Minutes of a meeting of the Leisure Services Committee held at the Oakwood Centre on Tuesday 7 November 2023 at 8:00 pm

Present: Councillors D. Smith (Chairman); Y. Edwards; D. Errawalla; M. Firmager;

R. Horskins; C. Jewell; M. Kennedy;

Officers present: K. Murray, Town Clerk; E. Whitesmith, Leisure Services Manager;

M. Filmore, Committee Officer

Also present: *Cllr V. Lewis (Virtual Attendance)*

1 member of the public

24. **APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillors Charles Bey, Gilder and Lewis.

25. **DECLARATIONS OF INTEREST**

Councillor C. Jewell – Personal interest: Agenda item 10 – Allotments Working Group: as Councillor Jewell is an allotment holder. Councillor Jewell took no part in the discussion and abstained from voting on this item.

26. MINUTES OF THE MEETING HELD ON 5 SEPTEMBER 2023

RESOLVED:

◆ That the minutes of the Leisure Services Committee meeting of 5 September 2023 be approved and signed by the Chairman as a correct record.

27. **ACTIONS / FOLLOW UPS**

The Committee Officer explained the introduction of the new actions / follow ups agenda item. Members noted that the document aims to capture any actions and follow up items raised at previous meetings, with updates provided until the item is deemed complete.

Members noted that, in relation to the action associated with minute 18 (LS 5 Sep 2023), Councillor Soane had now been spoken to and had agreed to stand down as town council representative to the Friends of Woodford Park. This vacancy would be included in the Full Council agenda in December for a new appointment, and Councillor Horskins had indicated he would be interested in taking up this position.

28. **BUDGETARY CONTROL**

Members reviewed the Budgetary Control report.

In response to queries as to whether expenditure on certain items was lower than expected in part because of the recent court decision that leisure services were exempt from VAT charges, the Town Clerk explained that spending on certain items is seasonal, and it would be difficult to make a full judgement on this until later in the financial year.

RESOLVED:

♦ To note Report No. LS 18/23.

29. WOODFORD PARK LEISURE CENTRE, SPORTS DEVELOPMENT AND ACTIVITIES

The Leisure Services Manager presented Report No. LS 19/23.

Following a suggestion, the Leisure Services Manager confirmed that he hoped to create a promotional video to market the new gym equipment once it has been installed in December. It was also suggested that images of the gym, currently provided in a pdf document on the website, might be better embedded into webpages. The Committee Officer advised that the website is currently undergoing a re-design, and this could be taken into account.

Following discussion regarding imminent repairs required to two areas of the 3G pitch, near to the penalty spots, it was noted that the Council pays £12k per annum into an earmarked reserve for the replacement of the pitch, which is seven years old and has an estimated lifespan of 10 years.

RESOLVED:

◆ To note Report No. LS 19/23.

30. PARKS AND BUILDINGS

It was noted that Councillor Lewis had joined the meeting virtually.

The Town Clerk presented Report No. LS 20/23.

Following a query as to whether the new water supply to the town centre garden had a lock, the Town Clerk said he would look into this.

With regards to the tree works taking place to the large Poplars near to the Council's maintenance depot, the Town Clerk confirmed they would need to be felled. It was suggested that the resulting tree stumps might be used to create a stumpery in the park, and the Town Clerk advised that this would be attempted.

The Town Clerk advised that the process to recruit a new maintenance officer was ongoing. It was noted that the earlier attempt had not been successful, in part due to advertising of the role taking place over the summer holidays, and it was hoped that re-advertising the post now might be more successful.

Following a query, the Town Clerk confirmed that the new bins installed at Malone Park were mixed recycling bins.

RESOLVED:

◆ To note Report No. LS 20/23.

31. **COMMUNITY YOUTH PARTNERSHIP**

RESOLVED:

- ◆ To note that Sam Milligan (Just Around the Corner) has joined the partnership as a voluntary sector representative.
- ◆ To note Report No. LS 21/23 of the Community Youth Partnership meeting held on 19 September 2023.

32. YOUTH SUPPORT SERVICE WORKING GROUP

The Committee Officer provided Members with an update on the actions included in the working group's action plan, as set out in Report No. LS 22/23 of the Youth Support Service task and finish working group meeting held on 3 October 2023. Members noted these updates would be provided at the next meeting of the working group, due to be held on 15 November, which would be formally reported to the next meeting of the Committee.

RESOLVED:

- ◆ To note the appointment of Cllr Edwards as the Labour Group member on this working group.
- ♦ To note Report No. LS 22/23 of the Youth Support Service task & finish working group meeting held on 3 October 2023.

