



Leigh-on-Sea Town Council

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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 16th JULY 2014 AT THE LEIGH COMMUNITY CENTRE, 71-73 ELM ROAD, LEIGH-ON-SEA

Present: Cllrs: Paul Lawrence (Chairman), Donald Fraser, Richard Herbert, Jerry Holden and Pat Holden

Allotment representatives: Ron Bates, Alan Ashdown (LA), David Hammond (Orchard), Ashley Hitchcock (MDAS), Anne Scobie (MC) (until Min 30)

In attendance: Cllr Mark Bromfield (until Min 30), Paul Beckerson (Town Clerk), Helen Symmons (Allotments Officer), Barbara Ashdown, Lynn Robinson and Sheila Brazier.

The meeting opened at 7.31pm

16. CHAIRMAN'S OPENING REMARKS

The Chairman welcomed all to the meeting and how pleased he was at the full turnout. The new fencing had been installed to the southern boundary of the Leigh Site, a dangerous tree had been removed at a cost of £250, an ASA inspection had been conducted and the absence of plot markers was still a problem. The police had informed the office that sheds were being burgled and plot holders were asked to be vigilant.

17. APOLOGIES FOR ABSENCE

Cllrs Syrie Cox and Jane Ward

18. 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 and LOSALGA.

19. APPROVAL OF MINUTES OF THE PREVIOUS MEETINGS

Minutes of the meetings of 14th and 21st May 2014 were agreed as a correct record and signed by the Chairman.

20. APPROVAL OF REVISED TENANCY AGREEMENT (Appendix 4 to the agenda)

The Committee made the following amendments to the agreement.

In 'Information and Advice' item 2, replace the words 'age of 60 years' with 'state retirement age'. Proposed Cllr Jerry Holden; seconded Cllr Pat Holden.

This will be applied as existing full rent payers reach the state retirement age and not change the status of existing discounted tenants who are under the current state retirement age but over 60.

An amendment was put that this should apply to all plot holders regardless of current status, this was **lost**.

The Committee **RESOLVED** to agree the amendment.

Item (k) in tenants must not. An amendment was put to not allow braziers to be used on the site. Proposed Cllr Jerry Holden; seconded Cllr Pat Holden.

On being put to the vote there was an equality of votes, on the Chairman's casting vote the amendment was **lost**.

In 'Information and Advice' item 4 the Committee **RESOLVED** to delete (Membership of the NSALG can provide insurance cover??).

At the end of 'Information and Advice' item 11 add 'Vehicles are used on the site entirely at the owner's risk'.

The Committee **RECOMMENDED** the revised Tenancy Agreement as amended to Council for adoption.

Revised agreement attached as Appendix 1

21. ASA AGREEMENT INSPECTION (Appendix 5 to the agenda)

The Committee **noted** the report.

22. PLANTING OF A HEDGE ADJACENT TO THE FENCE ON THE NORTHERN BOUNDARY

The Committee considered the proposition and agreed the following course of action:

- Approach Essex Homes to see if they would install bollards at the entrance to the rear housing access road

OR

- if not, they would give permission for bollards to be installed at the entrance to the rear housing access road (bollards purchased and installed by LTC).
- If Essex Homes were not agreeable to the bollards would they be willing to contribute to the cost of maintaining the hedge.
- It was **RESOLVED** that the hedge should run the entire length of the northern boundary fence that abuts the access road.
- The Woodland Trust be approached to see if they would be prepared to grant fund the hedging plants.
- To establish and bring back proposals regarding the planting and maintenance of the hedge. (Caretaker Hours then referenced to F&GPC).

23. HIRING OF A SKIP TO REMOVE WASTE FROM THE LEIGH SITE at a cost of approximately £200 (Waste Clearance Budget).

The Committee **RESOLVED** to hire a skip at a cost of approximately £200 to be taken from the Waste Clearance Budget.

24. REVIEW OF WATER CHARGES FOR 2014/15

Because of an overcharge on water rates in previous years, it was agreed to rebate the water charges by £2,674.14 over the next 3 years. The Committee **RESOLVED** to recommend to F&GPC that the rebate of £950 for water charges this year be funded from reserves.

25. ALLOTMENT RENTS FOR 2014/15 (Appendix 2 to the agenda)

The Rents were **noted** subject to F&GPC approval of minute 24.

