as a tourism destination on the map</p> <p>Conduct surveys to ascertain the areas that require improved connectivity</p>	1	1			

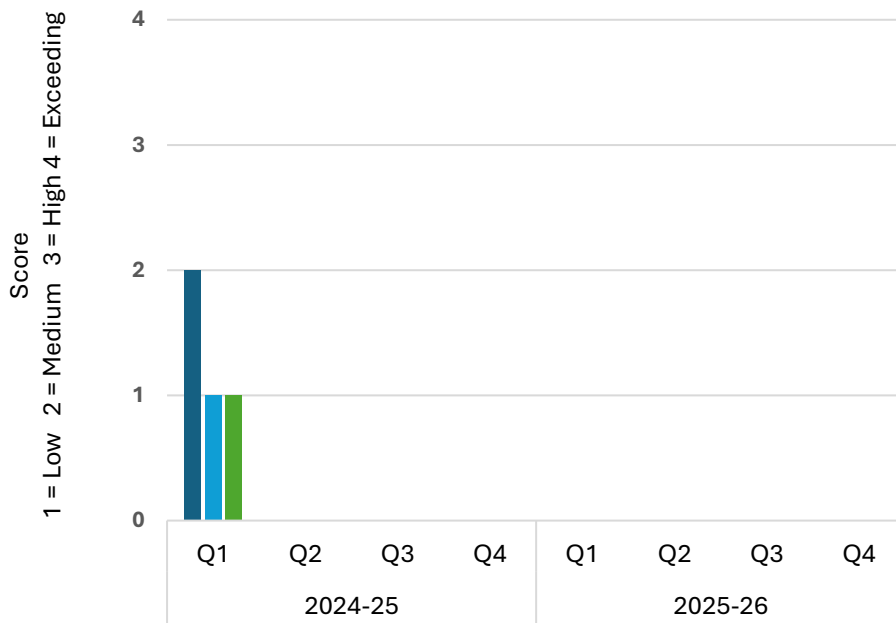
Business Plan
Strategic Priority 4 - Travel and Transport
Aims of the Services Committee



- Continue to investigate and implement where possible a sustainable Town Council fleet of vehicles
- Promote and encourage walking and cycling routes in the community
- Support access and improved connectivity from Saltash to Plymouth and neighbouring Towns and Parishes

Strategic Priority 5 - Climate Emergency		Aims of the Services Committee	What does success look like?	Actions	Score (1 = Low 2 = Medium 3 = High 4 = Exceeding)	2024-25			
						Q1	Q2	Q3	Q4
	To continue to acknowledge a climate emergency and to bring forward a local climate change strategy.	To continue to implement sustainable grounds maintenance methods and good environmental practices.	<p>Avoiding the use of pesticides and herbicides and not using toxic chemicals in any Town Council grounds maintenance work</p> <p>Sustainable methods of weed removal</p> <p>Continue to be environmentally and hedgehog friendly</p> <p>Successful and improved participation in 'low mow may' initiative</p> <p>Recycle as much green waste as possible</p> <p>Where possible, adopt sustainable watering techniques</p> <p>Implement environmentally friendly alternatives to grounds maintenance</p> <p>Saltash Neighbourhood Development Plan</p>	<p>Refer to the Saltash Neighbourhood Development Plan for guidance to protect and enhance the natural environment</p> <p>Use mechanical and manual weed pulling methods</p> <p>Investigate organic herbicides if required</p> <p>Create composte areas for disposal of green waste</p> <p>Regular monitoring and maintenance to assist with weed control</p> <p>Educate in relation to being hedgehog friendly when undertaking grounds maintenance work</p> <p>Register as a Hedgehog Hero with the British Hedgehog Preservation Society</p> <p>Continue to be Hedgehog Friendly</p> <p>Partake in 'low mow may' with clear promotion to the community outlining the strategic areas, without comprising safety, access, and equipment damage due to length of grass areas</p> <p>Continue with 'low mow may' through the Summer season until areas require attention</p>	2	2			
		Support community initiatives for tree planting and wildflower meadows	<p>Community engagement in tree planting initiatives and wildflower meadows</p> <p>Saltash Neighbourhood Development Plan</p>	<p>Refer to the Saltash Neighbourhood Development Plan for guidance to protect and enhance the natural environment</p> <p>Work in partnership with local organisations, schools and businesses to identify suitable areas to plant trees and wildflowers</p> <p>Use social media, press releases and notice boards to raise awareness</p> <p>Order appropriate signage informing the public of new wildflower meadows</p> <p>If suitable on Town Council owned land plant trees and create additional wildflower meadows</p> <p>Continue to partake in the Low Mow May initiative to strategic areas</p>	1	1			
		Continue to support and partake in the Plastic Free Community pledge	<p>Educate the community, councillors and staff on the detrimental effects of single use plastics</p> <p>Continue to be a plastic free Town Council</p> <p>Encourage local businesses and organisations to take the pledge to be a plastic free champion</p>	<p>Use social media, press releases and notice boards to raise awareness</p> <p>Pledge to stop using single use plastics and consider this when procuring Town Council assets</p> <p>Promote to local businesses the detrimental effects single use plastic has on the environment and the Waterside town of Saltash</p>	1	1			

