



Seaford Town Council

To the Members of the Community Services Committee

A meeting of the of the **Community Services Committee** will be held at **37 Church Street, Seaford** on **Thursday 20 March 2014** at **7.00 pm** which you are summoned to attend.

S J Shippen
Town Clerk
14 March 2014

Agenda

1. Apologies for Absence and Declaration of Substitute Members

2. Minutes

To approve the minutes of the meeting held on 23 January 2014.

3. Disclosure of Interests

To deal with any disclosure by Members of any discloseable pecuniary interests and interests other than pecuniary interests, as defined under the Seaford Town Council Code of Conduct and the Localism Act 2011, in relation to matters on the agenda.

4. Public Participation

To deal with any questions, or brief representations, from members of the public in accordance with Standing Order 1 and Seaford Town Council Policy.

5. Finance Report

To consider report 169/13 concerning committee income and expenditure to 28 February 2014 (pages 3 to 10).

6. Projects Update

To consider report 173/13 concerning projects (pages 11 to 12).

7. Grounds Maintenance Contract

To consider report 171/13 concerning the grounds maintenance contract (pages 13 to 14).

8. The Salts Recreation Ground – Development Plan

To consider report 174/13 of the Development Plan and for The Salts Recreation Ground (pages 15 to 16).

9. Seaford Cricket Club – Artificial wicket

To consider report 177/13 regarding an artificial wicket for Seaford Cricket Club (pages 17 to 18).

10. The Base - Hiring procedures, income and expenditure

To consider report 170/13 concerning the updated hiring procedures for The Base (pages 19 to 20).

11. Seafront and Seaford Head Estate - Storm Damage and Cliff Safety

To consider report 175/13 regarding damage and safety matters following recent storms (pages 21 to 22).

12. Beach Huts – Licence Conditions

To consider report 176/13 regarding amendments to Beach Hut Licence conditions (pages 23 to 32).

13. Seaford Tree Wardens

To consider report 172/13 regarding the planting of street trees and licences (pages 33 to 36).

For further information about items appearing on this Agenda please contact Mrs S J Shippen, Town Clerk, 37 Church Street, Seaford, BN25 1HG. Telephone 01323 894870.

Circulation:

Committee: Councillor B M Warren (Chairman), Councillor L Wallraven (Vice-Chairman), Councillors R E Allen (ex-officio), S Dunn, P L Franklin (ex-officio), A Hayder, P Heseltine, A Latham, S McStravick,

For information: Councillors S Adeniji, M F Brown, B Burfield, S J Gauntlett, T Goodman, B Groves, R Needham, I J White.



Seaford Town Council

Report 169/13

Agenda Item No:	5
Committee:	Community Services Committee
Date:	20 March 2014
Title:	Finance Report
By:	Lucy Clark, Support Services Manager
Purpose of Report:	To inform members of the Community Services Committee of Income and Expenditure for the period 1 April 2013 to 28 February 2014

Recommendations

You are recommended:

- 1. To approve the report.**
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1. Information

- 1.1** Attached at Appendix A are the statements detailing income and expenditure for the period 1 April 2013 to 31 January 2014 compared to the projected annual budget.
- 1.2** Overall, except noted below, the budget % for the period is broadly in line with the projected annual budget.
- 1.3** Variances not previously reported may be explained as:
 - (a)** Income Concession (1066) and Beach Huts income (1060 & 1061) – these are showing a high percentage due to invoices being raised in February relating to next year's rent. This will be adjusted by a journal at the year end.
 - (b)** Community Services Events Exp (4195/135) shows an overspend which is offset with the income in Christmas Events.
 - (c)** Income Base Rent (1071) – there has been no income received from The Base since April 2013.
 - (d)** Cleaning at Crypt (4201/113) – there is a an overspend of £77 due to the arranging of carpet cleaning prior to the projected annual being changed. This can be offset by an underspend in Advertising & Publicity .


2. Financial Appraisal

The financial implications in this report are outlined in Section 1 of this report.


3. Contact Officer

The Contact Officer for this report is Lucy Clark, Support Services Manager. As it is not intended that I attend the meeting, please contact me prior to the meeting, if you have any questions regarding this report.

Support Services Manager



Town Clerk



		Actual Year To Date	Projected Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
<u>Community Services</u>							
<u>105</u>	<u>Salts Recreation Ground</u>						
4051	Rates	578	578	1		1	99.9 %
4052	Water & Sewerage	1,967	2,908	941		941	67.7 %
4055	Electricity	243	350	107		107	69.5 %
4115	Insurance	2,823	2,823	0		0	100.0 %
4201	Cleaning	0	1,433	1,433		1,433	0.0 %
4251	Dog Bin Emptying	763	1,526	763		763	50.0 %
4252	Litter & Dog Bin Pch & Maint	85	85	0		0	99.9 %
4260	Grounds Maintenance Contract	67,161	89,549	22,388		22,388	75.0 %
4261	Grounds Maint non contract	1,875	5,000	3,125		3,125	37.5 %
	Salts Recreation Ground:- Expenditure	75,496	104,252	28,756	0	28,756	72.4 %
1050	Income Rent	1,535	1,043	492			147.2 %
1051	Income Insurance Recharge	1,213	1,213	0			100.0 %
1058	Income Water Recharge	2,184	1,952	232			111.9 %
1066	Income Concession	30,600	14,800	15,800			206.8 %
1071	Income Base Rent	197	300	-103			65.7 %
	Salts Recreation Ground :- Income	35,729	19,308	16,421			185.0 %
	Net Expenditure over Income	39,767	84,944	45,177			
<u>106</u>	<u>Crouch Recreation Ground</u>						
4052	Water & Sewerage	924	2,098	1,174		1,174	44.1 %
4055	Electricity	236	280	44		44	84.4 %
4115	Insurance	1,621	1,557	-64		-64	104.1 %
4251	Dog Bin Emptying	636	1,272	636		636	50.0 %
4252	Litter & Dog Bin Pch & Maint	227	227	0		0	100.0 %
4260	Grounds Maintenance Contract	36,204	48,271	12,067		12,067	75.0 %
4261	Grounds Maint non contract	1,892	3,500	1,608		1,608	54.1 %
4274	Projects Expenditure	0	4,672	4,672		4,672	0.0 %
	Crouch Recreation Ground:- Expenditure	41,740	61,877	20,137	0	20,137	67.5 %
1050	Income Rent	2,540	2,425	115			104.7 %
1051	Income Insurance Recharge	705	705	0			100.0 %
1052	Income Projects	0	4,672	-4,672			0.0 %
1057	Income Electricity Recharge	138	140	-2			98.7 %
	Crouch Recreation Ground :- Income	3,383	7,942	-4,559			42.6 %
	Net Expenditure over Income	38,357	53,935	15,578			

