



Seaford Town Council

Report 101/14

Agenda Item No: 15
Committee: Council
Date: 21 August 2014
Title: Seaford Allotment and Leisure Garden Society
By: Ben King – Projects & Facilities Manager
Purpose of Report: To seek approval for the new Self-Management Agreement with Seaford Allotment and Leisure Garden Society.

Recommendations

You are recommended:

1. To agree a new agreement with Seaford Allotment and Leisure Gardens Society in accordance with proposals contained in paragraph 2.0 of the report attached at Appendix A, and to request the Officers to complete this as expeditiously as possible.
 2. To request that concurrent with the new Agreement being signed, a letter emphasising the importance of future collaborative and co-operative working be sent to the Society's Chairman.
 3. To instruct the Officers to work with the Society in seeking to obtain significant funds to undertake long term improvement works referred to in the report.
 4. To delegate authority to the Interim Town Clerk to apply the Council seal to the final signed copy of the agreement.
 5. That officers note the annual increment rent rise in the Council's Annual Planner.
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1. Information

- 1.1 In July this year, Chris Rolley Associates were instructed to meet with Seaford Allotment and Leisure Garden Society (SALGS) in order to meet a prompt conclusion in relation to the new self-management agreement. Following a meeting with the newly appointed SALGS Committee in April, a number of open matters remained.
- 1.2 Chris Rolley set out to conclude these matters and agree the final terms; following a group meeting on site, discussions with SALGS members and Town Council officers, Chris Rolley has now submitted his report and recommendations.
- 1.3 Chris Rolley's report is attached at Appendix A, and a copy of the original agreement dated 2005 is attached at Appendix B. The report details the proposed

alterations to the original agreement and is concluded with Chris' recommendations to this Council; the recommendations are reflected in the officer's recommendations above.

- 1.4 Although this matter would usually be considered by the Community Services Committee, due to the considerable length of time already elapsed the approval has been requested from Council to avoid further delay and expedite the signing of the agreement. Subject to this Council's approval the approved draft will be signed at the earliest stage at which all relevant parties can be present.


2. Financial Appraisal

- 2.1 After negotiations commenced early in 2014, with SALGS subsequently taking full responsibility for grass cutting on the site, a saving has been experienced by this Council in the grounds maintenance contract.
- 2.2 Capital projects referred to in Chris Rolley's report will be eligible for outside grants; the self-management agreement affords the society the option to apply to this Council for a capital budget for proposed improvements, however with collaborative working, outside funding will be the primary focus.

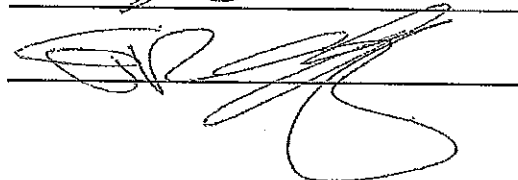
3. Contact Officer

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

Projects & Facilities Manager



Interim Town Clerk



Chris Rolley Associates

Sutton Drove Allotments – Management Agreement

1.0 Introduction

- 1.1 Chris Rolley Associates were instructed by the Interim Town Clerk to meet with representatives of Seaford Allotment and Leisure Gardens Society to negotiate a new agreement, it having been noted during recent preparation of the Council's Property Terrier that the previous agreement had expired on 31 March 2010. Despite periodic activity and discussions in the interim period in relation to a new agreement no substantive progress had been made, eliciting adverse comment from the Society, not least in their 2014 Annual Report.
- 1.2 Following useful debriefing meetings with the Interim Clerk and the Council's Facilities Manager, Mr King, a meeting was held on site with the Chairman and Secretary of the Society, Mr Collicot and Mrs French, on 1 August 2014. Recommendations from that meeting were then considered by the Society's Executive Committee on 7 August 2014 and fully supported. The recommendations that follow therefore are acceptable to the Society and, importantly, are also in the best interests of the Council. Best practice generally recognises more can be achieved in partnership working with other like-minded agencies than attempting to go it alone. The fact that the Society is clearly a successful one, and wishes to play its part in driving standards and making improvements on the site should not be under-estimated.
- 1.3 It needs emphasising at the outset that there is nothing significantly wrong with the last agreement (expired 31.3.2010) but that notwithstanding it would be sensible to make some small amendments to mutual benefit. The following paragraph outlines what is being proposed and this needs to be read in conjunction with the last agreement for full understanding. A copy of this is attached as Appendix A.

