

WIMBORNE MINSTER TOWN COUNCIL

MINUTES of a meeting of the **RECREATION & LEISURE COMMITTEE** held in the Committee Room, Town Hall, Wimborne Minster on **TUESDAY, 1 MARCH 2022 at 7.00 pm.**

COMMITTEE MEMBERS PRESENT

Cllr S K Bartlett – Chairman
Cllr A E Roberts – Vice-Chairman
Cllr C A Chedgy
Cllr L C Hinks
Cllr M Hopkins
Cllr D J March
Cllr C L Butter - Ex-Officio – Vice-Chairman of the Council

MEMBERS NOT PRESENT

Cllr P Bache
Cllr W J Richmond
Cllr K F Webb – Ex-Officio – Chairman of the Council

OFFICERS PRESENT

Acting Town Clerk
Committee Officer

146 **RECREATION GROUNDS INSPECTION REPORT**

The Committee Officer submitted for information a report, a copy of which had been circulated to each Member and a copy of which appears as **Appendix A** to these Minutes.

The report covered in detail all current issues relating to the Town Council's recreation grounds.

Cllr March asked about the timescales of repairs to the wall of the raised flower bed at the Blind Lane entrance and mentioned that a board on the boundary of the paddock/nursery near to the cedar tree needed refixing.

The Chairman suggested that bulbs could be planted next to the wildflower beds in Redcotts Recreation Ground to extend the flower display for a longer period throughout the year. Members were supportive of this idea.

The Chairman thanked the Grounds Team for all their hard work during the pandemic and more recently during Storms Eunice and Franklin (February 2022).

147 **ALLOTMENTS**

The Committee Officer submitted a report, a copy of which had been circulated to each Member and a copy of which appears as **Appendix B** to these Minutes.

In the report the Committee Officer advised Members that the Council was currently receiving two to three contacts from the public per week requesting an allotment plot.

The report also contained details of two requests that had been received from allotment holders: one for a small pond and another for permission to plant small trees along one of the boundaries. The Committee Officer also reported a further request had been received asking that the fencing around the allotment site be rabbit proofed.

Members discussed the requests and agreed that the existing Licence Agreements should not be varied. However, in relation to the rabbit proof fencing, the individual allotment holders should be encouraged to fence their own plots as this would be a more successful deterrent.

Cllr Hinks asked that a future item be brought to this Committee regarding the planting of fruit trees on the open area of land between the allotment site and the skate park should that area of land be transferred to the ownership of the Council.

148 **REDCOTTS RECREATION GROUND – DEFIBRILLATOR (Min 107 – 10.12.21)**

The Committee Officer provided a verbal update on this item.

The Wimborne Bowls Club had been approached to request the re-siting of their Defibrillator to the exterior of the Pavilion. The Club had agreed to this request and a suitable exterior cabinet had been ordered. The Committee Officer added that there was a ten-week delivery period for this item. In addition, special defibrillator pads suitable for use on children and infants would also need to be ordered.

Instructions on how to access the defibrillator would be provided to key personnel.

Members noted the update.

149 **EXCLUSION OF PRESS AND PUBLIC**

RESOLVED that in view of the confidential nature of the business about to be transacted, the press and public be excluded from the meeting.

150 **REDEPLOYABLE CCTV CAMERA**

See confidential minute 150/414

The meeting ended at 7.37pm.

Signed Date.....
Town Mayor and Chairman of the Council

RECREATION & LEISURE COMMITTEE

Date: 1 March 2022

Reference: Item 2: Recreation Grounds Inspection

Author: Committee Officer

The inspection of Leigh Park Playing Field and Redcotts Recreation Ground was carried out by the Chairman, Head Groundsman and Committee Officer on Tuesday, 1 February 2022. Findings are below:

Leigh Park Playing Field

The play areas and field were all looking tidy. The Grounds Staff continue to cut the hedgerows surrounding the fields which has proved difficult due to the soft ground. Suckers from the lime trees were being removed. The pitch continues to be maintained by the Rugby Club, with the Grounds Staff looking after the surrounding grass area.