Business Plan
Strategic Priority 5 - Climate Emergency
Aims of the Services Committee



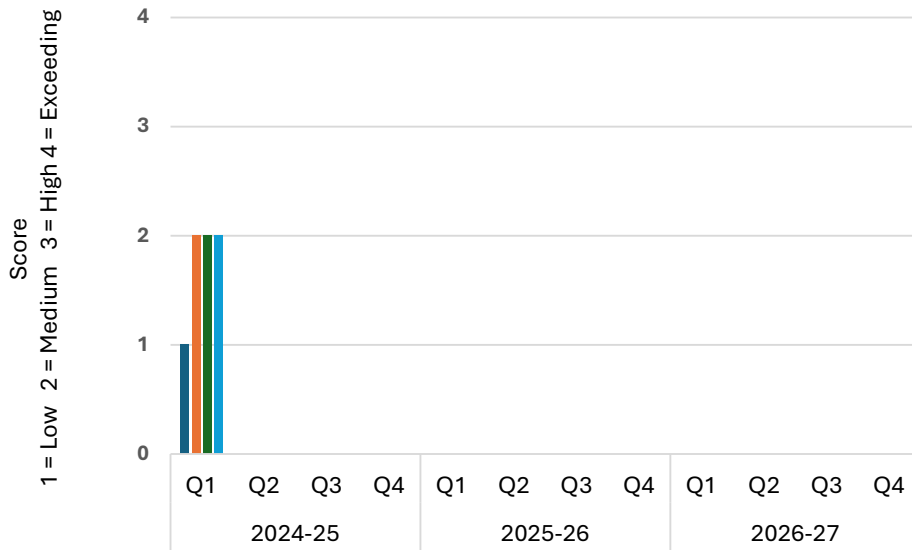
- To continue to implement sustainable grounds maintenance methods and good environmental practices

- Support community initiatives for tree planting and wildflower meadows

- Continue to support and partake in the Plastic Free Community pledge

Strategic Priority 6 - Recreation and Leisure		Aims of the Services Committee	What does success look like?	Actions	Score (1 = Low 2 = Medium 3 = High 4 = Exceeding)	2024-25			
						Q1	Q2	Q3	Q4
		Maintain, promote and reinvest in Town Council play parks and recreational areas	<p>Investment and Development</p> <p>High-Quality Maintenance</p> <p>Improved open green spaces</p> <p>Promoting improvement works</p> <p>Consultation</p> <p>Funding awarded to provide new play equipment / improvement to community open spaces</p> <p>Saltash Neighbourhood Development Plan</p>	<p>Refer to the Saltash Neighbourhood Development Plan for guidance to meet the growing demand for recreation areas</p> <p>Maintain and invest in new play equipment for Town Council owned play parks</p> <p>Review other play parks in Saltash and consider whether investment is required to provide a good standard of play working in partnership with key stakeholders</p> <p>Consult with the public that live in the area specific to the work needed</p> <p>Seek funding opportunities to relieve pressure from the Precept</p> <p>Service Delivery to carry out high quality maintenance / safety checks by being ROSPA qualified</p> <p>Grounds maintenance to be undertaken on a regular basis making open green spaces attractive</p> <p>Regular maintenance checks to be carried out ensuring all play equipment is to the highest of standards</p>	2	2			
		Provide, maintain and support mental health and wellbeing with street furniture and green public spaces	<p>Partake in the Chatty Plaque scheme</p> <p>Ensure open spaces are kept to a high standard for all to enjoy</p>	<p>Purchase six Happy to Chat plaques to install on Town Council benches to act as a talking point and encourage those who see them to reach out</p> <p>Service Delivery to undertake regular maintenance to Town Council open spaces to ensure they are suitable and attractive for all to enjoy</p>	2	2			
		Continue to provide pontoon facilities allowing access to the river and support better connectivity to neighbouring areas	<p>Improved connectivity to the Waterside / pontoon facilities</p> <p>Maintain and upgrade the pontoon facilities</p> <p>Work in partnership with key stakeholders to deliver better connectivity</p> <p>Promote Jubilee Pontoon</p> <p>Saltash Neighbourhood Development Plan</p> <p>The Saltash Coastal Communities Team</p>	<p>Refer to the Saltash Neighbourhood Development Plan for guidance to making the most of Saltash Waterside</p> <p>Refer to the Saltash Coastal Communities Team Economic Plan</p> <p>Work in partnership with Plymouth Boat Trips, Beryl Bikes, Red Bus, GWR and other operators to provide improved connectivity to the river, Saltash, and neighbouring areas</p> <p>Ensure Jubilee Pontoon is accessible and safe for users</p> <p>Maintain Jubilee Pontoon to a high standard</p> <p>Seek funding opportunities to further improve the Jubilee Pontoon service</p> <p>Provide financial incentives to users of the pontoon with initiatives such as the trusted boater scheme</p> <p>Utilise social media channels, notice board and website to promote the Jubilee Pontoon service and other transport modes</p>	2	2			

Business Plan
Strategic Priority 6 - Recreation and Leisure Aims of the Services Committee



