



**YOU ARE SUMMONED TO ATTEND A MEETING OF THE PARISH COUNCIL
TO BE HELD ON THURSDAY 12th MARCH 2020 AT 8PM
IN THE CHURCH ROOM, WEST WYCOMBE**

MEMBERS OF THE PUBLIC and PRESS ARE INVITED TO ATTEND

AGENDA

1. To accept apologies for absence
2. Declaration of disclosable pecuniary interests by Members relating to agenda items
3. To confirm and sign the minutes of the February Parish Council Meeting
4. Report on progress on items in the previous minutes

**MEETING CLOSED FOR PUBLIC QUESTIONS
MEETING RE-OPENED**

5. Correspondence – see Appendix 1
6. Planning Applications & decisions:
20/05383/CLP -16 Rosemary Close High Wycombe-Certificate of lawfulness for proposed construction of single storey rear extension
20/05429/CTREE -Fish Pond Field West Wycombe Park West Wycombe-Tree works as per schedule
7. To consider a request by a bee keeper to put hives on either the allotments or the top burial ground field and, if necessary, modify the allotment rules and regulations
8. To develop the allotment competition
9. To consider any highways issues
10. To discuss new noticeboards
11. To consider the Local Government Pension Scheme Discretionary Policy
12. To discuss the Annual Parish Meeting and the draft accounts for 2019 2020
13. To discuss the VE Day Commemorations
14. To consider the coronavirus -COVID19 and decisions or actions which may be required
15. To approve the accounts for March 2020 signing of cheques - appendix 2
16. Members questions
17. Date of next meeting - Annual Parish Meeting on Thursday 19th March 2020 at 8pm in The Church Room, normal Parish Council meeting – 9th April at 8pm in The Church Room

SHARON L. HENSON, CLERK

5.3.2020

**PLEASE REPLY TO: Clerk to the Parish Council, Mrs. Sharon L. Henson,
18, Portway Drive, West Wycombe, Buckinghamshire HP12 4AU
Telephone: 01494 – 448048 Email: clerk@westwycombe.org.uk**

Correspondence Received from 14th February – 5th March 2020

1. Website analysis for February – emailed.
2. Police and Crime Commissioner Newsletter – emailed
3. BMKALC - Election purdah and publicity information
4. FOI request from a resident about the Pedestal Playing Field – Clerk will respond within the statutory 20 days
5. WDC – information re Coronavirus COVID19 - on website
6. Guidance on Councillor allowances including those parishes who pay allowances, this does not apply to the annual Chairman's Allowance paid for extra work and travel in connection with their role– we do not pay Councillor Allowances but we have always paid a Chairman's Allowance.
7. Confirmation that the domain name – westwycombeparishcouncil.gov.uk has been accepted with conditions – once we have made our site accessible we will meet all the conditions required.
8. SLCC Clerks meeting in Chesham on 10th March – Clerk will attend
9. Notification that MH-P Internet is changing its company name to Parish Council Website as from 1st April.
10. Newsletter 8 from Bucks Unitary – emailed
11. Request from a beekeeper living in this parish for us to consider having hives on either the allotments or the burial ground top field – they have British Beekeeping Insurance and work in High Wycombe - emailed.
12. Chilterns Conservation Board newsletter -emailed
13. Notification from Buckinghamshire Council that all existing contracts with Bucks CC will be automatically transferred to the new Council on 1st April.
14. Copy of email complaint from one of our volunteer litter pickers about the litter caused by waste collection as well as the amount of litter on the West Wycombe Road from Plomer Hill.
15. Acceptances to attend or produce reports for the Annual Parish Meeting from West Wycombe Estate, St Lawrence PCC, West Wycombe Library, West Wycombe Cricket Club and West Wycombe Pre School. There are insufficient police officers to be able to send one to the meeting.
16. Wycombe Rural Forum agenda – 12th March – Cllr Mrs Smith and Clerk will attend.
17. Emails about the A4010 project – the bus shelter is leaking and we want this sorted.
18. Waste Transfer Note from TBS Ltd