26. APPLICATION THROUGH THE OFFICE FOR TENANCIES OF MORE THAN 1 PLOT

The Committee **RESOLVED** that tenants wishing to cultivate more than one full plot must make an application through the office.

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

Marshall Close, a resident had requested access to his fence via the site; they should contact the Town Clerk to get written permission. The gate at the entrance requires replacement, it was **RESOLVED** to try and source a second hand gate if it was still available. The report was **noted**.

Leigh Allotments, a successful BBQ had been held which raised funds for the society. The report was **noted**.

MDAS Report

The Committee noted that the track between the sites had not been reinstated, it was confirmed that this should be done as soon as possible. MDAS were asked to inform the Council as to the amount of water pipe required together with a cost to feed the new tanks they were installing.

MDAS Report **noted**.

Orchard Report **noted**.

28. BUDGET – Report 2383/Allot 10th July 2014 (Appendix 3 to the agenda)

The Committee **RESOLVED** to recommend to F&GPC that £1,500 be vired from the Waste Clearance Earmarked Reserve to supplement the predicted shortfall in rental income caused by a greater percentage of discounted plots on the sites.

Members **noted** the report.

29. CORRESPONDENCE

There was none.

30. 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)) - (Contractual)

Start of Confidential Business

31. CONSIDERATION OF MAINTENANCE OF PLOTS AND THE WAY FORWARD (Confidential Appendix 1 to the agenda)

The Committee **RESOLVED** to get advice on the situation and investigate the possibility of providing raised beds on a starter plot to ameliorate the situation. Costs for materials and labour would be obtained and brought back to the next meeting of the Committee.

End of Confidential Business

The meeting closed at 10.22pm



Leigh-on-Sea Town Council

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Tel: 01702 716288



Allotment Tenancy Agreement

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

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

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

.....

Telephone Number.....

Date of Birth (if over state retirement age)

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) 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) observe the 5 MPH SPEED LIMIT which applies across the Site and keep vehicular travel on the site to a minimum
- h) provide and maintain a plot identification number
- i) remove from the site all rubbish unsuitable for composting
- j) report any incidents of vandalism, theft or damage to the Police and the Council as soon as possible
- k) preserve all hedge lines adjacent to plots. These may be maintained by the Tenant if required

The Tenant must not

- a) cause nuisance or annoyance
- b) obstruct, encroach upon or cultivate any path on the site or cultivate within 1m of a boundary fence
- c) use vehicles on main paths (tracks) during adverse weather conditions or when closed
- d) obstruct paths with vehicles.
- e) bring or use barbed wire or glass on the Plot
- f) bring or use tyres or carpet on the Plot
- g) erect any building or structure other than those permitted* without the previous written consent of the Council
- h) plant trees other than fruit trees on the Plot. Trees must not overshadow an adjacent plot
- i) take any dogs on to the site unless on a lead and kept on the owner's Plot, and must ensure that dog faeces are removed from the site in a hygienic manner

- j) have a bonfire without the prior written consent of the Council or on approved bonfire weekends; bonfires must never be left unattended
- k) leave braziers unattended or allow them to smoke
- l) burn anything other than natural materials
- m) deposit any material, including vegetation, on main paths other than suitable stones and hard-core where needed to improve the condition of the path
- n) deposit any rubbish, including vegetation, on the site (paths, hedgerows, uncultivated areas, etc)
- o) remove any soil from the site
- p) grow any crop for commercial purposes or conduct a trade or business
- q) keep livestock on the site without prior written consent
- r) assign, sub-let or part with possession of the Plot without the prior written consent of the Council
- s) use a hose or keep a hose on the site
- t) put plants in the water tanks or 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
- u) 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 state retirement age and for the registered unemployed.

3. **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.

4. **Insurance**

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

5. 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.

6. 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

7. 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. (**The tending and harvesting of crops or plants)

8. 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.

9. 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 and at least 1ft from neighbouring fences.

10. Paths

The Council will maintain the main paths (tracks) which have a width of at least 8ft.. 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.

11. Vehicles

Vehicles should preferably be left in recognised parking areas. Main paths may be closed during adverse weather conditions to reduce damage. Vehicles are used on the site entirely at the owner's risk.

12. 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.

13. Trees

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