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Committee Report

		Actual Year To Date	Projected Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
<u>107</u>	<u>Martello Fields</u>						
4251	Dog Bin Emptying	509	1,016	507		507	50.1 %
4260	Grounds Maintenance Contract	4,347	5,797	1,450		1,450	75.0 %
4261	Grounds Maint non contract	1,399	2,000	601		601	70.0 %
	Martello Fields:- Expenditure	<u>6,255</u>	<u>8,813</u>	<u>2,558</u>	<u>0</u>	<u>2,558</u>	<u>71.0 %</u>
1050	Income Rent	3,876	3,650	226			106.2 %
	Martello Fields :- Income	<u>3,876</u>	<u>3,650</u>	<u>226</u>			<u>106.2 %</u>
	Net Expenditure over Income	<u>2,379</u>	<u>5,163</u>	<u>2,784</u>			
<u>108</u>	<u>Other Open Spaces</u>						
4051	Rates	601	601	0		0	99.9 %
4052	Water & Sewerage	128	70	-58		-58	182.6 %
4251	Dog Bin Emptying	890	1,526	636		636	58.3 %
4252	Litter & Dog Bin Pch & Maint	71	71	0		0	99.5 %
4260	Grounds Maintenance Contract	15,582	20,777	5,195		5,195	75.0 %
4261	Grounds Maint non contract	1,391	3,500	2,109		2,109	39.8 %
	Other Open Spaces:- Expenditure	<u>18,663</u>	<u>26,545</u>	<u>7,882</u>	<u>0</u>	<u>7,882</u>	<u>70.3 %</u>
	Net Expenditure over Income	<u>18,663</u>	<u>26,545</u>	<u>7,882</u>			
<u>113</u>	<u>Crypt</u>						
4051	Rates	5,359	5,359	0		0	100.0 %
4052	Water & Sewerage	320	154	-166		-166	207.6 %
4055	Electricity	511	850	339		339	60.2 %
4056	Gas	1,012	2,050	1,038		1,038	49.4 %
4100	Telecommunications	77	77	0		0	100.4 %
4105	Postage	0	10	10		10	0.0 %
4106	Stationery	0	100	100		100	0.0 %
4110	Advertising & Publicity	30	300	270		270	10.0 %
4115	Insurance	728	1,174	446		446	62.0 %
4199	Other Expenditure	0	240	240		240	0.0 %
4201	Cleaning	327	250	-77		-77	130.6 %
	Crypt:- Expenditure	<u>8,365</u>	<u>10,564</u>	<u>2,199</u>	<u>0</u>	<u>2,199</u>	<u>79.2 %</u>
1050	Income Rent	6,255	6,800	-545			92.0 %
1054	Income Other	0	240	-240			0.0 %
1303	Income Crypt Building Repair	23	0	23			0.0 %
	Crypt :- Income	<u>6,277</u>	<u>7,040</u>	<u>-763</u>			<u>89.2 %</u>
	Net Expenditure over Income	<u>2,087</u>	<u>3,524</u>	<u>1,437</u>			

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		Actual Year To Date	Projected Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
<u>115</u>	<u>Martello Tower</u>						
4115	Insurance	2,081	2,081	0		0	100.0 %
	Martello Tower:- Expenditure	<u>2,081</u>	<u>2,081</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>100.0 %</u>
	Net Expenditure over Income	<u>2,081</u>	<u>2,081</u>	<u>0</u>			
<u>116</u>	<u>Seaford Head Estate</u>						
4115	Insurance	1,165	1,165	0		0	100.0 %
4251	Dog Bin Emptying	254	1,017	763		763	25.0 %
4261	Grounds Maint non contract	139	250	111		111	55.6 %
4500	Nature Reserve Expenses	6,881	11,972	5,091		5,091	57.5 %
	Seaford Head Estate:- Expenditure	<u>8,439</u>	<u>14,404</u>	<u>5,965</u>	<u>0</u>	<u>5,965</u>	<u>58.6 %</u>
1050	Income Rent	3,750	3,750	0			100.0 %
1053	Income Grants	6,534	6,534	0			100.0 %
1054	Income Other	0	0	0			0.0 %
1066	Income Concession	8,040	3,970	4,070			202.5 %
1200	Income Nature Reserve	3,200	2,300	900			139.1 %
	Seaford Head Estate :- Income	<u>21,524</u>	<u>16,554</u>	<u>4,970</u>			<u>130.0 %</u>
	Net Expenditure over Income	<u>-13,085</u>	<u>-2,150</u>	<u>10,935</u>			
<u>117</u>	<u>Seafront</u>						
4052	Water & Sewerage	103	170	67		67	60.3 %
4055	Electricity	1,220	2,200	980		980	55.4 %
4115	Insurance	498	498	0		0	100.0 %
4201	Cleaning	0	50	50		50	0.0 %
4250	Public Seating	263	368	105		105	71.5 %
4251	Dog Bin Emptying	694	694	0		0	100.1 %
4252	Litter & Dog Bin Pch & Maint	0	0	0		0	0.0 %
4253	Shelters	1,432	1,848	416		416	77.5 %
4261	Grounds Maint non contract	1,500	2,500	1,000		1,000	60.0 %
	Seafront:- Expenditure	<u>5,709</u>	<u>8,328</u>	<u>2,619</u>	<u>0</u>	<u>2,619</u>	<u>68.6 %</u>
1055	Income Seating	368	368	0			100.0 %
1057	Income Electricity Recharge	1,196	2,200	-1,004			54.3 %
1058	Income Water Recharge	0	70	-70			0.0 %
1066	Income Concession	79,770	38,215	41,555			208.7 %
	Seafront :- Income	<u>81,334</u>	<u>40,853</u>	<u>40,481</u>			<u>199.1 %</u>
	Net Expenditure over Income	<u>-75,624</u>	<u>-32,525</u>	<u>43,099</u>			

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		Actual Year To Date	Projected Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
<u>118</u>	<u>Beach Huts</u>						
4051	Rates	2,122	2,122	0		0	100.0 %
4115	Insurance	1,041	1,041	0		0	100.0 %
4199	Other Expenditure	2	0	-2		-2	0.0 %
	Beach Huts:- Expenditure	<u>3,166</u>	<u>3,163</u>	<u>-3</u>	<u>0</u>	<u>-3</u>	<u>100.1 %</u>
1054	Income Other	4	4	0			104.3 %
1060	Beach Huts Site Licence	29,035	14,400	14,635			201.6 %
1061	Beach Hut Annual Rent	20,717	10,239	10,478			202.3 %
	Beach Huts :- Income	<u>49,756</u>	<u>24,643</u>	<u>25,113</u>			<u>201.9 %</u>
	Net Expenditure over Income	<u>-46,591</u>	<u>-21,480</u>	<u>25,111</u>			
<u>119</u>	<u>Old Town Hall</u>						
4115	Insurance	179	179	0		0	100.1 %
	Old Town Hall:- Expenditure	<u>179</u>	<u>179</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>100.1 %</u>
1050	Income Rent	1,275	1,275	0			100.0 %
1051	Income Insurance Recharge	179	179	0			100.1 %
	Old Town Hall :- Income	<u>1,454</u>	<u>1,454</u>	<u>0</u>			<u>100.0 %</u>
	Net Expenditure over Income	<u>-1,275</u>	<u>-1,275</u>	<u>0</u>			
<u>125</u>	<u>Allotments</u>						
4199	Other Expenditure	786	943	157		157	83.4 %
4260	Grounds Maintenance Contract	1,052	1,402	350		350	75.0 %
	Allotments:- Expenditure	<u>1,838</u>	<u>2,345</u>	<u>507</u>	<u>0</u>	<u>507</u>	<u>78.4 %</u>
1050	Income Rent	833	846	-13			98.5 %
1054	Income Other	896	943	-47			95.1 %
	Allotments :- Income	<u>1,729</u>	<u>1,789</u>	<u>-60</u>			<u>96.7 %</u>
	Net Expenditure over Income	<u>109</u>	<u>556</u>	<u>447</u>			
<u>130</u>	<u>Other Recreation</u>						
4410	Swimming Pool	2,384	4,000	1,616		1,616	59.6 %
	Other Recreation:- Expenditure	<u>2,384</u>	<u>4,000</u>	<u>1,616</u>	<u>0</u>	<u>1,616</u>	<u>59.6 %</u>
	Net Expenditure over Income	<u>2,384</u>	<u>4,000</u>	<u>1,616</u>			