2.0 Changes Recommended

- 1 Term: Proposed this be for 14 years from 1.4.2014. This will provide the Association with enhanced security of tenure and also assist when applying for external grants where tenure of sufficient term is often a prerequisite.
- 2 Annual Payment. In respect of clause 2.1 the commencement rent for the first year will be £854.66, this being the amount already paid for the year. In respect of clause 2.2 the rent payable by the Tenant to the Council from 1st April 2015 and annually thereafter shall vary by any change in the retail price index for the 12-month period to March immediately preceding. This is an amendment beneficial overall to the Association as it means that if new plots are created from the current wilderness areas all rental income generated remains with the Association. Clause 2.3 would be deleted as simplification of the rental calculation means this is no longer required. Clause 2.4 will be amended to state the rent payable by the Tenant to the Council shall be paid within 28 days of receiving a payment demand.
- 3 Rents. Clauses 3.1, 3.2 and 3.3 – no changes are proposed.

- 4 Maintenance. Clause 4.1 needs amending to state "*The Tenant shall be responsible for the maintenance of the Allotment site upon the terms set out in this Agreement and such Allotment Site shall include (without prejudice to the generality of the foregoing) the grass verges and grassed areas the fencing, ditches, paths, roadways and car parks incorporated into the Allotment Site and all such works shall be carried out at least to the minimum standard as agreed by both parties at the commencement of this Agreement and subject also to any work identified under clause 4.2 below.*" Similarly in clause 4.2 the wording will, subject to Council agreement, henceforth read "*An Officer of the Council shall be entitled at any time to enter and inspect the allotment site in order to make any reasonable observations regarding the condition of the site and to inform the Tenant of any areas requiring urgent maintenance or repair. In addition, each year at a time mutually agreed by both parties, but no later than 1st August senior representatives of the Council and the Tenant shall carry out a joint inspection of the site to ascertain that the site is being managed by the Tenant in a manner acceptable to the Council. Also at this time the minimum standard (4.1) could be amended if felt necessary.*" It should be noted that the date chosen here is deliberate to ensure that should any works be identified requiring significant capital investment there is sufficient time before the Council's autumn budget process to obtain quotes and identify priorities. In including this date it is recognised by both parties that for 2014 the timescale cannot be met but must be in all future years. For clauses 4.3 through to 4.12, no changes are proposed.
- 5 Buildings. Clause 5.1 has been the subject of much discussion leading to the following recommended amendment: "*The Tenant shall ensure that no Buildings or other erections (except for tool sheds, cold frames, greenhouses and polytunnels, hereinafter called the "Permitted Structures"), are erected on the Allotment site provided that those Permitted Structures do not exceed, in the case of polytunnels, 3 metres x 2 metres, with no more than 25% of the area of any single plot being covered by such structures, and for all other Permitted Structures measuring for each designated plot in total not more than 2.5 metres x 2 metres and being not more than 2.5m in height.*" No changes are proposed for clauses 5.2 through to 5.4.
- 6 Lettings. No changes are proposed for clauses 6.1 to 6.7 inclusive. But it is proposed to add a new clause 6.8 as follows: "*That all new allotment tenancies from the date of this Agreement will henceforth only be offered to persons with a permanent residence within the civil parish of Seaford.*" It was a surprise to see this was not in the original agreement. This is the one statutory service specific to parish and town councils and clearly where demand exceeds supply the need to support local parishioners is manifest. However it is emphasised this has no bearing on any existing tenants and the Society fully support this addition.
- 7 Notices to Quit. No changes are proposed for any part of this section.
- 8 Membership of Seaford Allotment and Leisure Gardens Society. No changes are proposed here either.
- 9 Accounts and Records. No changes are proposed for clauses 9.1 through 9.4. It is however proposed to add a new clause 9.5 as follows: "*By the 30th June in each year the Tenant shall submit a written annual report to the Council including details of rents levied, occupancy rates, waiting list numbers, and relevant issues, including those requiring resolution.*" It should be noted that this is not an additional piece of bureaucracy though it is important the Council is apprised annually of such matters. A copy of the Association's report to its members at the AGM would suffice here.

- 10 Tenant. No changes are proposed for any part of this section.
- 11 Improvements. No changes are proposed for any part of this section.
- 12 Limitation. No changes are proposed for any part of this section other than to insert the Council's new office address in clause 12.8.