33. **ALLOTMENTS WORKING GROUP**

Councillor Horskins presented Report No. LS 23/23 of the Allotments task and finish working group meeting, held on 23 October 2023.

Members noted that the biggest update in the revised allotments tenancy agreement was that bonfires would be prohibited from January 2025. The Town Clerk advised that information on this change, including advice about alternative methods of disposing or repurposing waste at the allotments, would be provided in the upcoming tenancy renewal letters, and throughout 2024 in the lead up to the change. It was noted that the prohibition of bonfires was an item included in the Council's Climate Emergency Action Plan.

Following a vote, it was:

RESOLVED:

- ♦ To note Report No. LS 23/23 of the Allotments task & finish working group meeting held on 23 October 2023
- ◆ To approve the amended allotment tenancy agreement, as set out at **Appendix A**.

Voting: For: 5 Against: 0 Abstain: 1 No Vote: 1

34. WHEBLE PARK

The Town Clerk advised that he had received questions regarding this item from Councillor Charles Bey earlier in the day, and that he would circulate a response to all Members.

The Town Clerk explained that the exploration of potential improvements to the play equipment at Wheble Park had been instigated following a request from Councillor Charles Bey. Members noted that a concern had been raised at the last Strategy & Resources Committee meeting about spending money on Wheble Park when the park is owned by Reading Borough Council and only leased by the Town Council.

Members supported the recommendation to explore the transfer of land ownership from Reading Borough Council to the Town Council. It was suggested the transfer should be requested as a 'gift' with a nominal charge of £1, noting that the current annual lease fee was only £206. The Chairman suggested that potential improvements to the park should continue to be considered in parallel with this as, regardless of whether the transfer of the land takes place, improvements are required which Woodley residents would expect the Town Council to undertake.

It was highlighted that, whilst the lease fee was minimal, the land would potential be prime for development, and so Reading Borough Council may place a higher price on the value of the land and be reluctant to sell.

RESOLVED:

- ♦ To note Report No. LS 24/23.
- ◆ To request the transfer of ownership of Wheble Park from Reading Borough Council to Woodley Town Council.

◆ For officers to consider options for improving play equipment at the park, to be reported back to the Committee at the next meeting.

35. **WOODFORD PARK LEISURE CENTRE – FUTURE PLANS**

Members considered Report No. LS 25/23.

The Town Clerk advised that the purpose of setting up a task and finish working group would be to consider how the leisure centre might be redeveloped and what future leisure services might be delivered from there, particularly taking account of old and underused areas of the centre. It was noted that the proposed terms of references did not include any financial considerations at this stage as it was envisaged that the working group would develop options and undertake feasibility studies with the aim of feeding back potential costs for consideration in future budgets.

In reference to re-purposing the old football wing, it was requested that this space be considered should the Youth Support Services working group pursue the option of providing a venue for youth services in the area.

Councillor Kennedy proposed that, in the terms of reference, the word 'maximise' be replaced with 'optimised' in points 5.1 a) and 5.3 e). Following a vote, it was:

RESOLVED:

- ◆ To note Report No. LS 25/23.
- ◆ To set up a WPLC Development task and finish working group, in line with the amended terms of reference set out as **Appendix B**.

Voting: For: 5 Against: 0 Abstain: 1 No Vote: 1

♦ To appoint Councillors Horskins, Kennedy and Smith to the WPLC Development task and finish working group, with the Labour Group appointing their representative after the meeting via email.

36. YOUTH GRANT APPLICATIONS

The Committee Officer advised that, in a new process, a scoring matrix had been provided for each youth grant application with the agenda with the intention that Members complete the matrix by consensus. It was highlighted that this matrix had been setup following a previous request from Members, and had been circulated to all Town Councillors previously for comment. The Committee Officer also highlighted that the questions included in the scoring matrix directly linked with the grant guidelines previously approved by the Committee.

Members discussed the applications at length, with the Chairman asking each Member in turn to state whether they felt the applications should receive the requested grant or not. Recognising that this was the first time the Committee had considered grants of this nature, it was noted that the decision was difficult, and there was uncertainty as to the use and benefit of the scoring matrix. It was also suggested it would be beneficial for the applications to record organisations overall income / expenditure, so as to allow the Committee to consider the grant request in light of the organisations overall budget.

It was proposed by Councillor Jewell, seconded by Councillor Horskins, and following a vote it was:

RESOLVED:

 \bullet To consider awarding a sum of £2,500 in respect of each application.

