



Leigh-on-Sea Town Council

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Chairman: Cllr Richard Herbert
Vice Chairman: Cllr Syrie Cox
Town Clerk: Paul Beckerson



Notice is hereby given that the next meeting of the **Allotments Committee** of the Leigh-on-Sea Town Council will take place on **Wednesday 16th July 2014, Leigh Community Centre, 71-73 Elm Road, Leigh-on-Sea, at 7.30pm**, when it is hoped to transact the following business:

Agenda

1. CHAIRMAN'S OPENING REMARKS
2. APOLOGIES FOR ABSENCE
3. DECLARATION OF MEMBERS' INTERESTS
4. TO APPROVE MINUTES OF THE MEETINGS ON 14th and 21st MAY 2014
5. TO APPROVE REVISED ALLOTMENT TENANCY AGREEMENT (Appendix 4)
6. CHAIRMAN'S REPORT ON THE ASA AGREEMENT INSPECTION (Appendix 5)
7. PLANTING HEDGE ADJACENT TO FENCE ON THE NORTHERN BOUNDARY

There has been dumping over the fence on the northern boundary, in order to discourage this it is proposed that a hedge be planted on the allotment side of the fence to deter the dumping.

The Committee is **requested** to consider the provision of the hedge. It is suggested that a price be obtained, the Council to purchase the hedge (Maintenance Budget) and that the Societies be asked to assist in the planting.

8. TO HIRE A SKIP TO REMOVE WASTE FROM THE LEIGH SITE at a cost of approximately £200 (Waste Clearance Budget)
9. REVIEW OF WATER CHARGES FOR 2014/15

The amount collected from tenants for the period 2009-2014 has been analysed and an overcharge of £2,674.14 has occurred. The water charge for 2014/15 would have amounted to £2,564.09.

In order to address this it is proposed to have a rebate of £891.38 over a three year period to remedy the situation. The budget sheet has been amended to provide a separate income for water charges so this can be monitored in future throughout the year. The income now shows as a rent only figure.

The Committee is therefore asked to **approve** the rebate water rate charge of £891.38 for three years, this will then be referred to F&GPC as a Committee Reference.

10. TO NOTE ALLOTMENT RENTS FOR 2014/15 (Appendix 2)
11. APPLICATION THROUGH THE OFFICE FOR TENANCIES OF MORE THAN 1 PLOT

The Committee is requested to confirm that tenants wishing to cultivate more than one plot must make an application through the office.

12. WRITTEN REPORTS FROM SITE REPRESENTATIVES ON ITEMS NOT COVERED ABOVE – (Appendix 1)
- a) Marshall Close
 - b) Leigh Allotments
 - c) Manchester Drive
 - d) Orchard

13. BUDGET – Report 2383/Allot 10th July 2014 (Appendix 3)

The following alterations have been made to the budget sheet:

Manchester Drive Rental income reduced from £8,032 to £4,631 removal of water rate charge and reassessment of potential income.

Leigh Rental income reduced from £4,389 to £2,301 removal of water rate charge and reassessment of potential income.

Marshall Close Rental income reduced from £462 to £308 removal of water rate charge and reassessment of potential income.

New Income heading to record water rate income

The Council have received a payment from the Motor Insurance Bureaux (Uninsured Claims) £1,185.

14. CORRESPONDENCE

15. 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 in item 15 the public and press be temporarily excluded and they are instructed to withdraw (SO.1(c)) - (Contractual)

16. TO CONSIDER MAINTENANCE OF PLOTS AND THE WAY FORWARD – Confidential Appendix 1



Paul Beckerson
Town Clerk
10th July 2014

Any member who is unable to attend the meeting should send their apologies before the meeting.

Marshall Close Allotment Report for July 2014

There isn't much to report. Three unworked plot letters have gone out. One plot is immediately being cleared.

One neighbouring house has replaced damaged fencing and another which has caused previous problems for the site has been sold and new owners are currently clearing the boundary prior to erecting new fencing.

Most new tenants working hard clearing plots with no vacant plots at present

Anne Scobie
10th July

LOSALGA

Leigh on Sea Allotment

Association

and Leisure Garden

Several plots have been let over the last few weeks. Some of these were newly vacated and untended plots which have been cleared of rubbish and strimmed down prior to being let. An 8 yard skip was hired to dispose of mainly old carpet which was left by previous tenants and general plot rubbish. Although clearing this was hard work the end result and subsequent lettings were well worth the effort. 2 sheds were cleared and their contents added to the skip.

40 metres of new palisade fencing has been erected on our south boundary adjacent to the gate. This has made a massive improvement to the site as a whole and is very much appreciated by everyone I have talked to. 3 trees were removed to facilitate this and another 8 yard skip was hired by LTC to enable rubbish and spoil to be removed from site, thank you!

2 water butts have needed minor repairs and some pebbles were removed from a tenant's property and laid on our main tracks.

All tracks have been well maintained and overhanging bramble cut back where required

2 fence panels have been repaired by LTC on the eastern boundary, good job Graham, thank you.

