

MOORSIDE ALLOTMENTS ASSOCIATION

Committee meeting

**5.30pm on Tuesday 5 September 2023
Nunsmoor Centre, Fenham, NE4 5AH**

MINUTES

Present

Richard Littlewood (Chair), Steven McDonnell, Barbara Taylor, Nick Coster, Sarah Farrell, Emily Sweetman, Karen Brown, Nicola Francis

1 Apologies for absence

Frank Lightfoot, Susan Pownall, Simon Rutherford, Tony Whittle

2 Minutes of previous meeting (1 August) and matters arising

Actions of those present had been completed. It was noted to follow up with Susan at the next meeting on her actions.

Action: Emily

Sarah had encountered the Council's tree expert on site in the previous week. He had assessed three trees:

- the willow on Frank's plot was earmarked for pollarding /remedial work due to a discrete area of decay
- an ash tree intersecting four plots would need to be removed and would be scheduled for removal within the next two weeks.
- A beech at the border of the site with the moor would need action within the next year or so.

Minutes were agreed as a true record.

Action: Emily pass to Richard for publishing.

3 Chair's update

• Freeman / Lease

Lease: Nicola updated the committee, reminding members that the original bid for this site had been on the basis of a draft lease provided by Newcastle City Council, the detail of which had been subject to multiple questions and comments at the time. (Nicola had emailed the Council's named contact four times since and received no response. She noted that the Association had, however, been billed £1,500 by the Council for legal services in relation to the lease.)

Since then, the lease had been the subject of several conversations between the Freeman-managed sites and the Freeman, to attempt to resolve some of the more contentious clauses in the Councils draft. Moorside Allotments Association had clearly set out its concerns, chiefly:

- The potential to hold the lease signatories liable for costs in e.g. clearing the site on its closure. (Whilst it was acknowledged that it was by no means probable that individuals would be pursued for such costs, it would be legally *possible*.) Nicola had proposed an alternative clause, which would limit liability to the assets of the Association, and which could be strengthened further by preventing any offloading of assets. To avoid liability, some other Associations have either incorporated or were proposing to incorporate as Limited Companies with charitable objects. It was AGREED that this option remained open to Moorside Allotment Association, should it become necessary to sign the draft lease in its current form.
- A new definition of 'cultivation' (requiring clarification of what was included in the 75%).
- Bees might be prohibited under a clause relating to keeping of 'animals'.
- A clause appears to require the Council's consent any building to be erected, regardless of whether it met acceptable criteria, and despite the Council ceasing to be involved in the management of the sites.
- The level of insurance required would be £10 million rather than £5 million. (Higher rate policies tended to prohibit group bonfire events.)
- A strict plot size limit might require some amendments to existing plot boundaries.
- The Council was named in the draft lease as a party to be consulted, whilst having no formal responsibility since the Freeman have resumed management.

It was noted that the Freeman have given assurances in relation to some of the above matters, but the fact remained that any of the above clauses could be legally enforced.

At the most recent meeting of Freeman and their tenants, the Freeman set a deadline of 16 October for signing of the existing draft lease. It was not clear what the Freeman intended would happen in the event of sites not signing by this date.

Other Freeman-manage sites have been in discussion with each other and drafted an alternative lease based on another site which was previously managed by the Freeman, assuming this would be acceptable. Representatives from each site have indicated (or would imminently) they were be happy to sign the revised draft. It was not clear how this proposal would be received. It was noted that it was likely that the Association would need to be incorporated before signing any lease which increased its liabilities.

It was **AGREED** to await the Freeman's response to the newly drafted lease, and that, should the Association need to consider incorporating, it could do that relatively speedily, noting that only two weeks notice would be necessary before calling an Extraordinary General Meeting of the Association in order to proceed.

Action: Nicola to confirm with Newcastle City Council our intended course of action.

4 Other updates

- Trading Hut

No trading hut update in Susan's absence. [Provided later by email: The sales for August were £233.50.]

- Lettings

Tony had advised by email of 29 applicants on the waiting list and one current vacancy.

- Inspections

Nick had carried out the only inspections that week and noted attention required at plots 20b and 89.

Action: Emily to contact

Plot 107b had seen some improvement. A considerable number of plots were identified as 'to be monitored'. It was AGREED to reflect the committee's concerns in the next Chair's Update and to offer advice to plot holders about preparing their plots in the autumn for the next growing season.

Steven reported an issue arising for plot 96 and the new householder behind (Moorside North) seeking to access.

Action: Follow up with plot holder.

Nick observed orange hawkweed growing on plot 45. As an invasive species and on the noxious or quarantine list in other countries, it can spread through setting seed and through rhizome and stolon runners along the soil.

Action: Emily to advise them to hack off seed heads ASAP, dispose of them and dig it out.

- Health and Safety (Steven)

Nothing to report.

5 Open Day Update (Emily)

Plenty of people were willing to run stalls and bake for the refreshments stall at the open day. Banners were up on the fence. Volunteers helping set up tables and gazebos would meet on site at 5pm on Friday.

Action: Emily to send reminder to plot holders.

6 Any other business

- Fire Friday: Assuming it was able to go ahead once the issue of the Association's insurance level was confirmed, the event would need to be moved to 'Smoking Saturday' on the 4th of November due to the availability of the bbq wallah.

- Plot 60 (committee member Sarah Farrell)'s submitted proposal and plans for greenhouse and shed was approved as compliant with requirements.
- It was proposed that the Association acquire a second hand sit-on lawnmower, assuming one could be found at a good price. It was noted that the costs should be balanced against the ongoing costs of servicing of the regular mower, although this was usually paid by Pat and Tony Francis as a donation to the Association. (The committee was pleased to formally acknowledge this kind gesture.)
- **Action:** Simon to investigate suitable mowers and assess costs and other factors.
- Steven noted that the ground in some lanes needed attention where grass had grown through the gravel.

Action: Steven to weed kill.

7 Date of next meeting

5.30pm on Tuesday 3 October 2023