Voting: For: 5 Against: 1 Abstain: 0 No Vote: 1

The Committee then proceeded to vote on whether to award each application individually, and it was:

RESOLVED:

- ◆ To recommend to the Strategy & Resources Committee that the following youth grants be awarded:
 - o Me2 Club £2,500

Voting: For: 5 Against: 1 Abstain: 0 No Vote: 1

o Berkshire Renegades - £2,500

Voting: For: 2 Against: 1 Abstain: 3 No Vote: 1

Councillor Kennedy requested that it be noted that he voted against these applications due to the fact that he felt neither application met the grant guidelines in respect of the preference which should be given to activities where Woodley residents are the primary beneficiaries.

37. FRIENDS OF WOODFORD PARK UPDATE

Members noted the report from the Friends of Woodford Park (FoWP), as set out in the agenda.

With regards to the points raised in the report, including park related comments received by the FoWP from members of the public, the following updates were provided at the meeting:

- Councillor Soane had agreed to step down as the Town Council representative to the FoWP, in preference for a Member of Leisure Services being appointed. In line with standing orders, a replacement is due to be appointed at the next Full Council meeting, due to be held on 5 December.
- Budget has been approved as part of the capital projects programme to reinforce the desire line path across the middle of the memorial ground with reinforced ground matting.
- The Council has raised concerns regarding eScooters with local MPs and the police in the past 12 months. Consideration will be made to improving signage in the park, to prohibit eScooting and encourage considerate cycling.
- The Council does plan to re-instate colourful planting of in the small wooden planters by the gate of the Garden of Remembrance, and will look into this for next year.
- The Council will increase publicity regarding the Council's memorial plaque service.

It was requested that the above updates be formally provided to the FoWP.

38. **FUTURE AGENDA ITEMS**

Following a query regarding the state of the Council's notice boards, the Town Clerk advised that budget had been approved in the capital project programme for the replacement of these boards.

39. **PUBLICITY AND WEBSITE**

Other than the request to increase publicity regarding the Council's memorial plaque service, there were no additional publicity or website items raised by Members.

The meeting closed at 9:35 pm

Woodley Town Council TENANCY AGREEMENT FOR ALLOTMENT PLOT HOLDERS (For domestic and charitable cultivation only)

THIS AGREEMENT made on this FIRST DAY OF JANUARY TWO THOUSAND AND TWENTY FIVE BETWEEN Woodley Town Council (hereinafter called the Council) and XXXX (hereinafter called the Tenant) by which it is agreed that:

- The Council agrees to let and the Tenant agrees to hire, as a tenant from 1st January 2025, the Allotment, the area being XX
 POLE RESIDENT/NON-RESIDENT at £X.XX per pole and part of the Allotments provided by the Council at Reading Road and
 at the current rent of £XX.XX and numbered XXXX in the Council Allotment Register.
 - 2.1. The rent shall be paid on 1st January 2023 until 31st December 2023 and shall be for a period of 12 months.
 - 2.2. The rent shall become due on 1st January and paid within 28 days thereafter, to cover the calendar year to 31 December. Plots taken after 1st January will be charged on a pro-rata basis to 31 December.
 - 2.3. The Council shall review the rent annually and provide at least 12 months notice in writing of any change, in accordance with the Allotment Act 1950.
- 3. This agreement replaces all previous allotments agreements, if any exist, between the Council and the Tenant.
- 4. The tenancy is subject to the conditions and provision of the Allotment Acts 1908-1950 and any other enactments regulations or orders relating to allotments and in particular to the following conditions:
 - 4.1. The Tenant shall insofar as is consistent with their tenancy of the allotment plot observe and perform all conditions and covenants contained in the Lease or Agreement (if any) under which the Council holds the land.
 - 4.2. The rent shall be paid in advance on the first day of January in each year. It is the Tenants responsibility to inform the Council that they are in receipt of the state pension and provide such evidence as is necessary in order to qualify for any discount agreed by the Council.
 - 4.3. At the start of first year of the tenancy the Tenant shall be charged:
 - 4.3.1. A one off fee of £5.00 towards the running and maintenance costs of toilet provision.
 - 4.3.2. A one off fee of £5.00 towards the security of the allotment site.
 - 4.3.3. A key deposit fee of £15 refundable upon termination of the tenancy and return of the key. Replacement or additional keys are available from the Council on application and payment of a key deposit. The tenant may not make copies of their keys.
 - 4.4. The Tenant shall use the plot as an allotment garden as defined by the Allotment Act 1922, wholly or mainly for the cultivation and production of vegetables, fruit and flower crops for consumption or enjoyment by the Tenant and their family, or charitable donation and no other purpose.

4.5.