Clerks Report

1. Clerk has issued invitations to all the local organisations for the Annual Parish Meeting
2. Clerk has sent photographs of tree damage in the top burial ground field to West Wycombe Estate.
3. The replacement basket swing has been installed.
4. The tools for the tri table have been delivered.
5. Collection of the litter pick bags has been requested as well as more bags for the future.
6. Clerk is waiting to hear from Chiltern Rangers regarding our ideas for an environmental project. There is also a contact within the Chilterns Conservation Board's Chalk, Cherries and Chairs project.
7. We should be able to claim back £4,387.36 in VAT as long as no further invoices are received.
8. We should have a final bank balance of £24,427.93.

Payments to be made in March 2020

| | | |
|-------------------------------------|----------------|--|
| Mrs S Henson | 593.62 | February salary |
| Bucks CC | 221.30 | March pension |
| HMRC - online | 90.38 | Tax and NI |
| Mrs S Henson | 42.70 | January and February mileage and expenses |
| Acorn Landscaping | 199.81 | 11/12 highways grass cutting |
| TBS Hygiene | 100.80 | February collections |
| Earth Anchors Ltd | 144.00 | Tri table kit |
| Sovereign Design & Play Systems Ltd | 6492.46 | Balance on basket swing, removal, installation, security |
| Sparkx Ltd | 216.00 | Street light repairs |
| Chiltern District Council | 77.22 | Burial ground waste collection – quarterly |
| Information Commissioner (dd) | 40.00 | Data Protection |
| Southern Electric (dd) | 25.92 | Feeder pillar energy |
| Southern Electric (dd) | 28.08 | Feeder pillar energy |
| Southern Electric (dd) | 74.24 | Street light energy |
| Total | 8346.53 | |

Statement of Account as at 1st March 2020

| | |
|--|-----------------|
| Opening balance – 1 st February | 36759.34 |
| Less February cheques, dd's | 3994.88 |
| Plus | 10.00 |
| Total | 32774.46 |

West Wycombe Parish Council

Discretionary Policy for the Local Government Pension Scheme (Benefits, Membership and Contributions Regulations 2008) and Local Government Pension Scheme Regulations 2014

West Wycombe Parish Council having carefully considered all the cost implications of the following discretionary items in relation to staff pensions has resolved not to apply any of the discretions to all employees of West Wycombe Parish Council who have elected to join the Local Government Pension Scheme.

1. West Wycombe Parish Council will not award augmented years to increase the membership (pensionable service) of a current employee in the pension scheme by up to 10 years.
2. West Wycombe Parish Council will not be adopting the discretion to award up to £5000 per year additional pension on retirement.
3. West Wycombe Parish Council will not pay any benefits to an employee who reduces their hours or grade (flexible retirement).
4. West Wycombe Parish Council will not waive, in whole or in part, actuarial reduction on benefits paid on flexible retirement.
5. West Wycombe Parish Council will not permit early payment of pension on or after age 55 and before age 60 to either active or deferred members.
6. West Wycombe Parish Council will not waive, on compassionate grounds, actuarial reduction to benefits paid early for either a current employee or for a former employee.
7. West Wycombe Parish Council will not permit late inward transfer of pension rights. A request to transfer pension rights into the LGPS must be made within 12 months of joining the scheme. Any request to transfer pension rights after the twelve month limit will be declined.
8. West Wycombe Parish Council will not grant an application for reinstatement of a suspended tier 3 ill health pension on or after age 55 and before age 60.
9. West Wycombe Parish Council will not waive, on compassionate grounds, the actuarial reduction applied to the reinstatement of a suspended tier 3 ill health pension paid early (i.e. on or after age 55 and before age 60).
10. West Wycombe Parish Council will not adopt a discretionary injury benefit scheme.
11. West Wycombe Parish Council will not grant extra annual pension of up to £6,500 to an active Scheme member or within 6 months of leaving to a member whose employment was terminated on the grounds of redundancy or business efficiency.
12. West Wycombe Parish Council will not allow an active Scheme member who wishes to purchase extra annual pension of up to £6,500 by making Additional Pension Contributions (APCs), to (voluntarily) contribute towards the cost of purchasing that extra pension via a Shared Cost Additional Pension Contribution (SCAPC).
13. West Wycombe Parish Council will not permit flexible retirement for staff aged 55 or over who, with the agreement of the employer, reduce their working hours or grade.
14. As the 85 year rule does not (other than on flexible retirement) automatically apply to members who would otherwise be subject to it and who choose to voluntarily draw their benefits on or after age 55 and before age 60, West Wycombe Parish Council will not switch the 85-year rule back on for such members.
15. West Wycombe Parish Council will not waive any actuarial reductions.