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Committee Report

	Actual Year To Date	Projected Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
<u>134</u> <u>CCTV</u>						
4055 Electricity	767	1,534	767		767	50.0 %
4115 Insurance	889	889	0		0	100.0 %
4270 Vehicles & Equipment Maint	0	1,000	1,000		1,000	0.0 %
4276 CCTV	8,849	9,098	249		249	97.3 %
CCTV:- Expenditure	10,505	12,521	2,016	0	2,016	83.9 %
Net Expenditure over Income	10,505	12,521	2,016			
<u>135</u> <u>Community Service Other</u>						
4115 Insurance	137	137	0		0	99.8 %
4187 Young Mayors Awards	-515	0	515		515	0.0 %
4195 Community Services Events Exp	929	795	-134		-134	116.8 %
4262 Tree Warden Expenses	694	2,310	1,616		1,616	30.0 %
4273 Christmas Lights	9,667	12,600	2,933		2,933	76.7 %
4290 Physical Activity Proj Expenses	2,444	8,000	5,556		5,556	30.6 %
Community Service Other:- Expenditure	13,355	23,842	10,487	0	10,487	56.0 %
1065 Income Xmas Lights	1,385	500	885			277.0 %
1070 Income Community Serv Events	596	595	1			100.1 %
1075 Income Christmas Event	1,335	400	935			333.8 %
1301 CS Events Bin Hire	7	0	7			0.0 %
Community Service Other :- Income	3,323	1,495	1,828			222.2 %
Net Expenditure over Income	10,033	22,347	12,314			
<u>140</u> <u>CS Maj Projects DO NOT USE</u>						
4274 Projects Expenditure	0	0	0		0	0.0 %
CS Maj Projects DO NOT USE:- Expenditure	0	0	0	0	0	
Net Expenditure over Income	0	0	0			
<u>145</u> <u>CS Bldg Maint DO NOT USE</u>						
4275 Building Maintenance	0	0	0		0	0.0 %
CS Bldg Maint DO NOT USE:- Expenditure	0	0	0	0	0	
Net Expenditure over Income	0	0	0			
<u>220</u> <u>Building Maintenance Pool</u>						
4275 Building Maintenance	6,474	6,000	-474		-474	107.9 %
Building Maintenance Pool:- Expenditure	6,474	6,000	-474	0	-474	107.9 %
Net Expenditure over Income	6,474	6,000	-474			

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Committee Report

	Actual Year To Date	Projected Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% of Budget
<u>225</u> <u>Projects Pool</u>						
4274 Projects Expenditure	15,674	35,000	19,326		19,326	44.8 %
Projects Pool:- Expenditure	<u>15,674</u>	<u>35,000</u>	<u>19,326</u>	<u>0</u>	<u>19,326</u>	<u>44.8 %</u>
Net Expenditure over Income	<u>15,674</u>	<u>35,000</u>	<u>19,326</u>			
<u>301</u> <u>Planning & Highways</u>						
4199 Other Expenditure	0	400	400		400	0.0 %
4263 Bus Shelter Maintenance/Clean	180	750	570		570	24.0 %
4274 Projects Expenditure	0	0	0		0	0.0 %
Planning & Highways:- Expenditure	<u>180</u>	<u>1,150</u>	<u>970</u>	<u>0</u>	<u>970</u>	<u>15.7 %</u>
Net Expenditure over Income	<u>180</u>	<u>1,150</u>	<u>970</u>			
Community Services :- Expenditure	<u>220,501</u>	<u>325,064</u>	<u>104,563</u>	<u>0</u>	<u>104,563</u>	<u>67.8 %</u>
Income	<u>208,385</u>	<u>124,728</u>	<u>83,657</u>			<u>167.1 %</u>
Net Expenditure over Income	<u>12,116</u>	<u>200,336</u>	<u>188,220</u>			



Seaford Town Council

Report 173/13

Agenda Item No:	6
Committee:	Community Services
Date:	20 March 2014
Title:	Projects Pool - End of year update
By:	Ben King – Projects & Facilities Manager
Purpose of Report:	To propose carry forwards within Project Pool, to be presented to Finance and General Purposes Committee.

Recommendations

You are recommended:

- 1. To approve that a request be made to the Finance and General Purposes Committee that £10,000 from Projects Pool for refurbishment of Martello Toilets be carried forward into 2014/15.**
 - 2. To approve that the amount remaining in Salts Play Area in Projects pool be carried forward to be used for The Salts Project.**
 - 3. To approve that a request be made to the Finance and General Purposes Committee that the remaining amount from Community Projects, be carried forward to be used for Community Projects in 2014/15.**
-

1. Information

- 1.1** The projects pool will be ending the financial year with some proposed amendments; this is due to a number of developments towards the end of 2013 that take into account more detailed appraisal of the possible options.
- 1.2** For The Salts play areas, the production of the development plan has been first priority before committing to specific project spends; and as part of this project development, the feasibility study for the Seaford Iconic Leisure Facility resulted in a reprioritisation of project budget to contribute towards the joint venture with Lewes District Council and Wave Leisure.
- 1.3** For Martello toilets, the production of a works specification was put on hold to facilitate further research and development for the most suitable products, materials and design to be used at the facility. This research and development also includes discussion and input from Lewes District Council in relation to the renewal of the cleaning contract for public toilets. Taking into consideration the appointment of a new contractor from 1st April 2014 and the process of further research, it is felt that a single works package will be more effective in achieving the desired results for all

new contractor from 1st April 2014 and the process of further research, it is felt that a single works package will be more effective in achieving the desired results for all stakeholders; with the recommended carry forward this works package would then be based on a £33,000 total project budget.

- 1.4 There is also a small underspend in 'Community Projects' which is also recommended for carry forward to enable it to be used on Community Projects in 2014/15, this could pay for work that supports the ongoing development of The Salts project, with the use of volunteers in implementing some of the smaller improvements at The Salts.
- 1.5 Areas where works will be completed in this financial year are for Access and Hard surfaces; a significant amount of progress has been made in improving the condition of footpaths and access points at the primary open spaces; this particular project element will require further review during the next financial year and be prioritised back into a capital programme due to the large quantity of surfaces in Seaford Town Council's open spaces.
- 1.6 The Salts Changing Rooms has reached completion, the building can now be maintained at a higher standard; the life of the building has been extended significantly; the overall condition is greatly improved on the previous standard.

2. Financial Appraisal


If approved the carry forward from 2013/14 Projects Pool, to 2014/15 will total approximately £15,038.

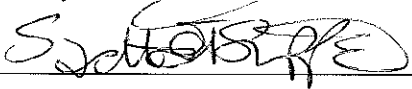
3. Contact Officer

The Contact Officer for this report is Ben King, Projects & Facilities Manager.

Projects & Facilities Manager

Town Clerk







Seaford Town Council

Report 171/13

Agenda Item No:	7
Committee:	Community Services
Date:	20 March 2014
Title:	Grounds Maintenance Contract - Update
By:	Ben King – Projects & Facilities Manager
Purpose of Report:	To advise Members of the grounds maintenance contractor for 2014/15 and the procurement process for the contract commencing in 2015.

Recommendations

You are recommended:

- 1. To approve that the report be noted.**
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1. Information

- 1.1** The Lewes District Council grounds maintenance contract with The Landscape Group ended on 28th February 2014. Negotiations had been taking place to award a new 13 month contract following the postponement of the procurement process for the proposed new ten year contract.
- 1.2** The negotiations were unsuccessful therefore G. Burley and Sons Ltd of Dorking, were subsequently awarded the 13 month contract ending on 31st March 2015; they also undertake grounds maintenance for Lewes District Council's housing department.
- 1.3** The new contract follows a similar specification as the previous contract; however there have been some changes with the aim of reducing the potential cost, for example with grass cutting being based on frequency rather than a specified height of cut. There is also the proposed use of digital record keeping and onsite data collection which will make the reporting of activities and overall record keeping more efficient.
- 1.4** The procurement process for the longer term contract is underway with STC open spaces again being included. In a meeting held on 7th March 2014, LDC officers agreed that quality and performance should be consistent across all Seaford open spaces, both STC and LDC owned.