3.0 Other Matters

- 3.1 In the course of negotiation with the Society their Officers did request that a preamble be added to the agreement emphasising the importance of the relationship between the Society and the Council. I have advised them that this would be inappropriate but that a separate letter could be sent from the Council to them confirming the Council's commitment to ensuring that the ongoing relationship between the two parties shall be collaborative and co-operative.
- 3.2 There is also the issue of the waste land on the extremity of the site behind properties in Vale Road. Clearly this area needs tidying and creation of additional plots. This will be a significant task. Concurrent with this improvements are also required to the on-site water supply. The Council's Officers are keen to work with the Society's Grants Officer on an Awards for All application and once this Agreement is complete that should be a priority for both parties. The benefit from the Association's viewpoint is that they would receive all income from the additional plots created and there would be less weed spread from this overgrown area onto surrounding plots. A further benefit would be less weed encroachment onto rear gardens in Vale Road, which has elicited a number of complaints from residents. This would be a significant benefit for the Council also as many of these complaints have been reported both to Officers and Members. In the very short term some spraying on the actual boundary may reap some benefits and an early meeting between Officers of the Council and Society to resolve this is considered essential.

4.0 Recommendations

- 1 To agree a new agreement with Seaford Allotment and Leisure Gardens Society in accordance with proposals contained in paragraph 2.0 of this report, and to request the Officers to complete this as expeditiously as possible.
- 2 To request that concurrent with the new Agreement being signed a letter emphasising the importance of future collaborative and co-operative working be sent to the Society's Chairman, and
- 3 To instruct the Officers to work with the Society in seeking to obtain significant funds to undertake long term improvement works clearing and making use of the 'wild' and/or wasted sections of the site, including ensuring the aged piped water supply is repaired and replaced where necessary.

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Appendix B.



Seaford Town Council

And

The Seaford Allotment and Leisure Gardens Society

Management Agreement for Sutton
Drove Allotments

Mr L Fisher
Town Clerk
Seaford Town Council
Hurdis House
10 Broad Street
Seaford
East Sussex
BN25 1ND

Dated: 30th March 2005

An Agreement made the 30th day of March 2005 between Seaford Town Council of Hurdis House, 10 Broad Street, Seaford, East Sussex, BN25 1ND (hereinafter called "the Council") of the one part and Mrs Deborah Lade of 25 Sherwood Road, Seaford, BN25 3EH and Mr R Cole of 1 Bromley Road, Seaford, BN25 3ES and Mr P McCausland of 1 Barcombe Close, Seaford, BN25 4DP as the Tenants representatives for and on behalf of the Seaford Allotment and Leisure Gardens Society (hereinafter called "the Tenant") of the other part.

Whereas it has now been agreed between the parties hereto that the Sutton Drove Allotment site Ordnance Survey reference number TV4899NE/TV4999NW owned by the Council (a Statutory Allotment site) and shown on the plan attached, shall be managed by the Tenant as agent for the Council on the terms and conditions below.

Now it is agreed as follows:-

1. Term

- 1.1 This Agreement shall run for a period of five years commencing on 1st April Two Thousand and Five and expire on 31st March Two Thousand and Ten.

2. Annual Payment

The Tenant agrees with the Council as follows:

- 2.1. The commencing rent due to the Council for the first year of this Agreement commencing 1st April 2005 shall be £560.00 and without prejudice to the provisions of clause 2.2 of this Agreement the rent due by the Tenant to the Council shall not be less than £ 560.00 for the remainder of the term of this Agreement.
- 2.2. Subject to the provisions of clause 2.1 the rent payable by the Tenant to the Council from 1st April 2005 and thereafter for each year of this Agreement shall be calculated at a sum equal to 20% of the gross rent payable by the Allotment Holders to the Tenant chargeable upon the basis that the whole of the Allotment Site is occupied to full paying Allotment Holders (and the fact that the Site is not filled to the whole or any part shall be ignored for the purposes of the calculation of rent) and the commencing rent referred to in Clause 2.1 whichever shall be the higher.
- 2.3 Not later than the 28th February in each year of the Agreement the Tenant shall certify to the Council the amount of rent calculated in accordance with Clause 2.2 that is due to the Tenant by the Allotment Site Holders for the ensuing year commencing 1st January.
- 2.4. The rent due to the Council for the year commencing 1st April 2005 shall be paid on or before the execution of this Agreement or the 1st April 2005 whichever date is the later and thereafter the rent due by the Tenant to the Council shall be paid no later than the 1st day of April in each year and time shall be of the essence.

