



Leigh-on-Sea Town Council

67 Elm Road, Leigh-on-Sea, Essex SS9 1SP - Tel: 01702 716288
leighcouncil@btconnect.com www.essexinfo.net/leigh-on-sea

Chairman: Cllr. Pat Holden
Vice Chairman: Cllr. Carole Mulrone
Town Clerk: Paul Beckerson



MINUTES OF THE MEETING OF THE ALLOTMENTS COMMITTEE HELD ON WEDNESDAY 22nd SEPTEMBER 2010 AT THE COUNCIL OFFICES, 67 ELM ROAD, LEIGH-ON-SEA

Present: Cllrs: Jean Rowswell (Chairman), Jerry Holden, Pat Holden, Carole Mulrone, Patsy Ryan, John Wren, plus Ron Bates, David Hammond, John Longhurst and Ann Scobie.

In attendance: Paul Beckerson, (Town Clerk)
Bob Allan-Smith, (Allotments Maintenance Officer)
Paul Lawrence and other Plot Holders

The meeting opened at 8.10pm

34. CHAIRMAN'S OPENING REMARKS

The Chairman welcomed members and the public to the meeting. The Chairman drew the Committee's attention to the sign displayed on the shop door during the Allotments Open Day. Several Councillors felt that the content was offensive and unnecessarily aggravated relations between MDAS and the Council, especially as the Council was actively pursuing a solution to the problems of security. It was further felt that MDAS should be apprised of the Council's disappointment.

35. APOLOGIES FOR ABSENCE

Cllr Mrs Elaine Crystall

36. DECLARATION OF MEMBERS' INTERESTS

Cllrs Jerry and Pat Holden declared a personal interest as plot holders on the Manchester Drive site.

37. MINUTES OF THE PREVIOUS MEETINGS

Minutes of the meeting of 28th July 2010 were agreed and signed by the Chairman.

38. PERIMETER FENCE

The Town Clerk reported the funding bid of £7992 (Appendix 1) that had been made to the Southend CDRP to implement the Randolph Close section of the fence if successful. In the MDAS written report it stated that they were willing in principle to contribute funding towards the new fencing, subject to agreement at their AGM on the 8th October, and to agreement of details and costs.

39. REVISED TENANCY AGREEMENT

A copy of the revised Tenancy Agreement (Appendix 2) agreed at the last Council meeting had been circulated to members for information. A query was raised on Point 14 in the advice and information section and the fact that tenants were not

covered by the Council's insurance. After some discussion it was **AGREED** that this should be highlighted in the letter that would accompany the Rent Demands, it was further **AGREED** that the Town Clerk should seek advice on the legal position regarding injury sustained by trespassers.

40. REVIEW OF RENTS FOR 2011

The committee were informed that the current rent of £30 for a ten rod plot had not been charged since 2006 and that by 2011 this would be a period of five years without change; it was also noted that the net cost to the Council of administering and maintaining the site had increased by some 25% since 2006. Members felt that an increase of £10 would be appropriate and in line with the increase in costs.

Members further felt that the capital cost of the proposed perimeter fencing should be recovered from allotment holders over a suitable period of years. This money would be ring fenced and identified separately in the accounts. The cost of £52,000 could be charged over a nominal period of twenty years, this would be at a cost of £2,600 per annum plus interest charged to the Council (£10 per annum per plot holder). In the event of funding being obtained the capital figure would be reduced and the period of payments adjusted accordingly.

It was therefore **RESOLVED: that the allotment rents for the year 2011/12 are increased to £40 for a ten rod plot with the same increase being applied proportionately for other sizes.**

It was further **RESOLVED: that an extra charge of £10 per plot be levied to recover the cost of the proposed perimeter fence (this would only apply to the Manchester Drive and Leigh sites).**

41. BREAKIN ALLOTMENT STORAGE UNIT – Report 1788/Allot (Appendix 3)

Members considered the report and the recommendation of the Town Clerk that an alternative location should be considered for the equipment used by the Allotments Maintenance Officer. Members felt that use of the Anglian Water Building should be considered as it was substantial and had the advantage of electricity to enable the installation of security systems. It was anticipated that some sort of shared use with MDAS would be appropriate. Some of the Council's equipment is already stored in the MDAS container. In their written report MDAS stated they would be happy to co-operate in finding secure storage, where possible, for other items that need to be stored on site.

The Allotments Maintenance Officer expressed concerns this would possibly raise for the security of the Town Council's equipment if multiple access were permitted. In order to address this concern the Town Clerk suggested the possibility of a partition within the building; this was agreed as a practical solution.

