



# Leigh-on-Sea Town Council

71-73 Elm Road, Leigh-on-Sea, Essex SS9 1SP - Tel: 01702 716288  
council@leighonseatowncouncil.gov.uk www.leighonseatowncouncil.gov.uk

Chairman: Cllr. Carole Mulroney  
Vice Chairman: Cllr. Caroline Parker  
Town Clerk: Paul Beckerson



## MINUTES OF THE ALLOTMENTS COMMITTEE HELD ON WEDNESDAY 16<sup>th</sup> JANUARY 2013 AT THE LEIGH COMMUNITY CENTRE, 71-73 ELM ROAD, LEIGH-ON-SEA

Present: Cllrs: Paul Lawrence (Chairman), Mark Bromfield (until Min 71), Jerry Holden, Pat Holden, Carole Mulroney, Caroline Parker and Patsy Ryan

Allotment representatives: Alan Ashdown (until Min 71), Ashley Hitchcock (until Min 71), David Hammond

In attendance: Cllr Donald Fraser, Paul Beckerson (Town Clerk), Barbara Ashdown (until Min 71), Tony and Carol Wilson (until Min 71), Gerald and Sheila Brazier (until Min 71).

### ***The meeting opened at 7.30pm***

#### 64. CHAIRMAN'S OPENING REMARKS

The Chairman welcomed members to the meeting. There had been some incidents involving motor bikes using the tracks despite the fact they were closed to vehicles and the Chairman requested members to be vigilant.

The Pay-Back Team would be asked to assist in clearing rubbish from the northern boundary of the site in preparation for the installation of the additional fencing on the 28<sup>th</sup> January 2013.

A dedicated page was being prepared to go on the web site.

#### 65. APOLOGIES FOR ABSENCE

Cllr Geoff Crawford and Ron Bates (LA), Anne Scobie (MC)

#### 66. DECLARATION OF MEMBERS' INTERESTS

***Cllrs Jerry Holden, Pat Holden and Paul Lawrence each declared a non-pecuniary interest as plot holders on the Manchester Drive site and ordinary members of MDAS.***

***Cllr Mark Bromfield declared a pecuniary interest as an allotment holder in agenda items 6 and 7 Allotment Service Agreements.***

***Alan Ashdown declared a pecuniary interest as Chairman of Leigh Allotments in agenda items 6 and 7 Allotment Service Agreements.***

***Ashley Hitchcock declared a pecuniary interest as Chairman of Manchester Drive Allotments Society in agenda items 6 and 7 Allotment Service Agreements***

***David Hammond declared a non-pecuniary interest as a member of MDAS in agenda items 6 and 7 Allotment Service Agreements***

#### 67. MINUTES OF THE PREVIOUS MEETINGS

Minutes of the meeting of 19<sup>th</sup> December 2012 were agreed as a correct record and signed by the Chairman.

#### 68. QUESTIONS FROM CLLR MARK BROMFIELD

"Would the Chairman agree that a Service Contract for grass cutting on the allotments costing £750 per year, is better value than any other option on offer?"

*Answer:*

If we were considering a stand-alone solution then the £750 would appear a better option.

However the Council is looking at devolving all maintenance work and in this case a solution like the ASA being proposed tonight, gives better value for money overall.

And that value for money should be a major consideration?

*Answer:*

Yes

Would the Chairman also agree that the duty of care that Leigh Town Council has relating to Health and Safety on the Allotments is the same whether a service contract or grant is in place for allotment maintenance work as both would have service standards applied ( in line with the advice from the Health and Safety Executive)?

*Answer:*

The Council has a duty of care with regards to its allotment tenants.

At the moment the Council has primary responsibility for health and safety matters on the allotments. Should the Council agree to devolve allotment maintenance then its contractors and agents will have primary responsibility as stipulated in the Allotment Service Agreements.

Would the Chairman also agree that meetings / discussions with third parties about contracts / grants should be via members that have the approval of the Allotment Committee and or Council, as this would reduce the risk of confusion with third parties, and would not undermine the Committee process of Leigh Town Council?"