The gate into the main carpark has been causing problems for users of the Community Centre due to misalignment of the closing mechanism. The Head Groundsman has carried out a modification and this seems to have resolved the problem. However, it was noted that one of the metal posts was corroding. The Head Groundsman would arrange to replace it.

Dorset Council would be providing four picnic benches as part of the money available from the Welcome Back Fund, including one suitable for use by a wheelchair user, to be placed in the Adventure Play Area. They will be secured with ground anchors which hopefully will be sufficient to prevent them being moved.

Redcotts Recreation Ground

The lime tree near the roundhouse which was showing signs of decay has been felled. In addition, two lime trees that are in the children's play area are unstable and will also be felled. This may lead to an opportunity for a tree being planted as part of the Tree Trail.

The Grounds Team has repainted the Roundhouse to cover up graffiti and there has been no graffiti activity in recent weeks.

The lime trees have now been pollarded.

Winter machinery maintenance has been carried out, as appropriate.

The Grounds Team has dug out and replaced part of the hedge on the perimeter of the Bowls Club. As previously reported, close boarded fencing has now been installed on its northern boundary. This has improved the security and look of the area.

However, it was noted that an 'experiment' by the Club to use ground mats to encourage grass seed growth around the outer edge of the bowling rink has been unsuccessful and the area is now extremely patchy. This had been undertaken unilaterally by the Bowls Club with no input or advice sought from the Grounds Team.

The Grounds Team has been assisting the Cemetery Groundsman with various maintenance tasks.



The quarterly play inspection reports have been received. The play areas at Leigh are categorised as 'low risk' but Redcotts has been categorised as 'medium risk' due to a broken basketball back board. The basketball facility was originally funded by Sports England and the Assistant Town Clerk is attempting to obtain further funding from them to replace the back board.

The Grounds Team has been keeping the grass short on the wildflower areas and have been scarifying the earth to reduce the grass in that area, thereby allowing wildflower seeds room to grow. New seeds will be sown in due course. A meandering grass path will be mown through the area to make it more attractive. The Grounds Team are doing a good job of keeping the areas tidy.

Table Tennis Tables

The table tennis tables at both facilities will be painted.

Dog Fouling

The Grounds Team continues to advise dog walkers of the need to pick up after their dogs as required. No fixed penalty notices have as yet been issued.

Dorset Council were present on 15 February 2022 clearing the pathway that leads to Redcotts Recreation Ground and runs between the paddock and the back of Moray Court.

Allotments – South of Leigh Road

The Allotments are now being allocated to the public. To date 24 of the 42 allotments have been let. Overall, the response has been positive from the licensees. Some requests have been received for consideration by the Committee and these are to be considered in item 3 of the Agenda.

The water trough is now working, (the mechanism to switch the supply on had been buried one foot underground), but it is not intended to switch the water supply on until mid-March when the risk of freezing pipes has reduced.

The Grounds Team recently left some wood chippings (from pollarding) for the allotment users to use and these were gratefully received.



RECREATION & LEISURE COMMITTEE

Date: 1 March 2022

Reference: Item 3: Allotments

Author: Committee Officer

Over 50% of the allotments have now been let and some requests have been received from licensees for consideration by the Committee:

- a. A request has been received for a small, formed wildlife pond on plot 33.
- b. A request has been received for dwarf apple trees to be planted, up to 6ft tall, at the edge of plot 29. At present this is not permitted as part of the licence conditions.

The Committee's instructions are requested. A copy of the licence and plan is attached for your information.



This LICENCE is dated the _____

PARTIES

- 1 Dorset Council of County Hall, Colliton Park, Dorchester, DT1 1XJ or its successor in title (the **Licensor**) and
- 2 (the **Licensee**).