It was **RESOLVED: that the Town Clerk should negotiate the implementation of this solution with MDAS.**

42. REPORTS FROM SITE REPRESENTATIVES ON ITEMS NOT COVERED ABOVE

a) Marshall Close

- Ann Scobie enquired as to what defined a cultivated plot. It was generally agreed that if the plot was tidy and free from weeds it complied. The degree of cultivation to grassed areas within reason was not a material consideration.

b) Leigh

- John Longhurst reported that LOSALGA would be abbreviated to LA for ordinary usage.
- Because of vandalism plot holders had instituted informal patrols to deter intruders.
- Police had been called to several incidents of vandalism and theft and had considered the gates to be ineffectual.
- The AGM was to be held at the weekend. Health and Safety Officers had been called out to the Club House because of a complaint and had given it a clean bill of health.
- The Club House had won a prize for being the best Club House in the Southend Borough.

c) Manchester Drive

- Martin Scott had provided a written report as they had a Committee meeting that evening.
- Site security was their on-going concern with more shed break-ins reported last weekend and shot gun pellets found to have been fired into a shed near Randolph Close. In view of their and the Council's duty of care, they no longer feel able to let allotments at the top of the site.
- Had the police / fire brigade been notified of the bonfire weekend on 25/26th Sept? They would be notified.
- Cllr Pat Holden thanked all who took part in the Allotments Open Day for a successful day.

d) Orchard

- David Hammond stated they were continuing to harvest the fruit and that there had been less theft this year. They would be purchasing some additional varieties of tree for next year.

43. BUDGET

The budget report 1784/Allot was noted. (Appendix 4)

44. CORRESPONDENCE

A plot holder had requested information on the storage of the gazebos. The Town Clerk replied that during August it had been agreed that one of the gazebos would be stored at the Manchester Drive site to enable easy access for use by allotment holders. The Council would also have access to them for use at their events. An agreement was being drawn up to indemnify the Council against loss or damage.

Cllr Jerry Holden reported that at a Crime Prevention Panel meeting that the Police were fully aware of the problems at the allotment and that they were considering additional patrols.

The meeting closed at 8.50pm

SOUTHEND CDRP Executive

2010/2011



APPLICATION FOR GRANT

Title of Project:
MANCHESTER DRIVE ALLOTMENTS – SECURITY FENCING

Total cost of Project (indicate either capital or revenue based):

CAPITAL

The total cost of the project is £51,534

Amount you are seeking from CDRP: £7992

Reporting Officer: Paul Beckerson (Town Clerk)

Explain briefly how your project will address Southend CDRP's crime and disorder strategic priorities identified for 10/11? (see page 2)

Tier 1: Anti-social Behaviour and Acquisitive Crime

Over the last few years the incidences of Anti-Social Behaviour, Vandalism, theft and arson has been on the increase on the site due to the deterioration of the old perimeter fence. Securing the site by the provision of a new fence (2.4 green coated palisade fencing) will prevent access by anti-social elements substantially reducing incidents of crime and increase residents confidence and feeling of security.

What measures will you use to demonstrate the success of your project?

All incidents are monitored and logged; a substantial reduction in these will demonstrate the success of the project.

Your contact details

Name	Paul Beckerson
Title	Town Clerk
Organisation	Leigh-on-Sea Town Council
Address	67 Elm Grove Leigh-on-Sea Essex SS9 1SP
Email	leighcouncil@btconnect.com

Southend CDRP's strategic crime and disorder priorities (10/11) identified by the 09/10 Strategic Intelligence Assessment are:

Tier 1 (presenting / emerging crime issues):

1. **Anti-Social Behaviour**
2. **Night-Time Economy related violence**
3. **Domestic Abuse**
4. **Serious Acquisitive Crime**
5. **Management of Offenders**

Tier 2 (underlying issues):

6. **Improving Community Engagement**
7. **Tackling alcohol related offending**
8. **Tackling drug related offending**

Tier 3 (national / hidden issues):

9. **Tackling hate crime**
10. **Prevention of terrorism / extremism**
11. **Addressing serious organised crime**





Leigh-on-Sea Town Council

67, Elm Road, Leigh-on-Sea, Essex SS9 1SP
Tel: 01702 716288



Allotment Tenancy Agreement

Full Name of Tenant..... Site.....

Address..... Plot Number.....

..... Size of Plot.....

.....

Telephone Number.....

Date of Birth (if under 18 or over 60)

e-Mail Address.....