*Answer:*

Yes

69. CHANGE TO THE ORDER OF THE AGENDA

The Committee **RESOLVED** to take agenda items 8 and 9 before items 6 and 7.

70. APPROVAL OF HEDGECUTTING CONTRACT (ISS WATERERS) FOR 2012/13 TO BE TAKEN FROM THE STAFF COSTS BUDGET £950

The Committee **RESOLVED** to enter into the contract. The Committee noted that the hedge had already been cut.

71. WRITTEN REPORTS FROM SITE REPRESENTATIVES

The site representatives all reported on the wet conditions and that there was some flooding. The Orchard had provided some cuttings to assist an Orchard in West Mersea.

The Committee **noted** the reports.

***Cllr Mark Bromfield, Alan Ashdown (LA) and Ashley Hitchcock (MDAS) left the meeting declaring their pecuniary interests.***

72. CONSIDERATION OF THE DEVOLVING ALLOTMENTS MAINTENANCE REPORT AND ITS RECOMMENDATIONS (Appendix 1 to the agenda)

The Chairman introduced the report and invited members to contribute. It was noted that all the potential partners to the ASAs were supportive of the arrangement. A number of questions were raised about specific points in the report.

It was clarified that the Orchard was not part of ASA as it was four plots and in effect a normal plot-holder. In regard to Council responsibilities flooding was not included in the agreement and would be dealt with by the Committee as issues arise but an Infrastructure Working Party meeting would be held to discuss the issues and what measures can be taken to ameliorate them.

For clarification it was agreed to add in 5.2 bullet point three after 'roadways' and 'parking areas' and in 6.2 before 'pipework' 'underground'. In 7.1 It was further noted that LF&EC would be seeking an arrangement with the Youth Offending Team to carry out work at the Skate Park.

The Committee **RESOLVED** to recommend the following to F&GPC.

- **That all elements of allotments maintenance be devolved with payment being met from rents received.**
- **That an organisation with established expertise be contracted to carry out the hedge trimming.**
- **That Allotments Service Agreements be entered into with the Manchester Drive Allotment Society (MDAS), the Leigh Allotments Society (LOSALGA) and representatives from Marshall Close, the Agencies, to provide maintenance services on their respective allotment sites to commence on 1<sup>st</sup> April 2013.**

73. CONSIDERATION OF DRAFT ALLOTMENT SERVICE AGREEMENTS (Appendix 2 to the agenda)

Amendments were made to the ASAs reflecting the changes agreed to the report:

Amend title from 'Leigh' to 'Manchester Drive'

3.1.3 add 'and parking areas as on attached plan' after 'roadways'

3.3 change to 'The Society will hold insurance which covers their operatives and contractors as well as Public Liability Insurance'.

4.4 add 'underground' before 'pipework'.

On a question relating to accountability and how the money was spent, the Town Clerk will approach the Internal Auditor for advice.

The Committee **RESOLVED** to recommend to F&GPC that the Council enter into ASA agreements (Appendix 1) with the Societies and Marshall Close Tenants (Draft Agreement to be brought to the next meeting).

The Committee **RESOLVED** to delegate the signing of the documents to the Town Clerk in conjunction with the Chairman.

The revised budget as it is affected by the ASAs is set out in Appendix 2.

74. BUDGET – Report 2045/Allot (Appendix 4 to the agenda)

The Committee approved a payment of £50 to LA for showing potential tenants plots on the site in this financial year (15 on waiting list) from the staff costs budget.

Members **noted** the report.

75. CORRESPONDENCE

The letter which contained some factual errors was **noted**.

***The meeting closed at 8.43pm***



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## Draft Allotments Service Agreement Manchester Drive Allotments Site

### 1. Overview

- 1.1 This document represents a Service Agreement ('the Agreement') between Leigh-on-Sea Town Council, ('the Council'), and the Manchester Drive Allotments Society, ("the Society") for the provision of allotment maintenance services on the Council's Manchester Drive Allotments site ('the Site') adjacent to Manchester Drive, Leigh-on-Sea.
- 1.2 The Council is the owner of the land at the Site which has been let for cultivation of allotment plots.
- 1.3 This Agreement outlines the scope of the maintenance work that is to be delivered and the responsibilities and obligations of both the Council and the Society.
- 1.4 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.