1.6 Seaford Town Council will specify where there are particular standards that should apply to its open spaces, this should take into account the overall scope adopted by LDC, but the format of the contract will allow for inclusion of certain elements that may be more specific to the individual towns or open spaces in question. The Projects & Facilities Manager and the Town Clerk are therefore in the process of doing a full review and cost analysis of the current contract to inform the contract going forward.

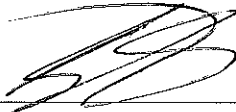
2. Financial Appraisal

The cost of the grounds maintenance contract running until 31st March 2015, totals £162,288.48 representing a saving of £10,323.52 on the budgeted annual total; more detailed inspection is required to ensure that all of the required works are included and that these continue to reflect the required standards.

3. Contact Officer

The Contact Officer for this report is Ben King, Projects & Facilities Manager..

Projects & Facilities Manager



Town Clerk





Seaford Town Council

Report 174/13

Agenda Item No:	8
Committee:	Community Services
Date:	20 March 2014
Title:	The Salts Recreation Ground – Development Plan
By:	Ben King – Projects & Facilities Manager
Purpose of Report:	To update members on the Development Plan for The Salts Recreation Ground.

Recommendations

You are recommended:

- 1. To approve that the progress made on The Salts Recreation Ground Development Plan, be noted.**
-

1. Information

- 1.1** The working draft of the 'Development Plan' for The Salts is near completion; due to the amount of information contained within the document this will now be refocused to produce an overview that details the project origin, the needs and the key project goals, followed by an action plan. A full colour version of the working draft development plan is available for Councillors to view in the Town Council meeting room.
- 1.2** The document sets out all of the demands that The Salts has to meet as an outdoor recreation space, the current condition and performance of all of the existing elements, the most notable needs and the most accurate assessment and shortlist of possible options that should be taken into consideration when implementing large project spends.
- 1.3** The importance of the document reflects the potential scale of cost associated with the renewal of the children's play space, with a possible £150,000 or as much as £200,000, being needed for a new play space, it is important that all other priorities can be assessed in unison when budgeting for projects and when seeking funding.
- 1.4** A breakdown of project cost estimates has also been completed and will be used as a point of reference when considering project development and further consultation on the project units; where outside funding is identified these costs are also required to establish the suitability of one or all of the project units in meeting certain funding criteria.

- 1.5 At each stage of development and in consultation the information can now also be used to demonstrate how Seaford Town Council intends to implement capital improvements at The Salts, it will show that all areas are being taken into consideration and that each has been given a place in the future vision for the recreation space. This will also support any other proposals that may challenge the user value for the existing sports and recreational activities available at The Salts.
- 1.6 Further benefits may include, the development of a more active community interest in the recreation ground, from residents as well as community and voluntary groups; partnership working in the development of further consultation and innovation; and a more diverse approach to the maintenance of The Salts, aiming for the development of annual revenue budgets that will support investment as well as achieving a more even distribution of revenue costs across all facilities within the space.
- 1.7 Consultation on children's play space will now take place, working on designed proposals from play manufacturers. This will identify product types and design preferences for the play space and will identify the chosen contractor. Then the final request can be made to Lewes District Council for S106 funding as well as other outside funding providers.

2. Financial Appraisal

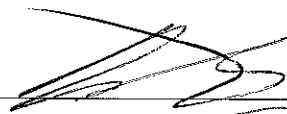
- 2.1 There are no direct financial implications to this report.
- 2.2 The current project budget taking into consideration 'allocated' S106 and allocations within Seaford Town Council projects pool totals approximately £66,500. Further significant S106 funding has been identified; this will be applied for when the overview is completed, along with the refinement and collection of cost quotations for individual project units.

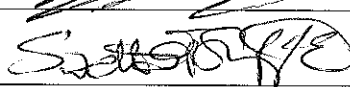
3. Contact Officer

The Contact Officer for this report is Ben King, Projects & Facilities Manager.

Projects & Facilities Manager

Town Clerk







Seaford Town Council

Report 177/13

Agenda Item No:	9
Committee:	Community Services
Date:	20 March 2014
Title:	Seaford Cricket Club – The Salts artificial wicket
By:	Ben King – Projects & Facilities Manager
Purpose of Report:	To advise members of the award of outside funding to Seaford Cricket Club, the request for refurbishment of an artificial wicket and licensing to the club.

Recommendations

You are recommended:

- 1. To approve that Seaford Town Council's artificial wicket at The Salts, be transferred to Seaford Cricket Club's ownership.**
 - 2. To approve that the Projects & Facilities Manager approve suitable agreement terms with Seaford Cricket Club in consultation with the Chairman and Vice Chairman of this Committee.**
 - 3. To approve a contribution of up to £1,500 towards the project from underspend within The Salts Recreation Ground, grounds maintenance non-contract for the 2013/14 financial year, subject to end of year accounts.**
-

1. Information

- 1.1** Seaford Cricket Club (SCC) recently applied for outside funding to refurbish one of the artificial wickets at The Salts Recreation Ground. The wicket is owned by Seaford Town Council and regularly requires temporary or patch repairs which until now the club has undertaken as and when required. The club proceeded ahead of any formal Committee approval in order to meet the application deadline; the funding is being provided by The Lord's Taverner's English Cricket Board (ECB).
- 1.2** The wicket is now reaching the point where a more substantial refurbishment will be needed with temporary repairs being uneconomical. The Projects & Facilities Manager has been inspecting the condition at intervals and prices have been obtained for the refurbishment of the wicket in order to consider a future capital project, the work has therefore been identified in The Salts Recreation Ground development plan as one of the objectives for the sport of cricket.
- 1.3** SCC currently own the second artificial wicket located towards the North East corner of the field as well as the practice wickets and nets, so there is already a

similar responsibility for maintenance in other areas. The ownership and therefore responsibility for maintenance may be transferred to SCC by way of a licence or similar agreement, there is no formal agreement in place with SCC for their own wicket, so the STC wicket can be gifted to the club and both wickets can then be included in a licence or similar formal agreement.

2. Financial Appraisal

- 2.1 The cost of replacement of the cricket surface and the restoration of stump boxes totals £5,319 + VAT. The ECB funding totals £3,408; and as the wicket is owned by Seaford Town Council, a contribution of up to £1,500 has been requested from Seaford Town Council; Seaford Cricket Club then propose to cover the shortfall.
- 2.2 The cost of the refurbishment includes replacement of the 'carpet' and associated works; and restoration of the stump boxes. In the absence of the ECB funding or the proposal from SCC, the total cost of the project would potentially need to be met by STC, this could only be met using projects budgets which currently by prioritisation, would not accommodate such a project for quite some time.
- 2.3 Without the investment, repairs will at some stage return to Seaford Town Council, and the cost of affecting a repair on a playing surface of this nature is not clear, however an ongoing commitment to small repairs is not recommended. Also in a situation where the wicket needs to be removed due to poor condition, the cost of removal and restoration of a playable grass surface within the square would exceed the proposed contribution.

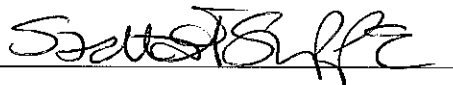
3. Contact Officer

The Contact Officer for this report is Ben King, Projects & Facilities Manager.

Projects & Facilities Manager



Town Clerk





Seaford Town Council

Report 170/13

Agenda Item No:	10
Committee:	Community Services
Date:	20 March 2014
Title:	The Base – Hiring procedures, income and expenditure
By:	Ben King – Projects & Facilities Manager
Purpose of Report:	To advise Members of the review of hiring procedures for The Base and the requested return of income and transfer of keys.