- 4.5.1.1. The Tenant shall have at least 25% of the allotment garden under cultivation of crops within three months of the start of first year of the tenancy.
- 4.5.1.2. 50% of the allotment garden under cultivation of crops within 6 months of the start of the first year of the tenancy.
- 4.5.1.3. 70% of the allotment garden under cultivation of crops after 12 months of the start of the first year of the tenancy and thereafter. Plot inspections will be carried out on a regular basis to measure adherence to these requirements.
- 4.5.2. The percentage of the allotment garden required to be cultivated within the first three months may be changed at the discretion of the Council, dependent on the condition of the plot at the time of starting the tenancy. Any change agreed will be in consultation with Allotment Tenants Committee and confirmed in writing by the Council.
- 4.5.3. All allotments are to be surrounded by 2 foot wide grass path marking the limits of the cultivation area. Tenants must not extend the boundary of their plot without prior agreement of the Council. The Tenant shall keep the allotment, including surrounding paths on or immediately adjoined to their plot, well maintained, free from weeds, noxious plants and any hazards, such as broken glass and scrap.

- 4.6. The Tenant shall not bring to or use on the site, any carpets, asbestos containing materials, any waste items or materials, including banned chemicals, white goods, urine and green waste from offsite. However, items specifically for the betterment of the plot may be permitted e.g. woodchip, manure by agreement with the Council.
- 4.7. Every allotment plot shall bear a number and every tenant shall be responsible for providing and displaying this number, no larger than 10° x 6° , in a prominent position on the plot.
- 4.8. The Tenant shall not plant trees other than dwarf fruiting trees and or fruiting bushes without the prior written consent of the Council. Saplings of potentially large trees such as oak, sycamore and walnut and smaller trees such as cherry growing on the Tenant's allotment must be removed by the tenant. These may be relocated off-site, with written consent from the Council.

4.9.

- 4.9.1. The tenant shall abide by the speed limit of 5mph in force on the site.
- 4.9.2. The tenant shall not cause any nuisance, annoyance or use abusive behaviour whether physical, verbal or written, to the occupier of any other allotment plot or occupiers of adjacent properties.
- 4.9.3. Where a plot abuts a neighbouring property care should be taken to avoid causing nuisance to the occupier of the property. Any erection/structure should be at least 1 metre away from the property boundary.
- 4.9.4. Where the Tenant maintains a compost heap on a plot abutting a neighbouring property, this should be contained and at least 1 metre away from the property boundary.
- 4.10. The Tenant shall not erect any building, shed, greenhouse, polytunnel or fence without the written consent of the Council.
- 4.11. The Tenant shall not without the written consent of the Council cut or prune any timber on any trees except the proper pruning of fruit trees or bushes in the proper course of husbandry or take or sell or carry away any mineral gravel, sand or clay or permit any other person to do so.
- 4.12. The Tenant shall not store any vehicles, vehicle parts or tyres on the allotment site.
- 4.13. The Tenant shall not keep any livestock or poultry on the allotment hereby let.
- 4.14. The Tenant shall not remove from their allotment plot to another part of the site any material whatsoever but shall dispose of it responsibly.
- 4.15. The Tenant shall not trespass onto or remove any item(s) from another plot, unless permission by the Council has been given.
- 4.16. The Tenant shall not deposit refuse or obstruct any paths and roads set out by the Council for the use of the occupiers of the allotments.
- 4.17. No bonfires shall be allowed on site at any time.
- 4.18. The Tenant shall not remove any water tank fitting in order to by-pass the valve and the use of a hosepipe from the water tank is not permitted. Tenants should be mindful of the needs of neighbouring tenants when using water.
- 4.19. The Tenant shall not sub-let, assign or part with possession of the allotment or any part of it.

4.20.

- 4.20.1. The Tenant must notify the Council within one month of any change of address
- 4.20.2. If the Tenant wishes to give up their tenancy at any time they shall forthwith inform the Town Clerk and return the key to the Council Offices (any rent paid in advance will not be refundable)
- 4.21. The Tenant shall observe and perform any other special conditions which the Council considers necessary to preserve the allotment from deterioration and to which notice to the applicants is given in accordance with any rules made by the Council with respect to allotments.