### 2. Aim

- 2.1 The purpose of this Agreement is to devolve to the Society responsibility for the day-to-day maintenance of the Site.
- 2.2 This Agreement serves to strengthen the partnership between the Council and the Society in the delivery of allotment services for the benefit of all plot-holders.
- 2.3 By entering into this Agreement the Council and the Society seek to improve the quality of allotment maintenance through the direct involvement of the Society and the plot-holders themselves, to encourage self-help through plot-holders' engagement with the running of the Site, to provide cost savings to Leigh taxpayers and to promote the interest and benefits of allotment gardening in the local community.

### 3. The Society's Responsibilities

- 3.1 The maintenance work to be provided by the Society is outlined below.
  - 3.1.1 *Cutting the grass in common areas including track verges and car parking and car turning areas.* To ensure that the grass is kept to an acceptable height, all areas will

be cut at least once every three weeks during the period April to October and when appropriate during November to March.

- 3.1.2 *Maintaining the water tanks so that all tanks operate at full capacity.* This maintenance work will involve general repairs, replacing and adjusting ballcocks and taps, clearing blockages and cleaning out the tanks when necessary. Maintenance work should be carried out as expeditiously as possible and no tank should be inoperable for more than one week.
- 3.1.3 *Maintaining communal roadways and parking areas as shown on the attached plan to a suitable standard.* There are two roadways running north-south across the Site and two east-west roadways to the north and south of the Site. These roadways should be kept in a good state of repair to provide access for light vehicles through the Site. Maintenance work may require the filling of potholes with aggregate or other suitable material. At the discretion of the Society or at the request of the Council, weather conditions may require that roadways are temporarily closed to vehicle use.
- 3.1.4 *Removing rubbish from the site.* Rubbish may build up on common areas during the course of the year. It is the responsibility of the Society to periodically arrange for the removal of this rubbish so as to ensure that the Site remains safe and attractive. NB It is the responsibility of the Council to remove asbestos from the Site (see below).
- 3.1.5 *Clearing brush from encroaching on common areas.* To ensure that roadways, parking areas, car turning areas and other common areas are kept open and clear, it will be necessary to cut back brush, bushes and large weeds as and when required.
- 3.1.6 *Minor works (e.g. fence repairs, pruning).* The Society may undertake minor repairs from time to time at the request of the Council. Such work will be separately chargeable at a price agreed with the Council.
- 3.2 The Society will be responsible for health and safety matters relating to the work undertaken by its operatives and contractors.
- 3.3 The Society will hold insurance which covers their operatives and contractors as well as Public Liability Insurance.
- 3.4 Every two months the Society will provide a report to the Council outlining the condition of the Site, the maintenance work carried out over the previous two months, a summary of correspondence received from plot-holders concerning allotments maintenance, and details of any non-regular work and improvements undertaken. To assist the Council in its forward-planning, the report should also identify future action that may be required outside the scope of this Agreement.

## **4. The Council's Responsibilities**

- 4.1 Without prejudice to its statutory rights, duties 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:-
- 4.2 Maintenance of the existing boundary fences, gates and hedges, carrying out repairs and replacement as necessary.
- 4.3 Boundary hedge trimming and tree maintenance in common areas. The Council will also be responsible for the trimming of the west side of the hedgerow that runs south from Randolph Close down to the Prittlebrook boundary.
- 4.4 Maintenance of the underground pipework bringing water to the tanks.

- 4.5 Removal of asbestos that has been dumped on the Site.
- 4.6 Determination of the dates on which bonfires can be lit.

## 5. Service Monitoring

- 5.1 It is the aim of the Council that the Site is maintained to a satisfactory level and that the interests of its tenants are safeguarded. To this end the Council will monitor the effectiveness of the maintenance work by means of a bi-monthly report submitted by the Society and by discussion at its regular public Allotments Committee meetings.
- 5.2 In May and October each year the Council and the Society will carry out a joint inspection of the Site. This inspection will seek to confirm the overall condition of the Site and determine any improvements that could be made.