IT IS HEREBY AGREED

1. Interpretation

The following definitions and rules of interpretation apply in this licence:

| | |
|----------------------------|--|
| Administration Fee: | a one-off fee, payable before the Licence is prepared |
| Allotment: | allotment plot number and shed of the Allotment Site. |
| Allotment Site; | Allotments, South of Parmiter Drive, Wimborne, Dorset. |
| Common Parts: | the Allotment Site excluding the Plots. |
| Deposit: | a one-off deposit of £50 |
| Licence Fee: | £ for the period from 1 st January to 31 December, per annum and subject to annual review. The licence fee is non-refundable once occupation takes place. |
| Payment Date | 1 st January each year. |
| Permitted Use | use as an allotment garden for the purpose of growing fruit, vegetables and flowers for domestic consumption by the Licensee and his family. |

Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

Unless the context otherwise requires, references to "Allotment" or "Allotment Site" include any part or parts thereof.

2. Licence to occupy

2.1 Subject to the terms of this licence, the Licensor permits the Licensee to occupy the Allotment in common with the Licensor.

2.2 The Licensee acknowledges that:

- a) The Licensee shall occupy the Allotment as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
- b) This licence is personal to the Licensee and is not assignable;
- c) The Licensor retains control, possession and management of the Allotment and the Licensee has no right to exclude from the Allotment the Licensor or others authorised by the Licensor;
- d) The Licensor and anyone authorised by the Licensor may at any time enter the Allotment for any reason without notice;
- e) The Licensor and anyone authorised by the Licensor reserve the right to access and inspect the Allotment at any time without notice; and
- f) The Licensor may at any time on giving reasonable notice require the Licensee to move to another allotment on the Allotment Site.

3. Licence Fee

3.1 The Licensee shall pay the Licensor the Licence Fee by a single annual instalment in advance, on or before each Licence Fee Payment Date.

3.2 The Licensee shall pay the Licence Fee by electronic bank transfer into such account as the Licensor shall notify to the Licensee from time to time or by cheque made payable to "Wimborne Minster Town Council and sent to Town Hall, 37 West Borough, Wimborne, BH21 1LT" or such other address as the Licensor shall notify to the Licensee from time to time.

3.3 The Licensor shall not issue a receipt for payments.

4. Use

4.1 The Licensee shall use the Allotment only for the Permitted Use.

4.2 The Licensee shall not use the Allotment for the purpose of animal husbandry, profit-making production or any other trade or business.

4.3 The Licensee shall not store anything on the Allotment apart from any belongings, materials and equipment that directly relate to the cultivation of the Allotment.

4.4 The Licensee may bring one vehicle onto the Allotment Site provided that:

- a) The vehicle is in a roadworthy condition;
- b) The vehicle shall only be driven over the accessways so designated from time to time by the Licensor;
- c) The vehicle shall only be parked in the area designated by the Licensor and marked on the attached plan and in consideration of other Allotment holders wishing to park.
- d) The vehicle shall not obstruct any path or accessway;
- e) No vehicle shall be kept on the Allotment Site overnight or remain on the Allotment Site when the Licensor is not at the Allotment Site.

- 4.5 The Licensee may pass and repass on foot only over such paths as are so designated from time to time by the Licensor.
- 4.6 The Licensee shall not install concrete bases or decking on the Allotment.
- 4.7 The Licensee shall keep the shed located on the Allotment provided by the Licensor in a reasonable condition and is responsible for ensuring the security of its contents.
- 4.8 The Licensee shall not lop or fell any tree growing on or near to the Allotment Site; nor shall he plant any trees on the Allotment or Allotment Site.
The Licensee is not permitted to burn any material on the Allotment Site.