Recommendations

There are no officer recommendations for this report.

1. Information

- 1.1 When reviewing the procedures for hire arrangements of The Base in January this year, the Projects & Facilities Manager found that no income had been recorded since April 2013; it was clear however that the building was still in regular use, generally for rehearsals, but the bookings had not been recorded or income received for many months.
- 1.2 An arrangement had been made with The Base Management Committee (BMC), to assist with the hire of the building, this was agreed so that regular bookings could be managed with greater ease, potentially generating more interest in the facility; in addition because Seaford Town Council is responsible for all expenditure relating to the facility the agreement was that any income from the hire would continue to be received by the Town Council. Anthony White was the designated key holder, due to the fact he was a town Councillor at the time.
- 1.3 The key holder was contacted requesting information on the bookings that had taken place since the last recorded income; the records were unclear as the bookings had also not been entered into the diary. It was requested that any income taken for the hire of The Base was to be submitted to the Town Council and also that the keys should be returned; the return of keys was necessary firstly so that the booking procedures could be formalised, as STC is still responsible for the building and also because the key holding arrangement was in place only for a designated town Councillor and Mr White had resigned his post.

- 1.4 The request for both the return of income and keys has not been forthcoming, despite correspondence to the BMC. Officers were informed that an arrangement had been made with Ian White, who was Leader of the Town Council at the time. This arrangement was made verbally outside of the knowledge of officers, and no formal request has been made for consideration by this Committee. The details of the discussion cannot be recounted however the interpretation of the agreement is that the BMC would retain the income gained from bookings facilitated by them for the building, with that income being used towards future activities conducted by the BMC. Arrangements of this nature cannot be made by without this Committee's approval.
- 1.5 The BMC have been aware since they reformed in 2011, that no income could be retained by them until a formal proposal had been presented for consideration by this Committee and approved. Between 2011 and 2013 officers gave regular advice that a formal proposal was to be made before any commitment could be given on the receipt of income for The Base, or support for any proposed building alterations.
- 1.6 Further advice was also provided by the Projects & Facilities Manager in June 2013; this set out the requirements in their making a formal proposal, as well as detailed guidance on Seaford Town Council's tendering process for capital works; this was to enable the BMC to produce a planned and consistent case for improvements to the building, along with a formal proposal for a longer term agreement with this Council, including arrangements for income.
- 1.7 Further efforts have been made for transfer of keys to the existing town Councillor on the BMC, Councillor Paul Franklin; however the BMC again, has not complied. Since the requests in January this year, bookings are still not being reported to the Town Council or income submitted but the building appears to be used.
- 1.8 Members are requested; first to confirm the Town Council's position on the requirement for immediate return of income and reconfirm that no income for the hire of The Base can be retained by the BMC until a formal proposal is submitted for operation of the facility; and to consider the possible options for ensuring the return of income, owed to Seaford Town Council.

2. Financial Appraisal

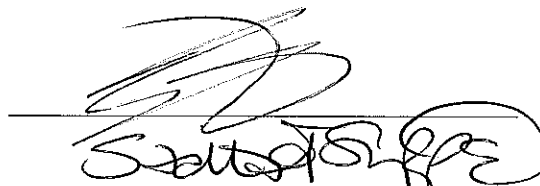
- 2.1 The financial implications in loss of income are currently unknown, but no income has been received by Seaford Town Council since the end of April 2013.
- 2.2 The annual expenditure in connection with The Base, relates to rates, electricity, building maintenance, building insurance and equipment insurance. This expenditure totals approximately £883.

3. Contact Officer

The Contact Officer for this report is Ben King, Projects & Facilities Manager.

Projects & Facilities Manager

Town Clerk



A handwritten signature in black ink, appearing to read 'Ben King', is written over a horizontal line. Below the line, the name 'Seaford Town Council' is printed in a stylized, cursive font.



Seaford Town Council

Report 175/13

Agenda Item No:	11
Committee:	Community Services
Date:	20 March 2014
Title:	Seafront and Seaford Head Estate – Storm damage and cliff safety
By:	Ben King – Projects & Facilities Manager
Purpose of Report:	To advise members on the resulting damages and safety matters following the winter storms.

Recommendations

There are no officer recommendations for this report.

1. Information

- 1.1 Following the severe storms and high winds experienced in recent months, particularly those of 14 February, work continues to restore access and safety in areas along the seafront and Seaford Head; for Seaford Town Council there are many areas where costs have and will be incurred, however many of these remain unclear at this stage.
- 1.2 Lifesaving equipment will be restored to suitable levels, there is a budget already available for the majority of these works, however some support posts will require replacement. A full review of memorial seats will be required; this process had been conducted on 27 January, however following the storms the inspection will be repeated to take account of resulting damage.
- 1.3 The seafront shelters were left undamaged by the storm, however on the evening of 18 February all but one of the glass panels on the Martello shelter were intentionally smashed by unknown persons, this has been reported as criminal damage. Additional servicing is required to the Beach Huts, the buildings themselves were left undamaged, however water was able to get into the huts and the locks now need a greater level of attention when servicing due to sand and salt water.
- 1.4 Cleaning of the promenade has been undertaken by the Environment Agency with Lewes District Council; the shingle replenishment was managed by Environment Agency and road clearance has been completed by Lewes District Council. On 1 and 2 March Community Payback workers, along with help from Councillors, cleared additional shingle and beach debris from areas around Beach Huts at Martello and Splashpoint. A small amount of work will soon take place to restore shingle parking areas where needed on the seafront at Martello.

- 1.6 Seaford Head has also been subject to some significant cliff falls following 14 February, a large fall was experienced at Splashpoint, this however did not change the landscape significantly at the top of the cliffs or present any increased risk. A large fall has now brought the cliff edge within centimeters of a footpath between Hope Gap and Cuckmere Cottages, this footpath was already at risk after damage experienced around 2009/10, however permanent measures are now required to divert foot traffic.
- 1.7 Hope Gap steps are under a greater threat, after a fall resulting in the loss of approximately four feet of land near the steps. A large section of fence will soon be lost over the cliff edge and a higher risk is present at the top of the staircase platform. A new fence is now required to restore safety and we need to alter the direction of the footpath in this area; surfacing works to the bottom of the steps and repairs to handrails are also needed. New fencing and gateways will also take into account the longer term measures required to adapt to coastal erosion in this area.
- 1.8 Temporary cordons have been installed in high risk areas; then diversions, fencing and signage is being planned to suit required locations in consultation with the relevant authorities. ESCC Rights of Way will be re-surveyed which will also take into account of a far greater period of coastal erosion, and this re-survey will then plot the newly established routes.

2. Financial Appraisal

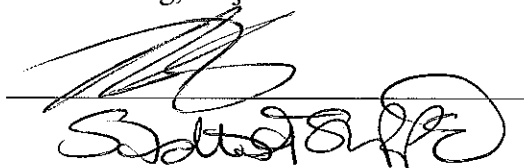
- 2.1 Lifesaving equipment was already budgeted for upgrading and the current requirements are broadly in line with this available budget; some additional costs will be incurred, but these are expected to be within grounds maintenance non contract budget for seafront; repairs to other seafront areas will also be within this budget.
- 2.2 Beach Hut servicing was already planned for this stage in the year, so the cost in additional servicing will be quite small; these costs are covered using Building Maintenance Pool.
- 2.3 For parking areas, Martello project budget will account for some of the required works, however some additional costs may be expected; works will be prioritised by level of risk and where possible any costs not met within project work will be within non contract grounds maintenance budget; then following assessment, further budget requirements may need to be identified.
- 2.4 Works at Hope Gap steps has a budget allocated to it, held by Lewes District Council. Works in other areas of Seaford Head Estate will be covered by Seaford Head Nature Reserve budget and Seaford Head Estate grounds maintenance non contract.

