

**TOWN COUNCIL OF FRINTON AND WALTON**

**MINUTES of the Recreation and Amenities Committee  
held at the Council House, Frinton-on-Sea,  
Thursday, 4th September 2014 commencing at 7.15pm**

**Present :**

Councillors J. Robertson Chairman  
E.T. Allen, R.J. Bucke, M.A. Cossens, Mrs I. Johnson,  
C.S. Keston, Mrs J. King

**Absent:**

Councillors B. Johnson

**In Attendance**

Mrs D. Milnes - Deputy Town Clerk

**47**

**APOLOGIES FOR ABSENCE**

Apologies were received from Councillor B. Johnson and the Town Clerk, Mrs M. Liles.

**48**

**MINUTES OF THE MEETING HELD ON 14TH AUGUST 2014**

**RESOLVED**

that the Minutes of the Meeting of the Recreation and Amenities Committee held on 14th August 2014 (pages 13 – 16) be approved as a true record and signed by the Chairman.

**49**

**MATTERS ARISING FROM THE MINUTES OF THE ABOVE MEETING**

There were no matters arising.

In response to a matter raised by Councillor Mrs King the Deputy Town Clerk advised that to her knowledge no response had yet been received from Essex County Council in regard to a request by the Town Council that the street lights on Princes Esplanade, Walton-on-the-Naze be left on through the night.

**50**

**COLUMBINE CENTRE – PROMOTIONAL ACTIVITIES AND BOOKINGS**

A list of future bookings in addition to regular hirers at the Centre had been included in the papers and were noted by those present.

51

**COLUMBINE CENTRE – MAINTENANCE ISSUES**

Minute 41, page 14 – Fire Escape. The Chairman, Councillor Robertson advised that the top grill of the Fire Escape would be renewed in the coming week.

52

**COLUMBINE CENTRE – CATERING**

In response to Councillor Bucke, the Deputy Town Clerk advised that the Town Clerk had spoken to the Caterer at the Columbine Centre in regard to a Food & Drink event, which she believed was being considered.

53

**COLUMBINE CENTRE – FRINTON SUMMER DANCE EVENT**

It was noted that Councillor Mrs I. Johnson & B. Johnson had attended the above by invitation, and that Councillor Robertson and Councillor Bucke had also attend the above event. It was noted that the Town Clerk would be submitting a full report to the next scheduled meeting of the Committee.

54

**FESTIVE LIGHTS**

It was noted that there was nothing further to report on this item.

55

**SEAFRONT SHELTERS**

Councillor Mrs Johnson requested a copy of the letter and specification sent to contractors in this regard and discussion ensued in regard to how specifications were produced and whether consultants should be engaged in the future. The quotations for work to the Bathhouse Shelter were considered and it was moved, seconded and

RECOMMENDED

that the quotation in the sum of £3,471.94 from Johnson Builders be accepted.

56

**PROVISION OF A GOALEND AND BASKET HOOP IN FRINTON-ON-SEA**

It was suggested and agreed that a proposal for this equipment be outlined and costed as a future Town Council project.

57

**PROVISION OF A NEW PLAY AREA IN WALTON-ON-THE-NAZE**

It was agreed that the proposal put forward by Councillor Moss for an additional play area in Walton-on-the-Naze on the open space (formerly the putting green) be outlined, costed and avenues of funding sought, along with 106 funds, as a future Town Council project.

Councillor Roberston proposed that 106 funds could also be used to help protect opens spaces in the Town Council area and it was agreed that clarification should be sought from the District Council in this regard.

58

**BUS SHELTERS**

It was noted that work had now been completed on two of the Town Council's bus shelters.

59

**ALLOTMENTS – GATE AT WITTONWOOD LANE**

Councillor Robertson advised that he would contact the Town Clerk in regard to the replacement gate at this site.

60

**ALLOTMENTS – TENANT CORRESPONDENCE**

A copy of a letter received from an Allotment Tenant requesting further bee hives at Kirby-le-Soken had been tabled, following consideration this request was denied.

61

**ALLOTMENTS – REVISED AGREEMENT**

Members considered a draft revised agreement circulated within the papers; following consideration it was moved, seconded and

RECOMMENDED

that the attached agreement be adopted.