- #REF!
- Maintain, promote and reinvest in Town Council play parks and recreational areas
- Provide, maintain and support mental health and wellbeing with street furniture and green public spaces
- Continue to provide pontoon facilities allowing access to the river and support better connectivity to neighbouring areas



SALTASH TOWN COUNCIL PONTOON MOORING AGREEMENT

1. Allocation of Berths:

The order in which applicants are offered mooring positions will be decided by Saltash Town Council, taking account the type and size of vessel, the date of application and the applicant's geographical preferences. Moorings are for the sole use of the mooring Holder, or Holders in the case of joint ownership of a vessel. Where vessels are jointly owned, the Service Delivery Manager may require supporting documents such as insurance, or a bill of sale. Moorings may not be transferred, reassigned, sublet or sold, nor may berth Holders make any private arrangements to allow their moorings to be used by a third party.

If you wish to move to a vacant mooring, sell or change your boat you must contact Saltash Town Council. The Town Council will then decide if it is feasible to accommodate your change. If so the Town Council will draw up a new Pontoon Mooring Agreement to include the new Berth details for signing.

If this is not adhered to you will be considered to be in breach of your agreement and forfeit your licence to Saltash Town Council Pontoon.

2. Licence Holders Obligations

Licence Holders are responsible for the safety and security of their own vessels and equipment and must report any perceived defect in the integrity or positioning of their mooring, or proximity to other vessels, to a member of the Service Delivery Team as soon as possible.

Licence Holders will provide their own mooring gear and shall ensure the vessel is moored in such a manner and position as the Service Delivery Manager may require. Licence Holders shall provide the vessel with all the necessary warps and fenders and shall ensure it is left in a seaman-like manner so as not to cause damage, nuisance or annoyance to the pontoon or other users of the pontoon.

Licence Holders must gain the consent of Saltash Town Council for any change of vessel to be placed on their moorings. Consultation with the Service Delivery Manager is advised before changing boats as their mooring might not be suitable for the new boat. Under no circumstances will the Licence Holder have a vessel on the pontoon of greater length than that detailed below, without the prior authorisation of a Service Delivery Manager.

The berth licence is granted on the understanding that no commercial activities are conducted on the pontoon, however, commercial vessels can berth by paying the Town Council associated fees and charges.

Licence Holders must inform the Town Council immediately in writing of any change of address or contact numbers.

3. Rental of Moorings

The Town Council has several moorings to rent to berth Holders on continuous agreement basis. If for any reason the agreement terms change you will be notified in writing of these changes. Saltash Town Council will offer Licences in order of application considering the size and type of vessel and applicant's berth preferences. Preference will be given to those who reside within the geographical borders of Saltash Town Council.

4. Vessel Identification

Berth Holders, on payment of their Licence fees, will be issued with an identification sticker indicating their berth position. This **MUST** be displayed upon their boat, visible from the pontoon, at all times.

5. Vacant Moorings

Licence Holders whose moorings will be left vacant for periods over 2 weeks should ideally inform Saltash Town Council in writing. Saltash Town Council may re-let these mooring on a temporary basis, 10% of any revenue whilst using the berth will be paid to the berth holder.

If a mooring is vacant for more than a 12-week period without written notification from the Licence Holder to Saltash Town Council, the Town Council will construe this to be notification that the Agreement is being terminated by the Licence holder and all fees will be retained by the Town Council. The Licence and berth will be reallocated to the next suitable applicant on the waiting list.

6. Termination of a Berth Holding

All mooring transactions will be carried out by Saltash Town Council. Licence Holders who wish to relinquish their mooring shall notify Saltash Town Council by giving fourteen days' notice in writing. No refund will be given. Any serious breach of the Agreement could result in immediate termination of the Licence Holders' licence without refund.

The Town Council may terminate a Licence, at any time and for whatsoever reason by giving fourteen days' notice in writing to the Licensee. In the event that such notice shall expire prior to the end of the licence period, the Licensee shall be entitled, upon removal of the vessel to reimbursement of the berthing fee pro rata for the unexpired part of the Licence period, subject to a 20% administrative fee.

All mooring gear etc., must be removed from the pontoon at the Licence Holders expense within seven days of expiry or termination of the Licence. Failure to do so will empower the Town Council to remove the gear/equipment at the Licence Holders expense, without any liability whatsoever on the Town Council

7. Licence Fees

Fees for Licences are agreed annually by Saltash Town Council. The Licence period is from 1st April to 31st March. Annual fees are payable within 7 days of the due date on the invoice. Should payment not be received within the allocated due time your name will be removed from the system and the berth reallocated to the next suitable applicant on the waiting list. Licence fees are inclusive of VAT. All fees must be paid before the mooring is occupied.

8. Arrears of Licence Fees

Any person whose Licence fees are unpaid within 7 days of the due date on the invoice (refer to section 7 of the agreement) is liable to have both the privilege of Licence Holder-ship and the allocation of their mooring position suspended. Licence Holders whose mooring fees are still unpaid after Saltash Town Council chasing shall cease to be Licence Holders. They must vacate their moorings immediately or will incur charges at the current daily rate.