3. Contact Officer

The Contact Officer for this report is Ben King, Projects & Facilities Manager.

Projects & Facilities Manager

Town Clerk



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Seaford Town Council

Report 176/13

Agenda Item No:	12
Committee:	Community Services
Date:	20 March 2014
Title:	Beach Huts – Site License Conditions Amendments
By:	Sam Shippen, Town Clerk
Purpose of Report:	To seek approval of amendments to Beach Huts Site License conditions.

Recommendations

You are recommended:

- 1. To consider the draft amendments for approval, delegating the final approval of amendments to the Town Clerk in consultation with the Council's solicitors.**
-

1. Information

- 1.1** The Town Clerk recently served notice on a beach hut owner for non-payment of fees in line with the existing site license conditions.
- 1.2** Before serving a final removal notice, legal advice was sought from Barwells, the Council's solicitors. It was discovered that the drafted license conditions which have presumably been in place since the beach huts have conflicting provisions where notice of termination is required to be served, making the process longer to carry out.
- 1.3** The Town Clerk has had solicitors draft amended conditions after carrying out a comparison with other nearby councils. A copy of our existing license is attached at Appendix A, with the notes and draft amendments at Appendix B.
- 1.4** This Committee is requested to consider the amendments for approval, leaving the Town Clerk with a delegated authority to progress any amendments with solicitors.
- 1.5** New Site License Conditions will then be sent to Beach Hut owners for signature. It should be noted that these amendments only apply to beach huts owned by others.

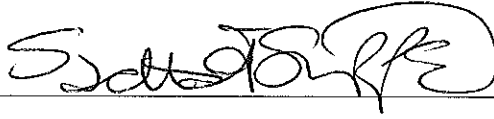
2. Financial Appraisal

The cost of solicitor's advice is £235 per hour which will be met from Administration – Professional Fees budget.

3. Contact Officer

The Contact Officer for this report is Sam Shippen, Town Clerk.

Town Clerk



A handwritten signature in black ink, appearing to read "S. Shippen", is written over a horizontal line.

BEACH HUT SITE LICENCE CONDITIONS

These are the beach hut site licence conditions that apply to the beach hut site licence made between you (the licensee) and us (the Council).

Definitions

"assignment fee"	A fee set out in the fees and charges published by us each year payable by you to us for the registration of a change of ownership of the beach hut. The fees and charges published are inclusive of VAT.
"beach hut"	Beach hut .. being in respect of which we have granted to you the site licence for your use of the beach hut on the site during the licence period.
"current licence fee"	The fee for the beach hut per annum set out in the fees and charges published by us each year. The fees and charges published are inclusive of VAT.
"Town Clerk"	Town Clerk of Council or Officer acting in his absence.
"payment date"	1st April in each year.
"licence period"	From year to year commencing on and including the date of the site licence until the date on which the site licence is terminated in accordance with these conditions.
"notice"	28 days notice from you in writing addressed to the Town Clerk Seaford Town Council, 37 Church Street, Seaford, East Sussex BN25 1HG or 3 months notice from us to you in writing addressed to you at your last known address.
"repair notice"	Notice describing the serious disrepair of the beach hut and specifying the date by which you must rectify the serious disrepair which date shall not be less than 28 days from service of the notice on you.
"site"	The site on which the beach hut stands.
"site licence"	The site licence granted by us to you for the use of the site.
"termination charge"	A charge determined by the Town Clerk acting reasonably to cover losses and costs to us as a direct result of the termination which losses and costs we have not been able to reduce by the grant of another site licence.

"variation notice"	Notice given by us to you by 28 February in any year to vary the current licence fee with effect from a date which shall be not less than 28 days from service of that notice on you.
"VAT"	Value added tax at the current rate from time to time payable by you to us on all of the fees payable pursuant to these conditions which are all subject to VAT.

Terms and Conditions of Beach Hut – Site Licence

Payment

1. You will pay to us the current licence fee by the due date in each year until the site licence is terminated in accordance with these conditions.

Non-Payment

2. We may sell all or some of your goods to recover any unpaid current licence fee. We can only do this after giving to you 28 days notice that we intend to do so. If we do sell any of your goods, and the proceeds from the sale are greater than the amount you owe us, we will pay you any excess amount after taking off the cost of selling the goods. Any such sale will only take place on termination of this Site Licence.

Variation of licence fee

3. We may review and if appropriate vary the current licence fee once annually but only if we give notice to you of the variation.
4. If you consider the current licence fee as varied to be excessive you may end the site licence by giving 28 days notice.
5. If you terminate the licence upon our giving to you a notice of the variation you will receive from us a pro rata refund of the current licence fee or the reduced licence fee that you paid to us.

Other Payments

6. You must pay any National Non-Domestic Rates payable in respect of the beach hut or such other payments arising from time to time from current law.

Identification Size and Position of Beach Hut

7. You will put up or paint on the beach hut the number of the beach hut in a style, size and position as directed by the Town Clerk. The Town Clerk will give you reasonable notice of the style required and the work shall be carried out within 28 days of receipt by you of that notice.
8. You will not erect or allow to be erected on the site any beach hut for which there is no planning permission, In addition any beach hut erected must comply with the Council's Beach Hut Supplementary Guidance and be agreed in writing by the Town Clerk. The Town Council reserves the right to alter the position of the plot to which the license applies.

Signs

- 9 You must not put up or allow anyone else to put up any signs notices advertisements or placards on the beach hut or the site with the exception of security signs.

Rights over the site

- 10 You will allow the owners and users of other beach huts and their families and visitors to walk over the site of the beach hut for the purpose of giving to them access to and from any other beach huts and other sites.

Repair and Decorative Order and Condition

- 11 You will maintain and repair the beach hut and keep the beach hut in good repair and condition in accordance with the Council's Beach Hut Supplementary Guidance as amended from time to time.
- 12 You will keep the site clean and tidy to the satisfaction of the Town Clerk acting reasonably.

Right of Entry to view condition

- 13 Upon any reasonable request by us you will allow us to enter the beach hut and the site to carry out an inspection for the purpose of establishing whether or not the terms of the site licence are being complied with.
- 14 If in the opinion of the Town Clerk acting reasonably the condition of beach hut is in a serious state of disrepair we may give to you a repair notice.
- 15 If you do not comply with the reasonable requirements of the repair notice we may terminate this site licence at any time by giving to you 28 days notice.

Use

- 16 You must not use the beach hut other than as a beach hut.
- 17 You must not display for sale or sell anything from the beach hut or the site or allow your family or your visitors to display for sale or sell anything from the beach hut or the site.
- 18 You must not carry out any trade or business from the beach hut or the site or allow your family or your visitors to carry out any trade or business from the beach hut or the site.
- 19 Neither you nor your family or your visitors may sleep or allow anyone to sleep in the beach hut between 23:00 hours and 6:00 hours
- 20 You will ensure that the beach hut is locked at all times when it is not in use.

Nuisance

- 21 Neither you nor your family or your visitors must cause or allow anything to be done in or on the beach hut or on the site that is in the opinion of the Town Clerk acting reasonably a nuisance or annoyance to the owners or users of any other beach hut in the vicinity of the site.

Insurance and Indemnity

- 22 We will not insure the beach hut as it is your property. You will be responsible for it and you should make sure that you are adequately insured against any damage or loss which may occur to it and you must also indemnify us against any lawful or justified claims made against us by third parties because of the condition of the beach hut or its use or contents.

