



Leigh-on-Sea Town Council

71-73 Elm Road, Leigh-on-Sea, Essex SS9 1SP - Tel: 01702 716288
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Chairman: Cllr. Richard Herbert
Vice Chairman: Cllr. Syrie Cox
Town Clerk: Paul Beckerson



MINUTES OF THE ALLOTMENTS COMMITTEE HELD ON WEDNESDAY 21st MAY 2014 AT THE LEIGH COMMUNITY CENTRE, 71-73 ELM ROAD, LEIGH-ON-SEA

Present: Cllrs: Paul Lawrence (Chairman), Syrie Cox and Pat Holden

Allotment representatives: Ron Bates, Alan Ashdown (LA), David Hammond (Orchard), Ashley Hitchcock (MDAS), Anne Scobie (MC)

In attendance: Cllrs Donald Fraser and Carole Mulroney, Paul Beckerson (Town Clerk), Barbara Ashdown, Lynn Robinson and Sheila Brazier.

The meeting opened at 7.30pm

2. ELECTION OF CHAIRMAN

Cllr Paul Lawrence was elected as Chairman, proposed by Cllr Pat Holden, seconded Cllr Syrie Cox

3. ELECTION OF VICE CHAIRMAN

Cllr Pat Holden was elected as Vice Chairman, proposed by Cllr Paul Lawrence, seconded Cllr Syrie Cox

4. CHAIRMAN'S OPENING REMARKS

The Chairman welcomed all to the meeting and how pleased he was to have the support of all the allotment holders.

5. APOLOGIES FOR ABSENCE

Cllrs Richard Herbert and Jerry Holden

6. DECLARATION OF MEMBERS' INTERESTS

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

7. APPROVAL OF MINUTES OF THE PREVIOUS MEETINGS

Minutes of the meeting of 19th March 2014 were agreed as a correct record and signed by the Chairman.

8. REVIEW OF TENANCY AGREEMENT

The Committee made the following amendments to the agreement.

Add at end of 4 in Information and Advice definition of cultivation – 'The tending and harvesting of crops or plants'

Re-number Conditions to include (f)

Reword 10 in Information and Advice into third person.

Amend 14 Trees – ‘Edible fruit trees only may be grown on plots, the umbrella of which should be limited to a quarter of the plot with any additional planting subject to prior permission from the Council. The trees should not overshadow and thereby harm the use of an adjacent plot. Fruit trees should be grown from dwarfing root stock.’

Move items from Information and Advice that are mandatory to Conditions and renumber accordingly.

Revised draft attached as Appendix 1

9. AWARDING OF CONTRACT FOR INSTALLATION OF FENCING TO SOUTHERN BOUNDARY

The Committee **RESOLVED** to award the contract to the lowest tenderer Mr Fencing.

There was a need to remove three trees to facilitate the installation of the fence, a quote of £100 had been received; the Committee **RESOLVED** to accept the quote and proceed with the work.

10. WRITTEN REPORTS FROM SITE REPRESENTATIVES (Appendix 1 to the agenda)

The Chairman undertook to liaise with Marshal Close volunteers regarding the Brook.

Marshall Close **noted**.

Leigh Allotments **noted**.

MDAS Report

A plant swap had taken place raising £161 with half the proceeds being donated to McMillan Nursing. The Committee agreed to seek professional advice regarding the reinstatement of the land drains in the vicinity of Anglia Water Building; once a scheme had been decided upon prices would be brought back to the next meeting.

Ashley assured the committee that the track between the 2 sites, at the north end, would be reinstated as soon as possible.

The Committee **RESOLVED** not to allow further tyres on the site, terms and conditions to be amended accordingly.

The Committee **RESOLVED** not to allow any further carpet on plots.

MDAS Report **noted**.

Orchard Report **noted**.

11. BUDGET – Report 2359/Allot Final Outturn 2013/14 (Appendix 2 to the agenda)

Members **noted** the report.

12. CORRESPONDENCE

There was none.

13. MOTION TO EXCLUDE PUBLIC – The Public Bodies (Admission to Meetings) Act 1960

That in view of the confidential nature of the business to be transacted the public and press be temporarily excluded and they are instructed to withdraw (SO.1(c)) - (Legal)

Start of Confidential Business

14. RECEIVE REPORT OF TENANCY APPEAL

The appeal panel had sat and upheld the appeal.

15. LEGAL ACTION REGARDING THE BEHAVIOUR OF A FORMER TENANT

The Committee **RECOMMENDED** action to F&GPC as set out in Confidential Appendix 1

End of Confidential Business

The meeting closed at 8.35pm



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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. In addition a deposit of £..... has been paid by the Tenant, which is refundable by the Council at the end of the tenancy, subject to the Plot being clear of all rubbish.

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.....

For & on behalf of the Council

Date

Date.....

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) only grow edible fruit trees on plots, the umbrella of which should be limited to a quarter of the plot with any additional planting subject to prior permission from the Council.
- d) inform the Council and the relevant allotment group, 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, or for the purpose of maintenance
- g) keep vehicular travel on the site to a minimum and a 5 MPH speed limit applies across the Site. Vehicles should not obstruct paths and should preferably be left in recognised parking areas.
- h) provide and maintain a plot identification number

The Tenant must not

- a) obstruct, encroach upon or cultivate any path on the site or cultivate within 1m of a boundary fence.
- b) use vehicles on main paths when closed during adverse weather conditions.
- c) use barbed wire or glass on the Plot
- d) place or use tyres or carpet on the Plot
- e) erect any building or structure other than those permitted* without the previous written consent of the Council
- f) 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
- g) have a bonfire without the prior written consent of the Council unless it is on an approved bonfire weekends
- h) deposit any material (including vegetation) on main paths other than suitable stones and hard-core where needed to improve the condition of the path or remove top soil from the plot and site
- i) grow any crop for commercial purposes or conduct a trade or business
- j) keep livestock on the Plot without prior written consent
- k) assign, sub-let or part with possession of the Plot without the prior written consent of the Council

- l) cause nuisance or annoyance
- m) deposit rubbish on the site (paths, hedgerows, uncultivated areas, etc)
- n) use a hose
- o) 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
- p) cut or prune trees on common ground without prior written consent from the Council on each occasion.

*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 71-73 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
71-73 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 and for the registered unemployed.

3. **Plot Size**

All plots are taken as seen and are charged at a rate agreed with the Tenant prior to the tenancy commencing. There are three rates of charge:

Starter; Half Plot; Full Plot

4. **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. For the sake of clarification cultivation means the tending and harvesting of crops or plants.

5. **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.

6. **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.

7. **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.

8. **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 the relevant allotment group. 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.

9. Vehicular Access

Vehicular travel on the site should be kept to a minimum and a 5 MPH speed limit applies across the site. Vehicles 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.

10. Allotment Gates and Keys

The Allotment Site gates must be kept shut and locked at all times. If there deliveries, the tenant must be present and is 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.

11. Personal Equipment

The Council is not liable for any personal equipment left on the 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.

12. Vandalism, Theft or Damage

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

13. 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.

14. Trees

Edible fruit trees only may be grown on plots, the umbrella of which should be limited to a quarter of the plot with any additional planting subject to prior permission from the Council. The trees should not overshadow and thereby harm the use of an adjacent plot. Fruit trees should be grown from dwarfing root stock.

15. Insurance

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