The Town Council reserves the right to remove/dispose of any unlicensed boat 4 weeks after expiration of the licence at the Licence Holders' expense.

9. Live-aboards

Permanent residence on boats on Town Council moorings is forbidden. Potential Licence Holders who wish to live on-board permanently will not be allocated a mooring. Existing Licence Holders and visitors who wish to live on board their boats may do so for periods not exceeding two weeks, upon informing Saltash Town Council in writing, but may exceptionally be granted extensions of that period with the approval of the Town Council.

10. Non-Licence Holders' use of Moorings

Non-licence Holders will be permitted to stay on a vacant Town Council mooring for up to four weeks on condition that the appropriate mooring fee has been paid. In exceptional circumstances, and at Saltash Town Council discretion, lets of more than four weeks may be permitted. All temporary berth Holder-ship is at the discretion of Saltash Town Council.

The Town Council reserves the right to immediately remove any vessel that does not have Saltash Town Council's permission, to be moored on the pontoon.

11. Loss or Damage:

The Town Council shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as severe weather conditions, the actions of third parties not employed by the Town Council or any defect in a customer's or third party's property); this extends to death or personal injury however caused, and to loss or damage to vessels, gear, equipment or other property either on the vessel or the pontoon.

12. Movement of Moorings:

The Town Council reserves the right to move any vessel at its discretion, in the interests of safety or in the interest of the efficient management of the pontoon moorings. Licence Holders whose vessels are moved for safety or efficiency will be offered a suitable alternative where possible.

13. Insurance:

Third Party Insurance. Owners of vessels moored on the pontoon areas shall ensure such vessels are covered by at least third-party insurance of a minimum of **two and half million pounds (£2.5M)**. Such insurance shall include removal of the vessel if it is wrecked/sunk while occupying the pontoon or a Town Council mooring, any damage caused to the pontoon or other property and vessels and to cover any damage caused by pollution or fire. A copy of your current insurance certificate **MUST** be supplied annually to Saltash Town Council to be kept on record with your agreement.

Insurance Policy Documents MUST be in the name of the Licence Holder who will also be the Boat Owner

14. Swimming/Fishing:

The Licence Holder agrees not to fish from the pontoon or use the pontoon for diving/swimming. The Licence Holder also agrees not to allow any guest or crew member on the pontoon to engage in fishing off the pontoon or to allow a guest/crew member to dive/swim from the pontoon. Failure to adhere to this will render the Licence Holder liable to having his mooring cancelled.

15. Pontoon Access:

All Licence Holders will be issued with a programmed Gate Access Fob which is allocated to the Berth. Only one Gate Access Fob will be issued per berth. The Gate Access Fob is only to be used by the Licence Holder and **MUST NOT** be loaned out to any other person. If a gate access code is issued at any time, the code **MUST NOT** be shared with any other person. Failure to adhere to this will render the Licence Holder liable to having his mooring agreement cancelled.

16. Obstacles on Pontoon:

The Licence Holder agrees not to leave any equipment or gear on the pontoon, and to remove any litter/rubbish from the pontoon.

17. Saltash Town Council:

Shall not, by granting a licence, be deemed to have given any warranty or condition as to the maintenance of a sufficient, or any, level of water at the pontoon.

18. Repair Work:

Repairs or other work may be carried out on vessels on the pontoon, but Saltash Town Council reserves the right to direct that any work being carried out should cease if considered the work is being carried out in a dangerous or obstructive manner, or for any reason considered it is undesirable for it to proceed.

19. Saltash Town Council:

Reserves the right to request Licence Holders to remove their vessel from the pontoon for up to 7 days per annum to accommodate regattas/festivals/maintenance, by giving fourteen days' notice in writing.

20. Disputes:

Any dispute arising from the holding of a Town Council Pontoon Berth Licence shall be referred to the Town Council. The Town Council's decision will be final.

Saltash Town Council – Pontoon Mooring Agreement 2022-23

Berth Number/ Boat Name: «Berth_number_and_boat_name»

Boat Length: «Length_of_boat»

Commercial or Non-Commercial: «Commercial_or_NonCommercial»

On payment of the Annual fee of £.....Inc. VAT
(An invoice will be issued on confirmation of your acceptance of the terms and conditions and receipt of Certificate of Insurance.)

Payment and a copy of your insurance must be received by the 30th April to avoid forfeiting your licence to use Saltash Town Council Pontoon

Saltash Town Council hereby grant:

Applicant Name: «Name»

Applicant Address: «Address_» «Address1» «Address2»

Post Code: «Postcode»

Applicant Phone Numbers: «Phone_number»

Applicant Email: «email_address»

A licence to occupy one private mooring in the above stated pontoon berth:

Signed.....
Sinead Burrows, Town Clerk, Saltash Town Council

I (the applicant) agrees to all the above terms and conditions:

Signed.....

Print name.....

Date.....

DRAFT Allotments Policy

RESPONSIBLE COMMITTEE: SERVICES

This is a policy/procedure document of Saltash
Town Council to be followed by both
Councillors and Employees.