**TENANCY AGREEMENT AND
TERMS AND CONDITIONS SUBJECT TO WHICH
ALLOTMENT GARDENS ARE LET BY THE PARISH COUNCIL**

1. With effect from 29th September 2019, Michaelmas, the rent per half allotment per annum shall be £15.

A combination lock is fitted to the allotment gates, for the security of the Tenant's crops and property. The combination will be issued to all Tenants on payment of the rent.

2. Tenancies shall be yearly from 1 October, on which date a year's rent shall become due. This rent is subject to review.

A letter will be sent to Tenants who have not paid by the 22nd October, giving FORTY DAYS' NOTICE TO PAY, failure to respond within that time, will result in ONE MONTH'S NOTICE TO TERMINATE THE TENANCY.

3. The Tenant shall have the right to terminate the tenancy by the giving of not less than three month's notice in writing. Provision will be made with the agreement of the Parish Council for the outgoing tenant to harvest such crops as available within this notice period. Upon giving up the Tenancy of the allotment garden, the Tenant shall be refunded on a pro-rata basis any rent as may have been overpaid, provided the allotment garden is left in a reasonable condition.
4. The Parish Council shall have the right to terminate the Tenancy by one year's notice.
5. The maximum area of land rented at any one time by any one tenant is one full allotment plot.
6. The Parish Council shall not be responsible for the payment of compensation for Tenants' improvements.
7. The Tenant shall accept the following responsibilities, each one of which is a condition subject to which the Tenancy is held
 - (a) The Tenant shall keep the allotment garden clean, and in a good state of cultivation and fertility and in good condition and shall maintain in good order the path to the lower side of their plot and on the hedge boundary.
 - (b) The Parish Council will inspect all allotments twice annually to ensure that tenants are not in breach of the tenancy agreement. If it is determined that a breach has occurred notification to the relevant tenant will be in writing.

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- (c) The Tenant shall not cause any nuisance or annoyance to the occupier of any allotment garden, or obstruct any path set out by the Parish Council for the use of the occupiers of the allotment gardens, or the Parish Council's employees.

ENVIRONMENTAL PROTECTION ACT 1990 - Nuisances from Garden Bonfires, Section 79 and Section 80 of the Environmental Protection Act makes it an offence, subject to a maximum fine of £20,000, to cause a nuisance arising from the burning of garden refuse. You are advised therefore that, wherever possible, you should compost garden refuse, failing that, it should be removed to the Civic Amenity Refuse Disposal facility at High Heavens or Wiggins Lane. When the burning of garden refuse is unavoidable you should leave material until it is completely dry before burning, small quantities only should be added to the fire, and it should not be allowed to smoulder for long periods.

Your co-operation in reducing smoke pollution of the atmosphere would be appreciated by complying with the Parish Council's Guidance on Allotment Bonfires.