Risk

- 23 You will be liable for any loss or damage to Seaford Town Council's property where this loss or damage has been caused by your intentional, reckless or grossly negligent act or this type of act by your family or friends or visitors to the beach hut or to the site.
- 24 In the absence of any negligence or other breach of duty by us the use by you of the beach hut and the site is entirely at your own risk.

Assignment

- 25 Permission must be sought in writing from us prior to the sale. You must pay your site licence fee as a minimum up to and including the point of sale to a third party.
- 26 If you sell the beach hut and the beach hut is to remain on the site you must pay the assignment fee and give to the Town Clerk the name and address of the person to whom the beach hut is sold. This information must be communicated to the Town Clerk within 28 days of the sale.
- 27 The benefit of this site licence may be assigned by you upon any change of ownership of the beach hut but only if you first pay the assignment fee and if the person to whom you wish to assign the site licence accepts the assignment on these conditions and completes the form attached at Appendix 1.
- 28 If you require any current licence fee or reduced licence fee that you have paid to be apportioned from the date of the assignment to the 1st April you must make this arrangement with the person to whom you sell the beach hut and assign the site licence as we will not make a pro rata repayment to you.
- 29 The person to whom the beach hut is sold and the site licence assigned will be issued with a site licence in their own name as soon as is reasonably practicable following the assignment provided that the assignment fee has been paid.

Change of address or ownership

- 30 If you change your address you must give your new address to the Town Clerk in writing within 28 days from the date when you changed your address.

Termination

- 31 Either of us has the right to terminate the site licence in writing. This is either by you giving Seaford Town Council 28 days written notice. The Council has the right to terminate your site licence by giving you 3 months written notice, unless we decide to terminate your site licence because of your failure to comply with the Beach Hut Licence Conditions.
- 32 If we terminate the site licence because of a breach by you or your family or visitors of any one of these conditions we will not make a pro rata refund of the current licence fee that you paid.
- 33 If the site licence is terminated you must remove the beach hut from the site on or before the expiry of the termination notice unless we grant another site licence for the beach hut on the site.
- 34 If after 14 days following notice of your removal of your Beach Hut by the Council you fail to pay any sum in any way due to the Council, or, having paid such sum fail to collect the hut from the Council, the hut will become forfeit to Seaford Town Council; the Council may sell the hut in such a manner as it thinks fit. We will deduct any sum, which may be due from you including the costs of removal and sale, and shall then forward the balance to you.

- 35 If the beach hut is removed from the site you must leave the site in a clean and tidy condition.

Our responsibilities

- 36 We will provide waste litter bins on the site and these will be emptied at regular intervals.
- 37 Once a year we will clear any shingle from the site if in the opinion of the Town Clerk acting reasonably this is necessary.

Notes for consideration.

RE: Seaford Beach Hut License.

Termination

There seems to be a distinction in other beach hut licenses (Brighton Council/Worthing Council/Hastings Council) between the actions taken when the license is terminated and when there are monies owed.

If the license is terminated it seems the onus is on the licensee to remove the hut within an agreed timeframe (14/21 days in the aforementioned agreements.) Failure to do so surrenders the hut to the council to dispose of as they see fit.

When there are monies owed other councils will restrict access to the hut (changing of the locks) and seize goods within with a view to selling said goods to recoup costs. Any balance is to be forwarded to the licensee.

Alternatively in these circumstances Hastings Council would pursue court proceedings.

Further Consideration

Both Brighton and Worthing Council include an "Act of God" clause, whereby the licensee remains liable for fees on the hut in the event of unforeseeable circumstances ie: natural disaster/war/terrorism.

It may be worthwhile considering a clause for the Seaford license.

Seaford Town Council Beach Hut Site Licence Conditions – Amendments

DRAFT

Clause 1 Payment

The licensee will pay to the Seaford Town Council the Current Licence Fee by the Payment Date in each year until this site licence is terminated in accordance with these conditions.

Clause 2 Non-payment

2.1 Seaford Town Council has a right to sell all or some of the licensee's goods within the hut in order to recover any unpaid licence fees or any money due to Seaford Town Council, provided that:

- (a) The site licence was terminated by either party; and
- (b) Seaford Town Council gives the licensee 28 days notice of their intention to do so.

2.2 The right in clause 2.1 above would not apply if the licensee pays all monies due to Seaford Town Council within that 28 days period.

Clause 3 Variation of licence fee

Seaford Town Council may review and if considers so appropriate vary the Current Licence Fee on annual basis. Seaford Town Council will give a reasonable notice of such variation to the licensee.

Clause 5

If the licensee terminates this licence upon receiving the variation of licence fee notice, Seaford Town Council will pay to the licensee any advance Current Licence Fee payment received by the licensee before such termination.

Clause 24 Risk

Seaford Town Council will not be liable for any injury, loss or damage the licensee suffers as a result of Seaford Town Council actions, unless such actions amount to negligence or breach of fiduciary duties and/or those imposed on Seaford Town Council under this licence.

Clause 31 Termination

31.1 Both parties have a right to terminate this site licence, provided that required notice is give.

31.2 The licensee must give 28 days notice in order to terminate.

31.3 Seaford Town Council must give 3 months notice to terminate, unless the reason for the termination is licensee's breach of any of the terms and conditions under this licence.

Clause 34

34.1 If the licensee fails to remove the beach hut from the Site in accordance with clause 33 or after further 14 days notice to remove the hut and/or fails to pay all monies due to Seaford Town Council, the hut will automatically forfeit and Seaford Town Council may sell the hut in such manner as it thinks fit in order to recover all monies due to them including all costs of removal and sale of the hut, and shall then forward any balance to the licensee.

Beach Hut site licence:

Clause 2 Non-payment

Council will have a right to sale the licensee's goods in order to pay for any unpaid licence fees, Council will however, give the licensee 28 days notice that they are planning to dos so.

Termination

Clause 31 – Council may terminate the licence anytime as the licensee is in breach of the terms and conditions of this licence – they have not paid licence fees when they fell due.

Clause 34 – This clause is unclear but it may mean that: once the site licence is terminated, licensee has 14 days to remove the beach hut, if the licensee fails to pay owed licence fees, the hut will become forfeited to Seaford Council; and Council will have a right to sell hut in order to recover owed licence fees and any costs of removal and sale of the hut.

This clause is very confusing, as it is not clear when exactly can Council sell the hut. It seems that they can only do it if the hut is still on the site after the termination of the site licence, however, this is not clear.

I have checked Hastings beach hut site licence terms and conditions. It seems that they can only sell the hut if the licensee fails to remove it from the site following the termination of the licence. If the licensee owes any licence fees, the Council can only start court proceedings to recover the money owed to them. I have attached the Hasting's licence for your information (see clauses 7, 8 and 9).



Seaford Town Council

Report 172/13

Agenda Item No:	13
Committee:	Community Services
Date:	20 March 2014
Title:	Seaford Tree Wardens – Licensing and planting scheme amendments
By:	Ben King – Projects & Facilities Manager
Purpose of Report:	To seek retrospective approval for the planting of street trees and for the transfer of the licenses into Seaford Town Councils name.

Recommendations

You are recommended:

- 1. To grant retrospective approval for licensed street trees, as detailed in Appendix A.**
 - 2. To approve that all licenses for approved planting schemes be transferred into Seaford Town Council's name.**
 - 3. To endorse officers' actions in approving final amendments to the species and quantities being planted during the approaching street tree planting; detailed in Appendix B. and as approved by East Sussex County Council.**
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1. Information

- 1.1** On 21 March 2013 it was reported to this Committee that a number of street trees had been planted by Seaford Tree Wardens without the Seaford Town Council approval process being completed. Although a number of trees had been approved by the Planning and Highways Committee in 2008, during the process of planting the schemes some adjustments were made to the total quantities, with a number of additional trees planted following final site visits.
- 1.2** In 2010 and 2011, street tree planting took place in five additional roads; these schemes were submitted in outline through a budgeting report to this Committee, however final quantities or species were not approved; this was an oversight related to the method in which Seaford Tree Wardens were reporting to the Community Services Committee.
- 1.3** In addition it was found that licenses had been issued to one of the Seaford Tree Wardens rather than Seaford Town Council. Licenses of this nature should only be issued to a responsible authority; it is therefore recommended that licenses already

issued for street tree planting be transferred into Seaford Town Council's name as well as subsequent approved trees being licensed to Seaford Town Council.