Current Document Status			
Version	2024/25	Approved by	ATM
Date	02.05.2024	Responsible Officer	AJT
Minute no.	64/24/25c(2)	Next review date	As required

Version History					
Date	Version	Author/ editor	Committee/ date	Minute no.	Notes
08.2023	1	AJT	P&F 12.09.2023	72/23/24	DRAFT for approval at FTC
09.2023	1	AJT	FTC 05.10.2023	195/23/24a	Policy approved
02.2024	2024 DRAFT	AJT	P&F 27.02.2024	156/23/24c(2)	Reviewed for recommendation to FTC 03.2024
03.2024	2024	AJT	FTC 03.07.2024	367/23/24c	Rec. from P&F. Approved
05.2024	2024	AJT	ATM 02.05.2024	64/24/25c(2)	Readopted
08.2024	2024	AJT			Reviewed and updated.

Document Retention Period
Until superseded

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Allotments Policy

Saltash Town Council reserves the right to change the Allotments Policy, rules and procedures from time to time. Any changes will be notified to the tenants in advance and tenants will be expected to comply with any rule changes following the consultation and notification process.

1. Introduction and Scope

Allotments and community gardens are a great way to grow your own food and enjoy the fresh air whilst learning about cultivation, observing wildlife and improving mental health and wellbeing.

Saltash Town Council provides three allotments sites in the town, Fairmead Road, Grenfell Avenue and Churchtown. Plots are allocated when they become vacant, subject to an application process to confirm eligibility and signature of a Tenancy Agreement. The Town Council operates a waiting list for all sites. (See allocation of plots below.)

2. Eligibility

Applicants for tenancy of an allotment must be over the age of 18 and live within the Saltash Town Boundary. Where a tenant moves outside of the Town boundary, they will be required to end their tenancy.

The Town Council operates a waiting list for allotments. Where a resident is added to the waiting list it is their responsibility to ensure that they notify the Town Council of any change to their contact details.

3. Allocation of Plots

When a plot becomes vacant the person at the top of the waiting list will be offered the plot in writing, usually by email. The offer should be accepted in writing within 10 working days. Where there is no response the person will be removed from the waiting list and the plot offered to the next person on the list.

A tenant may only start work on a plot on completion of all required paperwork and payment of tenancy fees. Fees may be reduced proportionally at the discretion of the Town Council where a plot is allocated part way through the year.

All allotment tenants are required to provide proof of insurance at the start of the tenancy agreement and annually at renewal. The Town Council accepts no liability

for any loss, damage or injury to Tenants, or any other person or their belongings occurring on allotment sites.

4. Allotment Tenant Responsibilities

4.1. When signing the Tenancy Agreement, the Tenant agrees to the terms laid out in the agreement. Change of Contact Details

The Tenant should immediately notify the Town Council in writing of any change in contact details.

4.2. Charges

A deposit is required from all new Allotment Tenants at the commencement of tenancy, repayable on termination of the tenancy providing that the allotment plot is left in an acceptable condition.

Charges are reviewed annually by the Town Council as part of the budget setting process. Tenants are given twelve months' notice in writing of any change to charges.

Tenants will be invoiced annually and fees should be paid in full by 1st April each year to retain the tenancy of the allotment.

Water is provided at two allotment sites. Where water is provided there is an additional annual charge to Allotment Tenants on those sites

4.3. Allotment plot

The allotment should be maintained in a good state of cultivation and kept free from weeds. Pathways should be kept clear. New tenants will be permitted adequate time to bring a plot to an acceptable level of cultivation.

The land is not to be used for any purpose but as allotment gardens cultivating fruit, vegetables, herbs and flowers for use and consumption by the Tenant and their family. Selling or undertaking of a business in relation to the cultivation on the allotment plot is not allowed. Surrounding trees and hedges may not be trimmed by Tenants. Any issues of overhanging should be reported to the Town Council.

The tenant will not deposit or allow other persons to deposit on the allotment or any other area of the site or adjoining land any waste or decaying matter

except manure or compost in such quantities as may be reasonably required to cultivate the plot.

The following are prohibited on allotment sites at any time:

- 4.3.1 Dogs, poultry or livestock (as to be prejudicial to health or a nuisance)
- 4.3.2 Alcohol and/or drugs
- 4.3.3 Bonfires
- 4.3.4 Barbed wire
- 4.3.5 Taking/removal of any mineral/ gravel/ sand/earth or clay
- 4.3.6 Used tyres are not permitted. The Town Council reserves the right to remove tyres from any plot and will charge the Tenant for disposal.

5. Conduct

Tenants should not take, remove or borrow crops, equipment or supplies that belong to other Tenants without the prior consent of the owner.

Tenants should not cause or permit any nuisance or annoyance to any other Tenant or obstruct or encroach onto other plots or paths. Disputes between Tenants should be referred to the Town Council to investigate. The decision of the Town Council will be final and binding.

Use of Chemical Sprays and Fertilisers

The Town Council encourages chemical free, organic cultivation methods. However, where Tenants use pesticides or fertilisers on their plot they must:

- a. Only use domestic grade pesticides;
- b. Take all reasonable care to ensure that other plots, pathways, hedges and trees are not adversely affected;
- c. Select and use pesticides so that there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests;
- d. Comply at all times with current pesticide regulations. Tenants are advised to refer to the Health and Safety Executive database to ensure that specific products may be lawfully used.