- (d) The Tenant shall not underlet, assign, or part with the possession of the allotment garden or any part of it, without the written consent of the Parish Council.
- (e) The Tenant shall not, without the written consent of the Parish Council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand or clay.
- (f) The Tenant shall not, without the written consent of the Parish Council, erect any building on the allotment garden, other than a small garden shed. Garden sheds must be either dark brown or dark green in colour or left as natural wood and no bigger than 6ft x 4ft.
- (g) The Tenant shall not use barbed wire for a fence adjoining any path set out by the Parish Council for the use of the occupiers of the allotment gardens.
- (h) The Tenant shall observe and perform any other special condition which the Parish Council consider necessary to preserve the allotment garden from deterioration.
- (i) Water butts or any other container provided at the Tenant's own expense must be dark green, brown or black in colour.
- (j) The water supply will be turned off from 1st November to the last day of February. Tenants may use the water supply with watering cans or their own hand held hose which is to be removed from the tap after use. No sprinklers or soaker hoses are to be used.
- (k) The Tenant shall ensure that any dog brought on to the allotment gardens is securely held on a leash.
- (l) The Tenant shall not keep any animals, livestock or bees on the allotment gardens.

- (m) The Tenant shall not deposit on the allotment garden, any refuse, perishable or otherwise (except manure and compost to enable and enhance growing), or place any matter in any hedges or dykes on the allotment site.
 - (n) The Tenant shall notify the Parish Council of any permanent change of address.
 - (o) No asbestos material shall be brought onto the allotment site for any purpose.
8. The Tenant will be expected to acquiesce in any readjustment of boundaries or plots that may be found necessary after the Parish Council have carried out any detailed survey of their allotment gardens.
9. The Tenant shall permit an Officer, employee or agent of the Parish Council, to enter onto the allotment garden for the purpose of inspecting or maintaining the Parish Council's property.
10. The Parish Council or any representative of the Parish Council will not be held responsible for any property taken onto the allotment.
11. The Tenant will be responsible for insurance covering any property i.e. shed or tools or personal accidents on their allotment plot.
12. The Parish Council holds public liability insurance cover. They will not be responsible for any loss or damage to tenant's property or accidents within the tenants plot.
13. The Tenancy shall cease on the death of the Tenant, and may also cease in any of the following manners:
- (1) By the Parish Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden being required for:
 - (i) any purpose (not being the use of the same for agriculture) for which is has been appropriated under a statutory provision;
 - (2) By the Parish Council at any time after giving one month's previous notice in writing to the Tenant;
 - (i) if the rent or any part thereof is in arrears for not less than forty days - whether legally demanded or not.
 - (ii) if there has been a breach of the Parish Council's terms and conditions set out in this Tenancy Agreement on the part of the Tenant.
14. Any notice required to be given by the Parish Council to the Tenant, may be signed by the Parish Clerk, and may be served on the Tenant either personally, or by leaving it at the Tenant's last known address - or by prepaid post addressed to the Tenant there, or by fixing the notice in a conspicuous manner on the allotment garden.
Any notice required to be given by the Tenant to the Parish Council, shall be sufficiently served if signed by the Tenant and sent by prepaid post to the Parish Clerk, or signed by the Tenant and delivered by hand to the Parish Council Offices.
15. Any matters relating to the Tenancy of an allotment garden that are not covered by or specifically referred to in this Agreement or Terms and Conditions shall be settled by negotiations between the Council and the Tenant.

**WEST WYCOMBE PARISH COUNCIL
ALLOTMENT TENANCY AGREEMENT**

I agree to accept and abide by the Terms and Conditions set out in the Tenancy Agreement.

Name

Address

.....Post Code.....

Telephone Number.....

Email address.....

Site..... Plot No.

Size of plot..... Rent from

Signed..... (Tenant) Date.....

Countersigned (Parish Clerk)

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Chorley Road Allotment Competition idea

Whole and Half Plot and Newcomers

Use of Space

Variety of Crops

Healthiest Crops

Use of Various Growing Methods

Eco Friendly

Use of Recycled Materials

Innovative

Another idea

Plots are judged in three categories – Whole and Half Plot and New Comers.

New Members are eligible for this category for the first 2 years of tenancy

Whole/Half Plot Competition

1. QUALITY of crops, to include your own choice of veg, fruit, flowers and plants (Max. 150 points)
2. ORIGINALITY of layout and design (Max. 25 points)
3. CONDITION of plot (Max. 50 points)
4. VISUAL aspect of plot (Max. 25 points)
5. USE OF ENVIRONMENTALLY FRIENDLY TECHNIQUES/METHODS (Max 50 points)