- 4.22. Any dispute between tenants shall be referred to and settled by the Town Clerk but in the event of a Tenant being dissatisfied with the Clerk's determination of a dispute the Tenant shall be entitled to appeal to the Council whose decision on the matter shall be final and conclusive.
- 4.23. Any member or officer of the Council shall be entitled at any time when authorised by the Council to enter and inspect the allotment site.
- 4.24. The Tenant shall not later than the termination of their tenancy remove or cause to be removed at the request or the direction of the Town Clerk or other responsible official of the Council, all rubbish, plastic, carpet, other waste, buildings and foundations thereof from the allotment; If the Town Clerk so requests in writing and if the outgoing tenant refuses or fails to remove any of the above, they may be removed by the Council with the cost being charged to the outgoing tenant.
- 4.25. The Tenant of a charity plot must provide copies of relevant insurance, suitable risk assessments to the Council, prior to renewal of their tenancy in January.
- 4.26. Joint tenants are permitted, however, they may only become the primary tenant after 18 months, unless otherwise agreed by the Council. If a joint Tenant is allocated a plot of their own, they will no longer be eligible to become the primary tenant of the plot on which they share joint tenancy.
- 4.27. Tenants on starter plots (2.5 poles and below) may increase their plot size after one year, subject to plot availability and agreement from the Woodley Allotments Tenancy Association. Tenants who are having difficulty working larger plots may downsize to a smaller plot, subject to plot availability and agreement from the Woodley Allotments Tenants Association.
- 4.28. The Tenancy may cease in any of the following manners:
 - 4.28.1. by the Council at any time after giving three months previous notice in writing to the Tenant on account of the allotment garden being required for:
 - 4.28.1.1. Any purpose (not being the use of the same for agriculture) for which it has been appropriated under a statutory provision;
 - 4.28.1.2. For building, mining or any other industrial purpose;
 - 4.28.1.3. For any roads or sewers necessary in connection with any of those purposes.
 - 4.28.2. by the Council at any time after giving one months previous notice in writing to the Tenant;
 - 4.28.2.1. if the rent or any part thereof is in arrears for not less than 28 days whether legally demanded or not.
 - 4.28.2.2. if there has been a breach of the Council's Terms and Conditions set out in this tenancy agreement on the part of the Tenant.
 - 4.28.2.3. If the Tenant is resident more than one mile outside of the Parish of Woodley, unless the Tenant is a Reading resident as provided for in the terms of the Lease with Reading Borough Council.

5.

- 5.1. Any notice to be served on the Tenant shall be validly served if sent by ordinary letter post to the Tenant addressed to his or her address as entered in the Allotment Register or by affixing the same in some conspicuous manner on the allotment plot to which this Agreement refers.
- 5.2. Any notice to determine the tenancy shall be validly served if sent to the Tenant addressed to his or her address as entered in the Allotment Register, by Royal Mail Signed For post.

Signed (On behalf of Woodley Tow	n Council): Kevin Murray	Date
Signed (Tenant):		Date:
Date of birth:	Email:	

WPLC DEVELOPMENT TASK AND FINISH WORKING GROUP

VERSION	DATE	AMENDED?	COMMENTS
0.0	31/10/23	No	Draft
1.0	07/11/23	Yes	5.1 a) & 5.3 f) - maximise/maximising changed to optimise/optimising. Approved by LS Committee – 07/11/2023

- **1. TYPE OF COMMITTEE =>** Task and Finish Working Group
- 2. PARENT COMMITTEE => Leisure Services Committee
- 3. 6 MONTH MEETING RULE VALID (see 6.1.k) => Yes
- **4. SIZE =>** 4 Councillors

5. DUTIES AND POWERS

5.1 OVERALL PURPOSE

- a. To consider the best way in which to enhance, and optimise the revenue potential from future leisure services offered at Woodford Park Leisure Centre, primarily considering potential enhancements to the building, infrastructure and outside spaces.
- b. To identify potential income generating services which might be provided at the centre for further feasibility investigations.

5.2 MEETINGS

- a. The first meeting of the working group will take place within two months of the Leisure Services Committee meeting at which the committee is formed. Further meetings will take place as and when required in order to best achieve the stated purpose within any timescales prescribed by the working group.
- b. Officers will be in attendance at all meetings.

5.3 TERMS OF OPERATION

- a. To engage with the Council's Leisure Services Manager to better understand the leisure services provided at the centre, take up from residents, and income generated.
- b. To compile a list of existing leisure services offered within Woodley and the surrounding area to better understand local competition and the provision available to residents.
- c. To undertake a short survey of Members to capture suggestions for leisure services the Council might wish to consider providing at the centre in the future.
- d. To understand the buildings, infrastructure and outside spaces currently available at the leisure centre, including the age, capacity, and suitability of available spaces.

- e. To identify potential enhancements to be made to buildings, infrastructure and outside spaces at the leisure centre, with the aim of increasing the Council's leisure service offering for residents and optimising revenue, and to make a recommendation to the Leisure Services Committee as to how to progress these.
- f. To consider potential leisure services which might be offered at the centre in future, in light of any recommended building, infrastructure and outside space enhancements, and to make a recommendation to the Leisure Services Committee as to how these may be progressed.