Leigh-on-Sea Town Council (the Council) let and the above-named Tenant (the Tenant) takes as yearly tenant from the day of 20..... the allotment garden (the Plot) described above at the yearly rent currently fixed by the Council in respect of allotment gardens, together with the appropriate water rate, payable yearly in advance on the 29th September in each year.

The tenant shall not be entitled to repayment of any part of the rent paid in advance on the determination of the tenancy.

The tenancy is subject to and the Tenant agrees to observe

- a) the provisions of the Allotment Acts 1908 to 1950 including compensation
- b) the conditions attached to this Agreement
- c) any regulations made by the Council in respect of allotment gardens

The tenancy shall expire

- a) one month after the death of the Tenant
- b) when the Council determines the tenancy

The tenancy may be determined

- a) by either party giving to the other twelve months' notice in writing expiring on or before 6th April or on or after 29th September in any year
- b) by re-entry by the Council under any of the powers contained in Section 1 of the Allotments Act, 1922
- c) by re-entry by the Council after one month's notice to the Tenant if any part of the rent remains unpaid for 28 days or if the Tenant has broken any of the conditions of the tenancy.

I have read and undertake to comply with the agreement and conditions, and to heed the information and advice given.

Signature of Tenant..... Town Clerk.....

Leigh-on-Sea Town Council Allotment Tenancy Agreement

Conditions

The Tenant shall

- a) maintain the Plot in a good state of cultivation
- b) keep adjoining paths maintained and free from rubbish
- c) shut and lock the gates on arrival and when leaving the Site
- d) inform the Council and the Manchester Drive Allotment Society Secretary, as appropriate, immediately in writing of a change of address or termination of tenancy
- e) provide a minimum width of 9 inches from the edge of the Plot to the centre of the adjacent division paths between the Plot and the adjoining plots on all sides
- f) permit authorised Officers of the Council and the Chairman and Vice Chairman of the Allotments Committee to enter on and inspect the Plot
- g) provide and maintain a plot identification number

The Tenant must not

- a) obstruct, encroach upon or cultivate any path on the Site
- b) use barbed wire or glass on the plot
- c) erect any building or structure other than those permitted* without the previous written consent of the Council
- d) take any dogs on to the Site unless on a lead and kept on the Plot and must ensure that dog faeces are removed from the Site in a hygienic manner
- e) have a bonfire without the prior written consent of the Council
- g) grow any crop for commercial purposes or conduct a trade or business
- h) keep livestock on the Plot without prior written consent
- i) assign, sub-let or part with possession of the Plot without the prior written consent of the Council
- j) cause nuisance or annoyance
- k) deposit rubbish on the Site (paths, hedgerows, uncultivated areas, etc)
- l) exceed the 5 MPH speed limit when bringing a vehicle onto the Site and must not obstruct paths
- m) use a hose
- n) use the water tanks for cleaning tools and equipment and must ensure that containers used for obtaining water from the tanks are not contaminated by any chemicals, mud or plants

* see Allotment Tenancy Agreement – Information and Advice

Leigh-on-Sea Town Council

Allotment Tenancy Agreement

INFORMATION AND ADVICE

1. **Applications for plots and inquiries** can be made:

- in person at the Council office 67 Elm Road, Leigh-on-Sea. Enquiries should be made Monday to Friday between 10am and 4pm. For telephone inquiries phone 01702 716288.

- in writing to the following address:

Town Clerk
Leigh-on-Sea Town Council
67 Elm Road
Leigh-on-Sea
Essex SS9 1SP

- for the Manchester Drive Allotments site, at the Manchester Drive Allotment Society (MDAS) shop on Saturday and Sunday mornings between 10am and 12 noon (except January)

2. **Rents**

These become due on the 29th September each year. There is a 50% reduction for persons over the age of 60 years or under the age of 18 and for the registered unemployed.

3. **Cultivation**

At least two checks on the state of cultivation will be made each year in May and September. Failure to keep a plot adequately will result in termination of the tenancy after due warning. A period of six weeks will be allowed for cultivation following a warning and the improvement must be sustained.

4. **Representation**

Tenants are represented through the Council's Allotments Committee. If a tenant feels that he/she has a matter for consideration by the Committee, they should write to the Town Clerk at the address above. If required, the Town Council operates a complaints procedure. Any complaints should be sent in writing to the Town Clerk and will be considered in strict confidence under that procedure.

5. **Buildings and other structures**

The Council permits the erection of huts, sheds or tool lockers up to 6ft by 4ft in size and of a non-permanent construction. For larger structures permission must first be sought in writing from the Town Clerk at the address above. The positioning of a shed should ensure that it does not interfere unreasonably with adjacent plots (e.g. by shading), it should not be within 1ft of the boundary and should have guttering collecting the rainwater.