5. Maintenance and cultivation

- 5.1 The Licensee shall:
- a) keep the Allotment tidy and clear of litter and rubbish;
 - b) keep the Allotment properly cultivated at all times throughout the year well manured, free from weeds and noxious plants and in good condition;
 - c) keep the Common Parts tidy and clear of litter and rubbish;
 - d) after the determination of this licence leave the Allotment in a clean and tidy condition and remove the Licensee's belongings, materials and equipment from the Allotment and the allocated shed;
 - e) only use environmentally friendly agents when carrying out pest and disease control;
 - f) secure the access gate to the Allotment Site with the padlock provided after entering or leaving and not disclose the padlock combination number to any other person; and
 - g) use the water provided by the Licensor only for the purpose of refilling watering cans or similar utensils
- .
- 5.2 The Licensee shall not:
- a) use weed killers;
 - b) use barbed or razor wire, glass, galvanised iron sheeting, carpet or matting;
 - d) cause compost to be created on any part of the Allotment Site other than on the Allotment.
 - e) erect or place any structure on the Allotment or without prior approval in writing by the Licensor.
 - f) make a permanent connection to the standpipe or connect a hose or water sprinkler direct to the standpipe.
- 5.3 If the Licensor considers the Allotment to be below the standard required by clause 5.1 of this licence, the Licensor shall notify the Licensee who shall within one month cultivate the Allotment to a standard acceptable to the Licensor.
- 5.4 If the Licensee fails to cultivate the Allotment to the standard required under clause 5.1 within one month of receiving a notice pursuant to clause 5.3, the Licensor has the right to determine this licence in accordance with clause 12.2 below and the deposit will be forfeited.

6. Agreement against parting with occupation

The Licensee shall not transfer, assign or part with occupation of the Allotment.

7. Nuisance

7.1 The Licensee shall not:

- a) do or permit to be done anything on the Allotment Site that is illegal or that may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or fellow Allotment licensees or any owner or occupier of neighbouring property;
- b) cause or permit to be caused any damage to the Allotment Site including sheds, fencing or gates or to any neighbouring land or buildings or to other property of the Licensor;
- c) dump any type of rubbish on the Allotment Site or onto any neighbouring land or buildings; and
- d) obstruct any path on the Allotment Site.

7.2 A breach of any part of clause 7.1 will result in the Licensor determining this licence in accordance with clause 12.3.

7.3 The Licensee shall not bring any noxious or contaminating materials onto the Allotment Site.

7.4 The Licensee shall report any criminal incidents associated with the use of the Allotment Site directly to the police by telephoning 101 or 999 in an emergency. Any suspicious activity observed by the Licensee whilst on the Allotment Site shall also be reported to the Police .

8. Animals

The Licensee shall ensure that any dog for which the Licensee is responsible which is brought onto the Allotment Site is securely held on a short leash. All faeces deposited by this dog shall be removed from the Allotment Site and appropriately disposed of.

No other animals are permitted to be brought onto the Allotment Site.

9. Fencing

The Licensee shall not erect or install any fence on the Allotment Site without the prior written consent of the Licensor.

10. Signs and advertisements

The Licensee shall not display any sign, notice, placard or advertisement on the Allotment Site.

11. Compliance with Licensor's requirements and statues

11.1 The Licensee shall comply with:

- a) any rules and regulations governing the Licensee's use of the Allotment that the Licensor may make and notify to the Licensee in writing from time to time;
- b) all requirements and recommendations of any suppliers of any services to the Allotment Site as are notified to the Licensee from time to time.

12. Determination of Licence

- 12.1 This licence may be determined by either party giving the other one month's advance notice in writing. Provided the Allotment has been left in a condition which is satisfactory in the opinion of the Licensor the deposit will be returned to the Licensee less any outstanding payments under this licence.
- 12.2 This licence may be determined by the Licensor giving one week's written notice to the Licensee if the Licensee fails to comply with clause 5.4 of this licence.
- 12.3 This licence may be determined immediately on written notice by the Licensor to the Licensee at any time following any other breach of this licence or following the death of the Licensee.

13. Notices

- 13.1 Any notice given under this licence shall be in writing and shall be:
 - a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the addresses listed at the beginning of this licence.
- 13.2 Any notice shall be deemed to have been received:
 - a) If delivered by hand, at the time the notice is left at the proper address; or
 - b) If sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting.
- 13.3 A party may change its address for service of notices by giving notice to the other party in writing, the change taking effect at 9.00am on the later of:
 - a) the date, if any, specified in the notice as the effective date for the change; or
 - b) the date five working days after deemed receipt of the notice.
 - c) the Licensee shall in any event advise the Licensor of any change of address to enable the Licensor's records to be maintained.