- 1.4 East Sussex County Council has now agreed that all approved street trees will be planted under a five year 'licence to cultivate'; this licence specifies the adoption of trees as a donation to ESCC following the five year maintenance period. With this in mind many of the trees already planted have reached the age at which they have been adopted by ESCC.
- 1.5 The 'Street Tree Schedule' attached at Appendix A. shows all of the street trees planted by Seaford Tree Wardens and their locations, those that have Community Services Committee approval and those that do not; also trees that have been adopted by ESCC; and where licensed, the date that they will be adopted. The current total tree stock is also shown at the bottom of the table.
- 1.6 In total 112 trees have been adopted by ESCC; 40 will be transferred and licensed to STC until the dates shown in the table; and 39 new trees will be licensed at the end of March, resulting in a total street tree stock of 79. The previous street tree stock between 2008 and 2013 was 152. When planted, street trees will be added to the schedule with the relevant planting, license and adoption dates being entered.
- 1.7 The planting scheme being completed this month has been amended and has significantly reduced in size, generally due to the presence of services. The total number planted will only be 39 instead of 77 approved by this Committee; there is an adverse amendment in the species being planted in Southway; and the total quantity being planted in Chyngton Way has increased with disease resistant Elms also being proposed there.
- 1.8 The original schedule approved by this Committee in at its meeting of 25 July 2013, is shown in Appendix B. along with the revised schedule; the Projects & Facilities Manager has sought endorsement from this Committee, in approving these amendments ahead of the Community Services Committee meeting, in order to meet deadlines for tree orders, the amendments have also followed ESCC approval.
- 1.9 In addition a great deal of work has now been done to improve procedure, safety and efficiency in the process for managing tree planting schemes. Training for working next to highways has been completed by one designated tree warden with another awaiting their placement; risk management procedures are also now in place.

2. Financial Appraisal

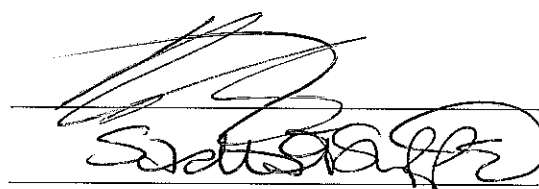
There are no financial implications to this report.

3. Contact Officer

The Contact Officer for this report is Ben King, Projects & Facilities Manager.

Projects & Facilities Manager

Town Clerk



A handwritten signature in black ink, appearing to read 'Ben King', is written over a horizontal line. Below this line, another horizontal line is present, with a second handwritten signature or scribble written between the two lines.

Sleaford Town Council - Schedule of Street Trees										Rev. Date March 2014			
Road	Location Details	Qty Planted	(See Schedule Rev. Date)	Licensed to STC	Tree Details	File	Date of Invoice	Plan Received	Licence Date	Date for ESCC adoption	Accurate Quantity in Plan	STC Community Services Approval?	NOTES
Buckle Bypass	Northern Side (Kingsway)	32			Whitebeams	Buckle Bypass	See Note 1	Y	17/11/2008 L1	17/11/2013	N	Y	Maximum of 49 jointly with row below
Buckle Bypass	Southern Side (Hawth Way)	37			Whitebeams	Buckle Bypass	See Note 2	Y	04/04/2008	04/04/2013	N	Y	Maximum of 49 jointly with row above
Claremont Road	Northern Side (adjacent to Hawth Way)	3			Helm Oak	A259	28/11/2008	Y	17/11/2008 L1	17/11/2013	N	N	
Claremont Road	Southern Side (adjacent to shops)	4			3 holm oak and 1 whitebeam	A259	28/11/2011	Y	17/11/2008	17/11/2013	N		
Claremont Road	Junction with Salisbury Road (A259)	1			Cordylone	A259	Y	Y	17/11/2008 L1	17/11/2013	N	Y=1	
Eastbourne Road	Northern side and Junction with Stirling Avenue	10			Rowans	A259	28/11/2008	Y	17/11/2008 L1	17/11/2013	N	Y	
Eastbourne Road	Southern side and Junction with Sycamore Close	8			Whitebeams	A259	28/11/2008			Nov-13		Y	
Edinburgh Road	Two pilot severely exposed sites	2			Helm Oaks		28/11/2011		To be removed	To be removed		N	
Kingston Avenue	Grassed area Junction Avenue Way	15			2 x Rowan / 1 x Holly / 2 x Hawthorn / 1 x Crab / 1 x Ash / 8 Whitebeam		28/11/2008	Y	17/11/2008 L2	17/11/2013	N	Y	
Lindfield Avenue	2	4			Cherry		22/03/2010			22/03/2015		N	
Saltwood Road	9, 11, 17, 19, 21, 24, 26, 29, 33x2, 34, 36, 39, 40, 44	15			Rowan, Pyrus, May, Whitebeam	Saltwood Road	28/11/2011		Nov-11	Nov-16		N	
Chryston Avenue	1, 3, 8, 11, 15, 16, 22, 28, 36, 38, 39, 40, 42, 44	14			Rowan, Pyrus, May, Whitebeam	Chryston Road	28/11/2011		Nov-11	Nov-16		N	
The Stepway	5	1			Rowan, Pyrus, May, Whitebeam	The Stepway	28/11/2011		Nov-11	Nov-16		N	
Downsview Road	7, 9, 11, 13, 31, adjacent to 10, Southdown Rd	6			Swedish Whitebeam Trees	Downsview Road	28/11/2011	Y	24/10/2011	24/10/2016	Y	N	
	Total trees	152		40									

Appendix B.

SUMMARY OF TREES PLANNED FOR PLANTING -September 2013							
Species	Common name	Beacon Drive	Chyngton North	Chyngton Rd / Fairways	Chyngton Way	South Way	Totals
Acer campestre	Field maple			1		3	4
Betula pendula	Silver birch	5	1			3	9
Cretaeagus :	Hawthawn						0
-Plena(White							0
- monogyna			7	1			8
-Pauls scarlet			3				3
- Rosea Flore Pleno			1				1
Prunus	Cherry						0
Pandora(pink)		10	2	5			17
Pyrus Calleryana		3	6	2			11
Chanticleer	Pear						
Sorbus aria lutescens	Whitebeam	8	4			2	3
	Swedish			5			5
Sorbus intermedia	Whitebeam						
Sorbus acuparia	Rowan					2	
Totals		26	24	14	4	9	77

SUMMARY OF TREES PLANNED FOR PLANTING - As amended March 2014							
Species	Common name	Beacon Drive	Chyngton North	Chyngton Rd / Fairways	Chyngton Way	South Way	Totals
Acer campestre	Field maple					3	3
Ulmus 'Lobel@	Elm					3	3
Cretaeagus :	Hawthawn					1	1
-Plena(White							0
- monogyna			7				7
-Pauls scarlet			3				3
- Rosea Flore Pleno							0
Prunus	Cherry						0
Pandora(pink)				2			2
Pyrus Calleryana			6				6
Chanticleer	Pear						
Sorbus aria lutescens	Whitebeam		3	2		3	3
	Swedish					2	2
Sorbus intermedia	Whitebeam						
Sorbus acuparia	Rowan					1	1
Totals		0	19	4	8	8	39