



# Leigh-on-Sea Town Council

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Chairman: Cllr Pat Holden  
Vice Chairman: Cllr Carole Mulroney  
Town Clerk: Paul Beckerson



The next meeting of the **Allotments Committee** will be held on **Wednesday 21<sup>st</sup> March 2012 at 67 Elm Road, Leigh-on-Sea, at 8.00pm**, when it is hoped to transact the following business:

## Agenda

1. CHAIRMAN'S OPENING REMARKS
2. APOLOGIES FOR ABSENCE
3. DECLARATION OF MEMBERS' INTERESTS
4. TO APPROVE MINUTES OF MEETING OF 25<sup>th</sup> January 2012
5. APPROVAL OF ALLOTMENTS AGREEMENT WITH MDAS (Appendix 1)
6. WRITTEN REPORTS FROM SITE REPRESENTATIVES ON ITEMS NOT COVERED ABOVE
  - a) Marshall Close
  - b) Leigh Allotments (Appendix 2)
  - c) Manchester Drive (Appendix 2)
  - d) Orchard (Appendix 2)
7. BUDGET – Report 2023/Allot (Appendix 3)
8. CORRESPONDENCE

Paul Beckerson  
Town Clerk  
15<sup>th</sup> March 2012

**Any member who is unable to attend the meeting should send their apologies before the meeting.**

**DRAFT 8 13<sup>th</sup> March 2012**

AN AGREEMENT made this.....Day of .....2012.

Between (1) Leigh-on-Sea Town Council, ('The Council'), and (2) The Manchester Drive Allotments Society of Manchester Drive, Leigh-on-Sea, ("the Society").

**1. THE BACKGROUND**

1.1 The Council is the owner of the land at the Manchester Drive Allotments Site, Leigh-on-Sea (" the Site") which has been let for cultivation of allotment plots. The Society owns the buildings (the Shop / Cafe and the Clubhouse) and the container and have use of the Anglian Water building, all in the south-east corner of the Site, adjacent to the Manchester Drive entrance.

1.2 The Society membership consists of allotment holders on the Site and others who wish to use the Society's facilities.

1.3 The Chairman of the Society is authorised by a resolution of the management committee of the Society at a meeting on ..... to sign this agreement on behalf of members of the Society.

**2. THE AIM**

2.1 The Council and the Society have entered into this agreement for the better management of the Site and to advertise and promote the interest and benefits of allotment gardening in the local community.

**3. THE COUNCIL'S OBLIGATIONS**

3.1 Without prejudice to its statutory rights, duties and obligations and rights and Obligations under the letting agreements with individual allotment holders the Council accepts responsibility for and agrees to carry out the following:-

3.2 The setting of rent and water charges. Tenants from the age of 60 years or under the age of 18 years (proof required) and anybody unemployed at the time of rent collection (proof required) will receive a 50% reduction in plot rent or such other concession as the Council shall at its discretion decide.

3.3 The payment of water and sewerage charges.

3.4 The maintenance of the existing boundary fences, gates and hedges, carrying out repairs and replacement as necessary. (note: the eastern boundary between the Site and the Leigh Allotments site is the centre line of the ditch, as far as can be determined.)

3.5 Grass cutting, hedge trimming and tree maintenance in common areas.

3.6 The maintenance of communal roadways.

3.7 The provision of water supplies and making plumbing repairs to water tanks and toilets as necessary.

3.8 To carry out its legal duties and obligations as landlord of the Site, having sole responsibility for terminating tenancies in accordance with the conditions of the tenancy agreement, and for exercising the powers of re-entry and all other powers and remedies conferred upon it by the Allotment Acts 1908 to 1950.

3.9 Plot clearances as required.

#### **4. THE SOCIETY'S OBLIGATIONS**

4.1 The Society is responsible for:-

4.2 The maintenance of the buildings used by the Society adjacent to the Manchester Drive entrance.

4.3 The insurance of buildings owned by the Society and public liability insurance for their members, shop and activities.

4.4. Payment of all electricity used on site by the Society.

4.5 Compliance with data protection regulations

4.6 Ensuring its rules are consistent with the Council's letting agreements

#### **5 JOINT CO-OPERATION**

5.1 Both parties recognise the desirability of co-operating in the management of the Site and agree to help each other in carrying out the above obligations when requested and as far as practical.

5.2 Notwithstanding the tenants' duty to remove their own non-compostable rubbish from the Site, which is covered by the tenancy agreement, the parties agree to a joint responsibility for the clearance of rubbish from the site where necessary.