6. **Compost Heaps**

All suitable waste should be composted. A compost heap, if made of suitable material free from weed seeds and under the right conditions, is a valuable acquisition to an allotment. However, this should be properly constructed and well sited on the plot, at least 1ft from the plot boundaries to avoid possible obstruction of the paths. Rubbish which is unsuitable for composting should be removed from the Site.

7. **Paths**

The Council will maintain the main paths which have a width of at least 8ft. No material (including vegetation) shall be deposited on main paths other than suitable stones and hardcore where needed to improve the condition of the path; if in doubt, ask either the Council or MDAS. The current width of paths between plots is 18 inches split equally between the adjacent plots. This width will increase to 24 inches as plots are re-let.

8. **Cars**

Car travel on the site should be kept to a minimum and a 5 MPH speed limit applies across the Site. Cars should not obstruct paths and should preferably be left in recognised parking areas. Main paths may be closed during adverse weather conditions to reduce damage.

9. Allotment Gates and Keys

The Allotment Site gates must be kept shut and locked at all times. If you have deliveries, make sure you are there and you are responsible for ensuring no damage is done. Keys may not be given to deliverers. A refundable deposit is required for a key when the Plot is let; lost keys may be replaced for an additional charge.

10. Personal Equipment

The Town Council is not liable for any personal equipment left on the Allotment Site. Tenants are reminded that they should look after their tools in a responsible way to avoid injury and misuse. Tools should be labelled with the plot number.

11. Vandalism, Theft or Damage

Any incidents of vandalism, theft or damage must be reported to the Police and the Town Council as soon as possible.

12. Infrastructure Flora

All hedge lines adjacent to plots must be preserved. These may be maintained by the tenant or by the Council if required. No trees on common ground may be cut or pruned without prior written consent from the Council on each occasion.

13. Trees

Fruit trees only may be grown on plots and should not excessively overshadow and thereby harm the use of an adjacent plot. Fruit trees should be grown from dwarfing root stock.

14. Insurance

The Town Council has public liability insurance, but this does not cover injury caused by ploholders or property and crops owned by ploholders.



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Report 1788/Allot

21st September 2010

Break-In Allotment Storage Shed

Night of the 3rd/4th September 2010

Initially there was a minor bit of damage the previous weekend where a window was broken probably to case the building. Entry was gained via jemmying a panel out of the side of the building; in addition the shackle was cut off the Randolph Drive gate to gain access to the site. In all £849.46 worth of equipment was stolen including the hedge trimmer and brush cutter. Estimates are being obtained to repair the building and a claim is being placed with Zurich.

Quotations are presently being obtained from three local contractors for repairs to the building. We may have some costs for the meeting; needless to say the insurance should cover these.

The remaining equipment has been moved to the MDAS container at the main gate of the site. The committee should consider where this equipment should be stored in the longer term. The present building now having been broken into twice is clearly always going to be a target for criminal elements.

Ideally the working area used by the Allotments Maintenance Operative should be robust and capable of being secure; the provision of electricity would also be an advantage not only to carry out routine tasks but to power camera and alarm facilities. Due to potential cost this may require locating to the main gate area where these facilities are present.

Paul Beckerson
Town Clerk

Appendix 4 – Report 1784/Allot - Allotments Committee 22nd September 2010

Heading	2009/10 B/F	Income	Income to Date	Expenditure	Spend to Date	Balance	% Spent
Rents							
Manchester Drive		5600				5600	0.00
Leigh		2350				2350	0.00
Marshall Close		320				320	0.00
Affiliations				0		0.00	
Plot clearance				500		500.00	0.00
Rubbish clearance				650		650.00	0.00
Equipment				500		500.00	0.00
Water Rates				3100	1,584.38	1,515.62	51.11
Staff Costs				9118	3,084.31	6,033.69	33.83
Maintenance				250	254.36	-4.36	101.74
Miscellaneous				300	467.81	-167.81	155.94
Training				100		100.00	0.00
Vehicle				750	627.64	122.36	83.69
Open Day Acc Fund	1306			0	1,256.16	49.84	96.18
Capital improvements*				2000		2,000.00	0.00
Keys			70.00	0	20.00	-20	
Totals		8270	70	17268	7294.66		42.24
Nett cost (exp - inc)		8998			7224.66		

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Hedging, fencing, roadways etc.

Revenue
Capital*

5,968.50