14. No warranties for use or condition

- 14.1 The Licensor gives no warranty that the Allotment is or will remain fit for the Permitted Use.
- 14.2 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 14.1.
- 14.3 Nothing in this clause shall limit or exclude any liability for fraud.

15. Limitation of Licensor's liability

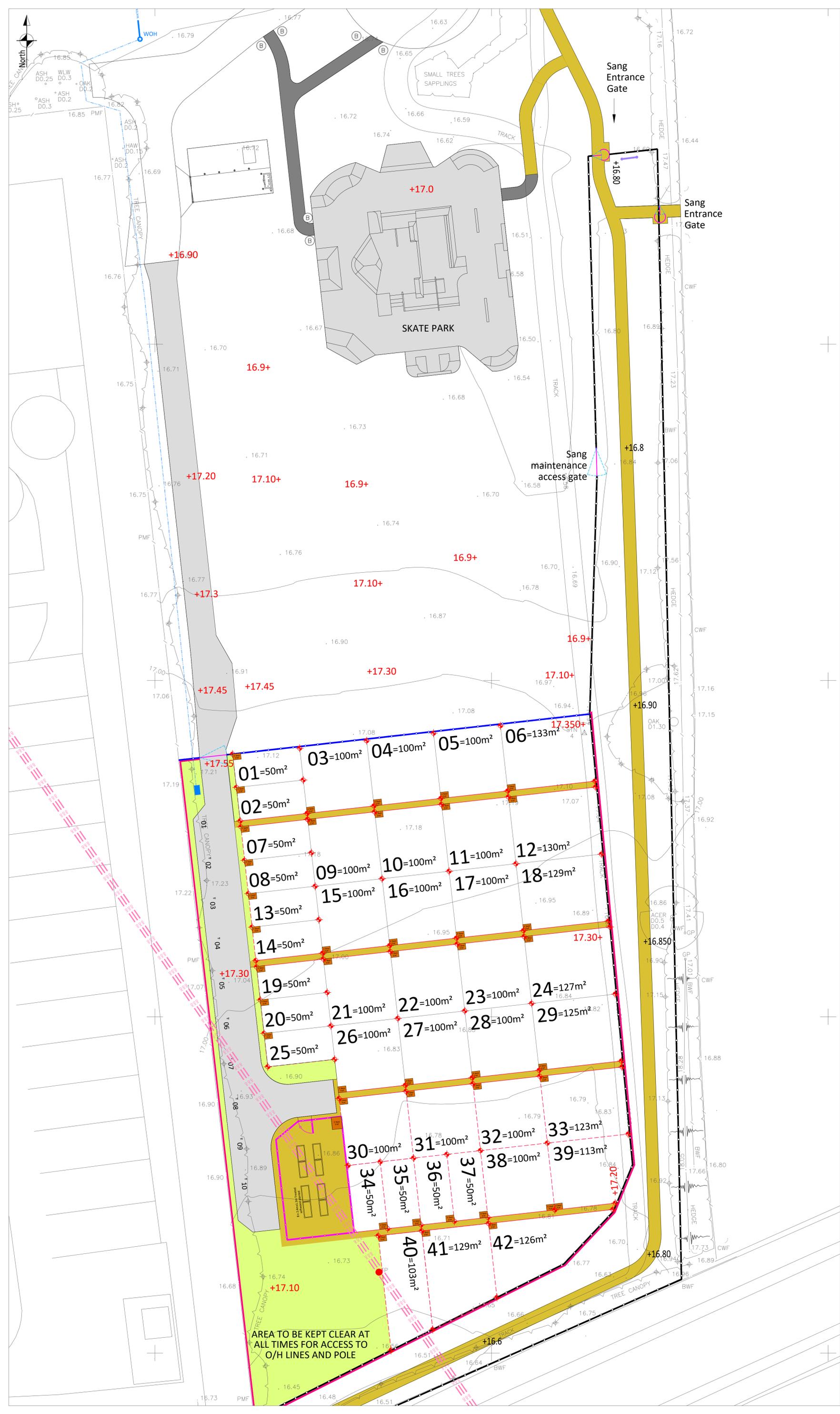
- 15.1 Subject to clause 15.2, whilst the Licensee is at the Allotment Site, the Licensor is not liable for any of the following:
 - a) the death of, or injury to the Licensee or his invitees; or
 - b) damage to any property of the Licensee or his invitees ; or
 - c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or his invitees ;