#### **6. AGENCY**

6.1 The Society will further, as agreed from time to time with the Council, act as agent for the Council, to assist in the everyday running of the Site in accordance with the provisions of the letting agreements for the allotments. This will include the following:

6.2 Arrange the letting of vacant allotments to members of the public in accordance with the Council's policies.

6.3 Collect allotment rents and pass them on to the Council.

6.4 Maintain a list of all allotment tenants and applicants.

6.5 Provide the Council with a full list of allotment tenants from time to time (at least once per year) and an account of rents received.

6.6 Monitor compliance of allotment tenants with the conditions of their tenancy and following a written warning, terminate any tenancy in the event of continued non-compliance. If the termination is disputed, the matter will be referred to the Council.

6.7 On the Council agreeing to pay a sum amounting to 12.5% of the rents as collected (excluding the water charges) to collect on behalf of the Council, rents and water charges from tenants of the allotments and to pay the Council the Amounts so collected together with such documentary evidence in support as the Council shall require.

**7. GENERAL**

7.1 This agreement confers no interest in land to the Society, except that the Society has a licence to continue to use its existing buildings in the south-east corner of the Site close to the Manchester Drive entrance.

7.2 This agreement may be determined by either party giving to the other not less than 2 (two) months notice in writing to the other party to expire at any time. (revised from 12 months)

Signed on behalf of Leigh-on-Sea Town Council .....

Date .....

Signed on behalf of Manchester Drive Allotments Society .....

Date .....

## **LEIGH ALLOTMENTS ORCHARD GROUP**

### **Report to Leigh Town Council, March 2012**

As you will appreciate the last few months have represented the quiet time of the year for orchards and ours is no exception with little going on apart from a little pruning.

However, on Sunday 26<sup>th</sup> February there was a well-supported work party whose members carried out general tidying of the orchard, plus giving the trees their annual application of fertiliser. We hope to receive shortly an example of the only Essex pear which is currently missing from our collection.

Wild life on the site is also waking up –frog spawn has appeared in the pond and the first few primroses and native daffodils are just coming into flower.

David Hammond  
14.3.2012

#### **Report from Leigh Allotments is:**

Leigh allotments and Southeast Essex Organic Gardener Society Potato day was extremely successful with a good turn out raising funds. We still have potatoes if anyone needs some

Leigh Allotments has re-started breakfast

Next BBQ is Sunday 8th of April 2012 all welcome

We had some newsletters that were going to be put onto the Leigh TC notice board so we need to make sure of the correct process to do this please.

### **MANCHESTER DRIVE ALLOTMENTS SOCIETY**

#### **Manchester Drive Allotments Report**

1. Date of Allotments Open Day 2012: Sunday 2<sup>nd</sup> September
2. Site Security. We have had no reports of vandalism or thefts on site since the security fence was installed (other than some boards for a raised bed and straw)
3. Roadways: generally dry weather enabled the roads to be they left open over winter and they have remained in a reasonable condition.
4. Plot Clearance: plots towards the north boundary are gradually being cleared and grass tracks laid out. Water supply to this section of the site needs consideration.
5. Communal Compost Bin: the bin has now produced composted material for use by ploholders and the bin will be re-stocked with new vegetation, subject to careful management of the process. The area around the bin has been cleared and is being seeded with flowers.

Martin Scott  
Chairman, Manchester Drive Allotments Society

Heading	2010/11 B/F	Income	Income to Date	Expenditure	Spend to Date	Commitments	Balance	% Spent
Rents								
Manchester Drive		7,767	7956.87				-189.87	102.44
Leigh		3,864	3388.00				476	87.68
Marshall Close		440	348.80				91.2	79.27
Grants			5115.00					
MDAS Commission				689				
Affiliations				0	46.47		-46.47	
Plot clearance				0	55.00		-55.00	
Rubbish clearance				1,150	400.00		750.00	34.78
Equipment			690.44	500	862.65		327.79	72.46
Water Rates				3,860	3,610.42		249.58	93.53
Staff Costs				9,300	8,934.58		365.42	96.07
Maintenance				250	592.66		-362.66	237.06
Miscellaneous				300	1,303.00		-1,003.00	434.33
Training				100	0.00		100.00	0.00
Vehicle				750	690.44		59.56	92.06
Capital improvements*	2,565			2,000	9,705.12		-5,140.12	212.60
Keys			135.00	0	153.75		-153.75	
<b>Totals</b>		<b>12,071</b>	<b>17634.11</b>	<b>18,899</b>	<b>26354.09</b>			<b>139.45</b>
Nett cost (exp - inc)		6,828			8719.98			

Insurance Claim

Hedging, fencing, roadways etc.

Revenue

4,129.86

Capital\*

4,590.12