



Leigh-on-Sea Town Council

67 Elm Road, Leigh-on-Sea, Essex SS9 1SP - Tel: 01702 716288
council@leighonseatowncouncil.gov.uk www.leighonseatowncouncil.gov.uk

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



MINUTES OF THE MEETING OF THE ALLOTMENTS COMMITTEE HELD ON WEDNESDAY 21st MARCH 2012 AT THE COUNCIL OFFICES, 67 ELM ROAD, LEIGH-ON-SEA

Present: Cllrs: Paul Lawrence (Chairman), Donald Fraser, Jerry Holden, Pat Holden and Patsy Ryan;
Allotment representatives: Ron Bates, David Hammond, Martin Scott.

In attendance: Paul Beckerson (Town Clerk), Alan and Barbara Ashdown, Gerald and Sheila Brazier

The meeting opened at 8.00pm

86. CHAIRMAN'S OPENING REMARKS

The Chairman welcomed members to the meeting and asked that agenda item 5 Agreement with MDAS be moved to end of the agenda because of the representative of MDAS pecuniary interest. This was agreed.

87. APOLOGIES FOR ABSENCE

Cllrs Geoff Crawford and John Wren, Anne Scobie

88. DECLARATION OF MEMBERS' INTERESTS

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

Martin Scott declared a pecuniary interest in Min 94 MDAS committee Chairman.

89. MINUTES OF THE PREVIOUS MEETINGS

Minutes of the meeting of 25th January 2012 were agreed and signed by the Chairman. There were two amendments Cllr Geoff Crawford was not present and 'minimum' in minute 79 should be 'maximum'.

90. REPORTS FROM REPRESENTATIVES

Cllr Donald Fraser raised the issue of an uncultivated plot in Marshall Close which had been raised by a plot holder at Saturday's Farmers Market. This would be investigated once the plot number was known.

The Leigh allotments had held a 'Potato Day' which was a great success.

MDAS had planted flowers to the rear of the compost bin, the Allotments Maintenance Officer would be made aware of their presence.

Blenheim School wanted to visit the allotments on next Thursday or Friday, Martin Scott would be passed the details in order to arrange this.

The representatives' reports were **noted**. (Attached as Appendix 2 to the agenda)

91. BUDGET 2011/12

Report 2023/Allot (Attached as Appendix 3 to the agenda) was **noted**. The expenditure for the tree removal at Marshall Close should be moved to Rubbish Clearance, reserve transfers should be noted at the bottom of the sheet.

92. CORRESPONDENCE

Some correspondence had been received about the licensed land at Marshall Close, the Chairman and Cllr Pat Holden would look into this and report back at the next meeting.

The Committee **delegated** further action to the Town Clerk in consultation with the Chairman and Vice Chairman.

93. PUBLIC QUESTIONS

A question was raised in relation to the installation of the track posts, the Chairman responded these would be installed shortly. The contractor would shortly be contacted to undertake the work, at the same time they would excavate the stopcock in order to undertake repairs. The committee was asked if they would consider excavating and concreting an area by the gate as it regularly floods making access difficult.

The Town Clerk would get quotes for the work and consult with the Chairman and Vice Chairman. If necessary a request for additional funding would be put before Finance & General Purposes.

94. ALLOTMENTS AGREEMENT WITH MDAS (Appendix 1 to the agenda)

Martin Scott and Gerald Brazier left the meeting during discussion of this item due to their pecuniary interest as Committee members of MDAS

Some changes to the draft were proposed:

3.1 The addition at end of 'subject to available resources'.

6.6 Is in conflict with 3.8 so amend as follows; 'Monitor compliance of allotment tenants with the conditions of their tenancy and following a written warning, in the event of continued non-compliance, the matter will be referred to the Council for possible termination.'

6.3 Remove as this as it is dealt with in 6.7 and renumber

7.2 Removed words in parentheses (revised from 12 months)

These proposals were **AGREED**.

A proposal to change the word 'OBLIGATIONS' in the heading of 3 and 4 to 'ROLE' was lost.

The agreement as amended (Appendix 1) was **RECOMMENDED** to Council for approval.

The meeting closed at 9.00pm

DRAFT 9 21st March 2012

AN AGREEMENT made this.....Day of2012.

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, subject to available resources:-
- 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.

b) Compliance with data protection regulations

c) 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 Maintain a list of all allotment tenants and applicants.

6.4 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.

6.5 Monitor compliance of allotment tenants with the conditions of their tenancy and following a written warning, in the event of continued non-compliance, the matter will be referred to the Council for possible termination.

6.6 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.

Signed on behalf of Leigh-on-Sea Town Council

Date

Signed on behalf of Manchester Drive Allotments Society

Date