Storage of pesticides and other potentially toxic chemicals on allotment plots or in sheds is not permitted.

Subletting

Subletting of the plot is not permitted without the written permission of the Town Council.

Water

Where water is provided on site it is solely for the use of watering crops. Attachment to the water points for automatic continuous watering, sprinklers or drip feed systems is not permitted. Tenants should ensure that water is not left running unattended.

Waste

All garden waste should be composted or removed from the site. Tenants are not permitted to discard anything in the common areas, hedgerows, adjoining land or on any other plot.

Any other material including weed suppressant materials, should be removed and disposed of off-site at the end of tenancy. A disposal fee will be levied if the Town Council if this has not been done.

Parking

Where a parking facility is provided, it should be used. Parking in prohibited areas may lead to the termination of the Tenancy Agreement by the Town Council.

6. Buildings and Structures

No building or structure may be erected on the allotment without the written consent of the Town Council. Buildings/structures must conform to any relevant planning conditions laid out by Cornwall Council and specifications of conformity as determined by the Town Council.

All buildings erected with the consent of the Town Council must be maintained in a good state of repair and should only be used in connection with the use and management of the allotment plot. Residential use or sleeping is not permitted

When a tenancy agreement is terminated, the Tenant will be required to remove all buildings and structures from the plot before it is reallocated.

7. Fences, hedges and pathways

Provision and maintenance of fencing surrounding the allotment plot is the responsibility of the tenant. Barbed wire is not permitted.

Pathways between allotment plots should be cut and trimmed up to the nearest half width by each adjoining Tenant whilst maintaining a width of 2 feet (60cm).

Hedges forming part of or abutting the allotment plot are the responsibility of the Tenant. Hedges should not be cut and trimmed between 1 March and 31 August except to maintain safe access and should be checked for nesting birds.

8. Town Council Responsibilities

The Town Council will promote best practice on all allotment sites and encourage sustainable environmental management.

Site Management

The Town Council will seek to ensure the sites are accessible and usable for all allotment tenants.

The Town Council will undertake regular site inspections and reserves the right to access any plot to undertake inspections. Weekly site inspections will include checking the condition of paths, gates, site boundaries and identify any other issues that need resolving.

Plots will be inspected at regular intervals to ensure they are in active use and being cultivated.

Allotment tenants should report any site problems to the Town Council .

9. Termination of Allotment Tenancy Agreements

9.1. Cancellation by the Tenant

Tenants wishing to cancel their Tenancy Agreement should do so in writing to the Town Council. The Town Council will not refund any rent paid in that year where the cancellation is at the request of the tenant.

9.2. Cancellation by the Town Council:

The Town Council has the right to terminate the tenancy agreement where the Tenant is in breach of the allotment rules as agreed by the Tenant when signing the Tenancy Agreement.

9.3. Enforcement

The following enforcement procedure will apply:

- 9.3.1. ~~Informal warning—Tenants who fail to comply with their tenancy agreement will be contacted in writing and requested to address the issues of non-compliance within one calendar month.~~
- 9.3.2. Formal warning – Tenants who fail to ~~respond to an informal warning within one calendar month~~ comply with their tenancy agreement will be contacted in writing and requested to undertake the required actions or contact the Town Council to discuss any extenuating circumstances within 15 days or be issued with a notice to quit. ~~will be issued with a formal written warning.~~
- 9.3.3. Notice to quit – Tenants who fail to respond to a formal warning within fifteen days and undertake the required actions or contact the Town Council to discuss any extenuating circumstances will be given written notice to quit within 30 days of the date of the notice.
- 9.3.4. Where a Tenant has been given notice to quit and fails to vacate the allotment, the Town Council is entitled to take possession of the plot including any items remaining on the plot and exclude the Tenant. The Town Council will not refund any rent paid in that year where the Tenant is in breach of their tenancy agreement.

9.4. Power to Evict

9.5. In the event of a serious breach of the Tenancy Agreement or where the Tenant becomes bankrupt or compounds with their creditors, the Town Council reserves the right to serve immediate notice to quit. Non payment of charges

The Council reserves the right to terminate the Tenancy Agreement giving one month's written notice to quit where the allotment rent is in arrears for 40 days or more.

9.6. Breach of residential conditions

If it appears to the Town Council that the Tenant, not less than three months after the commencement of the tenancy, is resident more than one mile outside of the Town Boundary, the Town Council may give the Tenant a month's written notice terminating the Tenancy. ¹

9.7. Death of a Tenant

The tenancy of the allotment shall terminate upon the death of the tenant. Next of kin will be given adequate time to remove personal possessions and produce from the plot. Unless otherwise agreed in writing, the tenancy will terminate two months after the death of the tenant.

The plot will be returned to the possession of the Town Council in the interim period until a new tenant is assigned.

9.8. Return of land

Where the land being used as Allotment Gardens is required for providing new services, the Town Council shall cancel Tenancy Agreements. In such circumstances the Town Council shall give Tenants 12 months written Notice to Quit expiring on or before 6 April or on or after 29 September in any year.²

10. Complaints

All complaints should be directed to the Town Clerk. The Town Council Complaints Procedure can be found on the Town Council website.