- 15.2 The Licensor shall not be liable for any damage or interruption in the use of the allotment by the Licensee as a result of flooding or other natural occurrences.
- 15.3 Nothing in clause 15.1 shall limit or exclude the Licensor's liability for:
- a) Death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
 - b) Any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.
- 15.4 The liability of the Licensor is limited to the value of the assets for the time being of Wimborne Minster Town Council.

Signed by Laurence Hewitt,
on behalf of the Licensor

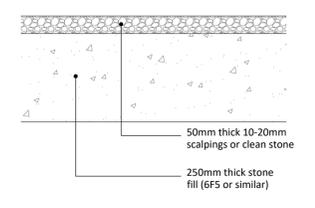
Signed by the Licensee

Printed

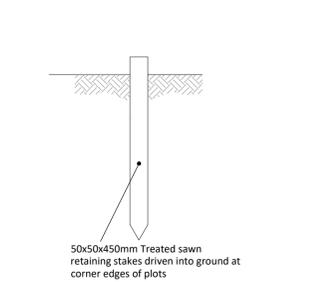


- LEGEND:**
- 1.8m wide tarmac path with Timber edgings
 - 1.8m wide hoggin path refer to WH-SANG-001
 - Area will be seeded with suitable wildflowers seed mix such as Emorgate EM1
 - 0.9m wide hoggin path with timber edgings
 - 4.1m wide hoggin drive
 - Rabbit proof netting on existing fence
 - Clippex Fence
 - Clippex Fence with Rabbit proof netting
 - 1.8m Green Weld mesh fencing
 - Post and Wire fence with DDA compliant gate
 - Timber Peg Demarcation
 - Timber Shed and storage 3'x2' and 6'x3'
 - 11kVA Overhead Cables
 - Telegraph pole
 - 2no. 4'x2' water trough with 32mm
 - 12' galvanized field gate
 - Proposed spot levels

CONSTRUCTION DETAILS:



Access Road Construction
Scale 1:10



Timber Demarcation Detail
Scale 1:10

| | | |
|------|----------|--|
| H | 28.07.20 | Shed sizes adjusted |
| G | 15.07.20 | Level amend to allotments and PDS |
| F | 09.06.20 | Drive edges removed, turning amended to layby. Small storage added to small plots. |
| E | 13.05.20 | Additional levels added; water main reduced to carpark. Allotment connection adjusted to suit water main. |
| D | 12.12.19 | Layout updated; turning head shortened; hoggin paths added DDA compliant area relocated; raised beds added. External fence amended to 1.8m weld mesh shed amended to 2.4m and added to all plots |
| C | 11.11.19 | Skate Park foundation information and setting out added. Short section of grave path changed to tarmac to skate park. Hoggin paths amended to grass; raised planters removed. Hoggin added to DDA fenced area; access specification amended. Specification amended. Posts denoted by peg |
| B | 15.10.19 | |
| A | 25.07.19 | Updated to Dorset Councils Comments |
| Rev. | Date | Notes |

1 Parkstone Road,
Poole, Dorset,
BH15 2NN

WYATT HOMES

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Project Title: **Saxonbury, Parmiter Drive. Wimborne**

Drawing Name: **ALLOTMENT General Arrangement**

Drawing Status: **FOR INFORMATION**

Scale: **1:250 @ A1** Drawn By: **HL**

Date: **27.09.18** Checked By: **HL**

Drawing No: **WH-Allotment-001** Revision: **H**

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