## 6. Fees and Termination

- 6.1 The Council and the Society will agree the annual fee for providing the allotment maintenance service.
- 6.2 The fee will be paid by the Council to the Society quarterly in advance.
- 6.3 In addition to the annual fee, the Council will pay the Society for any additional agreed work undertaken by the Society on its behalf. The price for such work will be agreed before the work is undertaken.
- 6.4 The Council or the Society may terminate this Agreement by giving three months' notice in writing.

Signed on behalf of Leigh-on-Sea Town Council

.....

Date: .....

Signed on behalf of the Manchester Drive Allotments Society

.....

Date: .....



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- 1.2 The Council is the owner of the land at the Site which has been let for cultivation of allotment plots.
- 1.3 This Agreement outlines the scope of the maintenance work that is to be delivered and the responsibilities and obligations of both the Council and the Association.
- 1.4 The Chairman of the Association is authorised by a resolution of the management committee of the Association at a meeting on ..... to sign this Agreement.

### 2. Aim

- 2.4 The purpose of this Agreement is to devolve to the Association responsibility for the day-to-day maintenance of the Site.
- 2.5 This Agreement serves to strengthen the partnership between the Council and the Association in the delivery of allotment services for the benefit of all plot-holders.
- 2.6 By entering into this Agreement the Council and the Association seek to improve the quality of allotment maintenance through the direct involvement of the Association and the plot-holders themselves, to encourage self-help through plot-holders' engagement with the running of the Site, to provide cost savings to Leigh taxpayers and to promote the interest and benefits of allotment gardening in the local community.

### 3. The Association's Responsibilities

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  - 3.1.1 *Cutting the grass in common areas including track verges and car parking and car turning areas.* To ensure that the grass is kept to an acceptable height, all areas will be cut at least once every three weeks during the period April to October and when appropriate during November to March.

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- 3.1.6 *Minor works (e.g. fence repairs, pruning).* The Association may undertake minor repairs from time to time at the request of the Council. Such work will be separately chargeable at a price agreed with the Council.
- 3.2 On behalf of the Council, the Association will introduce prospective plot-holders to their plot and will make them aware of the rules and regulations included in the tenancy agreement.
- 3.3 The Association will be responsible for health and safety matters relating to the work undertaken by its operatives and contractors.
- 3.5 The Society will hold insurance which covers their operatives and contractors as well as Public Liability Insurance.
- 3.6 Every two months the Association will provide a report to the Council outlining the condition of the Site, the maintenance work carried out over the previous two months, a summary of correspondence received from plot-holders concerning allotments maintenance, and details of any non-regular work and improvements undertaken. To assist the Council in its forward-planning, the report should also identify future action that may be required outside the scope of this Agreement.

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- 4.3 Boundary hedge trimming and tree maintenance in common areas.
- 4.4 Maintenance of the underground pipework bringing water to the tanks.
- 4.5 Removal of asbestos that has been dumped on the Site.



- 4.6 Determination of the dates on which bonfires can be lit.
- 4.7 Maintaining a waiting list of prospective plot-holders.
- 4.8 The Council will notify the Association when plots become available for rent and will arrange with the Association when new plot-holders can be introduced to their plot.

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Signed on behalf of Leigh-on-Sea Town Council

..... Date: .....

Signed on behalf of the Leigh-on-Sea Allotments and Leisure Gardeners Association

..... Date: .....

Sheet 4

4th allotments budget 2013/14 - 16-01-13

ASAs

Heading	B/F 2012/13	Income	Expenditure			
Rents						
Manchester Drive		8,340				
Leigh		4,180				
Marshall Close		440				
MDAS Commission			690			
Plot clearance						
Rubbish clearance						
Equipment						
Water Rates			4,300			
Staff Costs			3,555	TC	1883.50	3%
Allotments Maintenance			1,000	JA	1671.33	20%
Miscellaneous					<b>3554.83</b>	
Training						
Vehicle						
Hedge Cutting			950			
Capital improvements*			2,500			
Grass Cutting			0			
Keys			0			
MDAS ASA			3,000			
LA ASA			1,600			
MC ASA			500			
Totals		£12,960	£18,095			
Nett cost (exp - inc)		£5,135				