11. Personal Data

Allotment Tenants and residents who supply their personal data to be added to the Allotment Waiting List should refer to the Privacy Notice on the Town Council website for details on how we use your data.

¹ s.30(2), 1908 Act as amended by s.23, 1922 Act

² s.1(1)(a), 1922 Act as amended by s.1, 1950 Act

Appendix 1: Definitions

Saltash Town Council:

includes any committee of the Town Council and/or any Officer of the Town Council appointed under the Allotments Acts 1908 and 1950.

Allotment garden:

a piece of land not exceeding 250 square metres although there is no set standard size.

Allotment Tenant:

a person over the age of 18 who resides within the Saltash Town boundary and has entered into a Tenancy Agreement for an allotment on one of the Town Council sites.

Allotment Tenancy Agreement:

the legal document signed by the Tenant and Saltash Town Council when renting an allotment.

Allotment Rent:

the annual charge for renting an allotment from the Town Council.

Cultivation:

actively growing plants or with a plot ready to accept crops during the main growing season on not less than 50% of the total plot area.

Non-cultivation Notice:

a formal notice issued by the Town Council notifying the Tenant of the requirement to commence cultivation of face further action that might lead to the termination of the Allotment Tenancy Agreement.

Appendix 2: Relevant Legislation

The Legislation relating to allotments

Small Holdings and Allotments Act 1908

Consolidated all previous legislation and laid down basis for all subsequent legislation.

Placed a duty on local authorities to provide sufficient allotments, according to demand.

Made a provision for local authorities to purchase compulsory land to provide allotments. Established the framework for the modern allotments system.

Land Settlement Facilities Act 1919

This Act was mainly to assist returning servicemen and opened up allotments to all, not just 'the labouring population'. Made metropolitan borough councils allotment authorities for the first time.

Allotments Act 1922

This Act was established to provide allotment tenants with some security of tenure. It also provided tenants with greater compensation at the termination of their tenancy and limited the size of an allotment to one-quarter of an acre, specifying that it should be used mostly for growing fruit and vegetables.

Allotments Act 1925

Required local authorities to recognise the need for allotments in any town planning development. Established 'statutory' allotments which a local authority could not sell or convert to other purposes without Ministerial consent. This Act was intended to facilitate the acquisition and maintenance of allotments, and to make further provision for the security of tenure for tenants.

Allotments Act 1950

This included:

- the amendment of the provisions relating to rents that may be charged for allotments;
- the extension of period of notice to quit to 12 months for allotment gardens;

- compensation payable to plot holder at whatever season of the year a tenancy terminates;
- making plot holders who have allowed their plot to deteriorate through neglect liable to pay compensation on quitting; and
- allowance of certain forms of livestock (hens and rabbits) to be kept although this can be, in some cases, restricted by local by-laws*.

***NOTE: Saltash Town Council does not permit any form of livestock on allotment plots.**

Other legislation:

The Local Government Act 1972 amended the allotments legislation in a number of matters of detail, for example, removing the requirement upon local authorities to establish allotments committees (contained in Section 12 of the Allotments Act 1925).

Other Acts which have impacted upon allotments include the Town and Country Planning Act 1990, the Local Government Planning and Land act 1980 and the Acquisition of Land Act 1981.

Appendix 3 – Templates Notifying Breach of Tenancy Agreement

All notices to be sent by email (if available) and registered delivery post.

1. Formal warning

Following an inspection of the allotments at <insert allotment site> on <insert date> it has been observed that your plot has not recently been cultivated or maintained to the standard required by your Tenancy Agreement.

In order to retain your tenancy you have 15 days from the date of this notice to cultivate your allotment or contact the Town Council to explain why you are having difficulties in maintaining the plot.

If you do not wish to retain the Tenancy please let me know as the Town Council has a long waiting list .

If I do not hear from you or you do not commence cultivation of the allotment plot I will have no option but to start proceedings to evict you from the plot and terminate your tenancy.

2. Notice to quit

Allotment plot number:

Despite a formal written warning issued on <insert date> and following a further inspection carried out on <insert date>, it has been observed that the plot remains uncultivated and in a poor condition. You have not contacted the Town Council to explain if there are extenuating circumstances for the condition of the plot.

As there is a long waiting list for allotment plots on this site, I am left with no option but to terminate your tenancy and issue a notice to quit. You have 30 days from the date of this letter to remove any belongings from the plot. Any items remaining after this period will become the property of the Town Council. Any waste disposal required may incur a fee.

SALTASH TOWN COUNCIL
TENANCY AGREEMENT FOR AN ALLOTMENT GARDEN

THIS TENANCY AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THE SALTASH TOWN COUNCIL ALLOTMENTS POLICY.