Losalga held its first ever Open Day which was both very enjoyable and also lucrative. We would like to thank everyone that helped, donated or supported us by just coming through the gate. A great success!

Alan Ashdown
Chairman Leigh Allotments

MDAS

MDAS

An excellent summer BBQ was held recently and our thanks go out to Sheila Brazier and Lynn Robinson for all their hard work in making it a success. Over 40 people came. We have submitted the site for the Southend Borough competition. At the moment everyone is busy attending to their plots, watering and picking fruit. It has been an excellent year for soft fruit. We have our open day on the 31st August.

We would ask that in the tenancy agreement could be put that no one is allowed to move top soil off the allotments and site.

ASA

Two new tanks are being purchased to be put at the top of the site. We had a good working party to remove further rubbish from the ditch and a full skip was taken away. There is still further work to be done in this area. The work is ongoing and will be continued when time permits. With reference to the gap in the hedge line at the top of the site. There has been contention with some members that the hedge line is ancient and ought to be reinstated. Ron Bates will say something on the issue.

A.Hitchcock (Chairman)

Allotment Rent 2014/15

	Starter Plot (A/B/C)			Half Plot (E/W)			Full Plot		
	Rent	Water	Total	Rent	Water	Total	Rent	Water	Total
over 60's	£7.00	£2.00	£9.00	£10.50	£3.00	£13.50	£21.00	£6.00	£27.00
Full	£14.00	£2.00	£16.00	£21.00	£3.00	£24.00	£42.00	£6.00	£48.00

Tenacy Deposits

£15.00

£25.00

£50.00

Key Charges

£5.00 Leigh Site and Manchester Drive Site

£10.00 Marshall Close Site

Heading	2013/14 B/F	Income Budget	Income to Date	Expenditure Budget	Spend to Date	Commitments	Balance	% Spent
Rents								
Manchester Drive		5,294	560.25				4733.75	10.58
Leigh		2,301	0.00				2301	0.00
Marshall Close		308	54.00				254	17.53
Grants			0.00					
Other Income								
MDAS Agency Fee 12.5%				662	70.03			
Affiliations				0	0.00		0.00	
Water Rates		2,564	262.50	2,700	0.00		2,700.00	0.00
Water Rates Rebate				950				
Staff Costs				5,250	1,055.34		4,194.49	20.10
Waste Clearance	3,899			0	£191.67		3,707.66	4.92
Maintenance				1,000	2.50		997.50	0.25
Miscellaneous				60	0.00		60.00	0.00
Training					0.00		0.00	
Hedge Cutting				1,000	100.00		900.00	10.00
ASA - LA				1,600	400.00		1,200.00	25.00
ASA - MDAS				3,000	750.00		2,250.00	25.00
ASA - MC				500	125.00		375.00	25.00
Capital improvements*			1685.00	2,500	3,926.63		258.37	93.83
Keys			75.00	0	177.62		-102.62	
Totals	3,899	10,467	2636.75	19,222	6798.79		16,540.40	35.37
Nett cost (exp - inc)		8,755			4162.04		8,492	
Revenue		1,005			-819.93			
Capital*		2,500			2,241.63			
Tenancy Deposits	1,622.50		325.00		30.00		1917.50	



Leigh-on-Sea Town Council

71-73 Elm Road, Leigh-on-Sea, Essex SS9 1SP
Tel: 01702 716288



Allotment Tenancy Agreement

Full Name of Tenant..... Site.....
 Address..... Plot Number.....
 **Nominal** 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 Leigh Town 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 LTC

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 age of 60 years 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 ploholders or property and crops owned by ploholders. (Membership of the NSALG can provide personal insurance cover??)

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.

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.

Leigh Council ASA report for June 2014

I visited the 3 Allotment sites with the Allotments Officer, Helen Symmons, and each of the site Representatives to carry out an inspection in line with the ASA Agreement.

I am happy to report that all is going well with the Societies maintaining the allotments. All 3 sites have met the criteria set out in the Agreement with grass areas looking neat and tidy, hedges trimmed back and the tanks in good order etc.

MDAS

The whole site is looking clean and tidy. They are making very good progress with the clearing of the ditch on the east boundary line to improve drainage to the brook.

Unfortunately the track between the 2 sites, at the north end, has still not been reinstated as agreed at the May Committee meeting.

LEIGH SITE

This site is also clean and tidy and much effort has gone into clearing overgrown plots to be let out so that new Allotmenters are given a head start.

The 40 metres of fencing on the south boundary is finished which gives us extra security; the clearance required in the process has made that area more attractive

MARSHALL CLOSE

All of the plot holders on the site had signed up for volunteering duties to improve the paths but because of Anne's mobility problems the work has been put on hold. The site is looking very neat and tidy and Anne has some good ideas for the future improvement of the site.

All in all, our contract with the Societies is working very well and I congratulate them on their efforts.

Cllr Paul Lawrence

Chairman Allotments