62

**ALLOTMENTS – RENTS**

It was agreed and

RECOMMENDED

that the allotments rents due payable as from 1st October 2015 be set at £4.63 per rod.

There being no matter to consider the Chairman closed the meeting at 8.15pm.

The Recreation & Amenities Committee is next scheduled to meet on Thursday 25th September 2014.

CHAIRMAN

## THE ALLOTMENTS ACTS 1908-1950

AN AGREEMENT made this..... day of ..... in the year Two Thousand and ..... BETWEEN THE TOWN COUNCIL OF FRINTON AND WALTON (hereinafter called the Council) of the one part and ..... of ..... (hereinafter called the Tenant) of the other part WHEREBY the Council agree to let and the Tenant agrees to take on a yearly tenancy from the 1st day of October in the year Two Thousand and ..... The allotment garden numbered ..... in the Register of Allotment Gardens provided by the Council, at such yearly rental as determined by the Council from time to time. Initially the tenancy shall be from the date of this Agreement to 30 September next following at a pro rata rental based on the annual rental.

THE TENANCY is subject to the regulations and conditions endorsed on this Agreement as follows:-

- (a) The rent shall be paid in advance on the 1<sup>st</sup> day of October each year.
- (b) The Tenant shall keep the Allotment Garden clean and in good state of cultivation and fertility, and in good condition, and shall not use the land for any other purpose than that of garden ground, and shall keep any area of ground adjoining his (or her) allotment and not cultivated, including paths, properly trimmed, completely free from weeds and rubbish. The plot is to be used as a cultivated allotment garden and for no other reason. No livestock, bees or other animals shall be allowed on the allotment.
- (c) At the commencement of the Tenancy the Tenant shall pay a deposit of £50.00 to the Council to contribute towards removing any structures or debris from the allotment at the determination of the Tenancy. In the event that there are no such structures or debris needing removal, the deposit will be refunded. Before any structure is erected consent must be obtained by Frinton and Walton Town Council and if approved keep in a good state of repair and not to cause a danger or obstruction to other allotment holders. Details of size and materials to be used must be included in the request. No structure to be built until a letter of approval from the Town Council has been received.
- (d) The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens. This includes nuisance from bonfire smoke. No materials other than plants or gardening tools are to be kept on the allotment site.
- (e) The Tenant shall not underlet, assign, or part with possession of the allotment garden, or any part thereof, without the written consent of the Council. Therefore only the tenant and their immediate family shall have the right to enter the allotment area to tend the designated plot and should be accompanied by the Tenant. Children should be supervised within the confines of the Tenant's plot and be made aware of the environment they are in.
- (f) The Tenant shall not use barbed wire for a fence adjoining any path set out by the Council for the use of the occupiers of the Allotment Garden.
- (g) The Tenant shall not plant any trees on the Allotment Garden unless they have written approval from the Town Council.
- (h) Any Member or Officer of the Council shall be entitled at any time to enter and inspect the Allotment Gardens.
- (i) The Tenancy of the Allotment Garden shall terminate on the next yearly rent day following the death of the Tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminated, or at any time when the Council may require the land for other purposes. It shall also be terminated by the Council (after one month's notice):-

- (i) if the rent is in arrears for not less than 40 days; or
  - (ii) if the Tenant is not duly observing the conditions contained in or endorsed on this Agreement
  - (iii) if he (or she) becomes bankrupt or compounds with his creditors
- (j) The Tenant must notify the Council of any change of address.
- (k) At the termination of the Tenancy the Tenant will return the plot/plots occupied by the Tenant in such a state that meets the conditions of this agreement and that any tools, implements or other materials shall be removed from the site.

The Tenancy may also be determined by the Council or the Tenant by twelve months' notice in writing (or less by mutual agreement).

Signed .....

Mrs M Liles  
Town Clerk

Signed ..... ..

Tenant/Tenants

Signed .....

Witness

Town Council of Frinton and Walton  
The Council House  
Triangle Shopping Centre  
Frinton on Sea  
Essex  
CO13 0AU