THIS AGREEMENT made on the *[insert date]* day of *[insert month]* 20 *[complete]* between Saltash Town Council

of *The Guildhall, 12 Lower Fore Street, Saltash PL12 6JX* ('the Town Council') and *[insert full name of tenant]*

of *[insert tenant's address]* ('the tenant') by which it is agreed that:

1. The Town Council shall let to the tenant the Allotment Garden situated at **Churchtown/Fairmead Road/Grenfell Avenue** *[delete as applicable]* and referenced as **plot number** *[insert number]* in the Town Council's Allotment Register ('the Allotment Garden') *[outlined in red for identification purposes only on the plan attached]*.
2. The Town Council shall let the Allotment Garden to the tenant for a term of one year commencing on the *[insert date]* day of *[insert month]* 20*[complete]* and thereafter from year to year unless determined in accordance with the terms of this tenancy.
3. The tenant shall pay a yearly rent whether demanded or not which shall be payable in full by the 1st day of April every year after the first year of the tenancy.

A deposit is required from all new Allotment Tenants at the commencement of tenancy, repayable on termination of the tenancy providing that the allotment plot is left in an acceptable condition.

The Town Council reviews the rental charges annually with tenants notified in writing of any increase 12 months in advance. Invoices for rental charges are sent annually, normally in February/March.

There is an additional annual charge to Allotment Tenants on sites where water is provided.

4. The tenant shall use the Allotment Garden only for the cultivation of fruit, vegetable and flowers for use and consumption by themselves and their family.
5. The tenant shall not sell or undertake a business in respect of the cultivation and production of fruit, vegetable and flowers in the Allotment Garden.
6. The tenant shall reside within Saltash Town Boundary during the tenancy.
7. During the tenancy, the tenant shall :
 - a) keep the Allotment Garden clean and in a good state of fertility and cultivation;
 - b) not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotment Garden;
 - c) not keep livestock or poultry in the Allotment Garden so as to be prejudicial to health or a nuisance;
 - d) not bring to or keep animals in the Allotment Garden;
 - e) not assign the tenancy nor sub-let or part with the possession of any part of the Allotment Garden;
 - f) except for buildings or structures which may be subject to the tenant first obtaining planning permission, the tenant shall not erect a shed, greenhouse or other building or structure on the Allotment Garden without first obtaining the Town Council's written consent and if appropriate planning permission;
 - g) not bring barbed wire, tyres, corrugated iron or asbestos sheets onto the site;

- h) not fence the Allotment Garden without first obtaining the Town Council's written consent;
 - i) maintain and keep in repair the fences and gates forming part of the Allotment Garden;
 - j) not erect any notice or advertisement on the Allotment Garden without first obtaining the Town Council's written consent;
 - k) trim and keep in decent order all hedges forming part of the Allotment Garden (not between 1 March or 31 August except to maintain safe access and after checking for nesting birds);
 - l) not plant any tree, shrub, hedge or bush without first obtaining the Town Council's written permission;
 - m) not cut, lop or fell any tree growing on or adjoining the Allotment Garden;
 - n) not deposit or allow other persons to deposit on the Allotment Garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges or ditches situated in or surrounding the Allotment Gardens or adjoining land:
 - o) be responsible for ensuring that any person present in the Allotment Garden with or without the tenant's permission does not suffer personal injury or damage to his property and provide evidence of adequate insurance;
 - p) permit an inspection of the Allotment Garden at all reasonable times by the Town Council's employees or agents;
 - q) not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment Garden or the Allotment Garden of another tenant.
8. The tenant shall observe additional rules that the Town Council may make or revise for the regulation and management of the Allotment Garden and other allotment gardens let by the Town Council as laid out in the Allotments Policy.
9. The Town Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden.

10. The tenancy may be terminated without explanation by the Town Council serving on the tenant not less than twelve months' written notice to quit expiring on or before the 6th day of April or on or after the 29th day of September in any year.
11. The tenancy may be terminated by the Town Council by service of one month's written notice on the tenant if:
 - a. the rent is in arrears for 40 days or;
 - b. three months after the commencement of the tenancy the tenant has not observed the rules referred to in clauses 7, 8 or the Allotments Policy; or the tenant lives no longer lives within the Saltash Town boundary.
12. If the tenant shall have been in breach of any of the foregoing clauses or on account of the tenant becoming bankrupt, the Town Council may re-enter the Allotment Garden and the tenancy shall thereupon terminate but without prejudice to any right of the Town Council to claim damages for any such breach or to recover any rent already due before the time of such re-entry but remaining unpaid.
13. The termination of the tenancy by the Town Council in accordance with clause 12 or after re-entry by the Town Council in pursuance of its statutory rights, shall not prejudice the tenant's statutory rights to compensation.
14. The tenancy may be terminated by the tenant by serving on the Town Council not less than two months' written notice to quit.
15. On the termination of the tenancy, the tenant shall remove any shed, greenhouse or other building or structure erected in the Allotment Garden unless the Town Council agrees otherwise which shall be confirmed in writing to tenant.
16. Any written notice required by the tenancy shall be sufficiently served if sent by email and registered post to the parties' address. Any notice to be served by the tenant shall be addressed to the Town Clerk.

17. Removal of any waste or prohibited items by the Town Council during or on termination of tenancy may incur a disposal charge.

Signed by

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The tenant

And



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Ian Bovis

Service Delivery Manager

For and on behalf of the Town Council

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