3. Rents

- 3.1 The Tenant is authorised to amend the annual rents and other charges payable by Allotment site holders as it sees fit.
- 3.2 The Tenant shall pay the rent due under the terms of this Agreement to the Council
- 3.3 The Tenant shall be responsible to collect all rents and other payments due to it by the Allotment Holders

4. Maintenance

- 4.1 The Tenant shall be responsible for the maintenance of the Allotment site upon the terms set out in this Agreement and such Allotment Site shall include (without prejudice to the generality of the foregoing) the grass verges and grassed areas the fencing ditches paths roadways and car parks incorporated into the Allotment Site and all such works shall be carried out to the reasonable satisfaction of the Council.
- 4.2 Any officer of the Council shall be entitled at any time to enter and inspect the Allotment site.
- 4.3 The Tenant shall be responsible for ensuring that all Allotment site plots including vacant plots and the Allotment site shall be kept reasonably clean and reasonably free from weeds and otherwise maintained in a proper state of cultivation and fertility and in good condition.
- 4.4 The Tenant shall be responsible for ensuring that no nuisance or annoyance shall be caused or permitted to the tenant of any Allotment site plot and no obstruction or encroachment shall be caused or permitted on any road or pathway on site.
- 4.5 The Tenant will not deposit nor allow other persons to deposit on the Allotment sites any refuse or decaying matter except manure and compost in such quantities as may reasonably be required for use in cultivation.
- 4.6 The Tenant shall be responsible for ensuring control of Bonfires on site in accordance with requirements of the Environmental Protection Act 1990 related to smoke prejudicial to health and nuisance. No materials shall be brought on to site from elsewhere for burning.
- 4.7 No mineral, gravel, sand, earth or clay shall be taken from the Allotment site without the consent of the Council.
- 4.8 No commercial notice or advertisement shall be erected on the Allotment site and the Allotment site shall not be used for the purpose of any trade or business except the distribution of Seeds, Fertilisers, Tools etc., by the

Tenant to its members but such activity would be excluded from the provisions of the Landlord and Tenant Act 1954.

- 4.9 No animals or livestock of any kind shall be kept upon the Allotment site.
- 4.10 The Tenant will maintain water and other mains services where available, to the Allotment site and pay for the water and other services supplied.
- 4.11 In consultation with and to the reasonable satisfaction of the Council's officers the Tenant shall set specifications for structural works and select and employ suitable contractors to carry out the works required
- 4.12 Where damage is caused to the Allotment Site including any boundary walls or fences the Tenant shall forthwith where appropriate make a claim on the Tenant's Insurance Policy to cover the costs of work and whether or not the Insurance Company makes payment to pay for the costs of all repair works and carry out to the satisfaction of the Council all works required to make good any damage caused (howsoever caused) with all due speed.

5. Buildings

- 5.1 The Tenant shall ensure that as from the commencement of the Agreement no Buildings or other erections (except for tool sheds, cold frames and greenhouses [hereinafter called the "Permitted Structures"] measuring not more than 2.5 metres x 2 metres and being not more than 2.5 metres in height) are to be erected on the Allotment site or any part.
- 5.2 If the Tenant shall wish to erect any Building or other structure (other than the Permitted Structures) it shall first apply to the Council for the Council's consent in writing and:-
 - (a) All such works shall be carried out in a good and workmanlike manner
 - (b) All buildings and structures shall be maintained both as to the interior and exterior in a good and tenant like manner to the reasonable satisfaction of the Council
 - (c) All Buildings and structures shall be insured by the Tenant on a comprehensive basis in a sum to be approved by the Council
 - (d) At the option of the Council at the end of this Agreement all buildings and structures shall either be left upon the Allotment Site with no compensation being paid to the Tenant or shall be removed with all damage to the Allotment Site having been made good all such works to be carried out to the reasonable satisfaction of the Council.

(e) All buildings and structures and all such works shall comply in all respects as to the Planning requirements of the Lewes District Council and evidence of the grant of any Planning Approval shall be provided to the Council.

5.3 The Tenant shall ensure that all buildings and structures and other extraneous fixtures and fittings are well maintained and securely installed to ensure that they could not be the cause of damage to persons or property and at the end of the period of this Agreement (howsoever determined) the Tenant shall repaint both the interior and exterior of all buildings and structures owned or part owned by the Council to be left upon the Allotment Site with at least two coats of good quality paint and all such works to be carried out to the reasonable satisfaction of the Council. The Tenant shall accept liability for all claims whatsoever resulting under the Terms of Clause 5.

5.4 The Tenant shall ensure that any structures or compost heaps are placed at a reasonable distance from neighbouring plots, paths, walls and the like requiring access and maintenance.

6. Lettings

6.1 On the Council's behalf the Tenant shall maintain up to date and keep safe the Council's Statutory Allotment sites Register.

6.2 The Tenant shall receive and deal with all applications for Allotment site tenancies and shall offer allotment plots in strict rotation.

6.3 The Tenant shall not underlet assign or part with the possession of the Allotment site or of any part of any allotment provided always that it shall not be a breach of this condition to allow any member of the Tenant to occupy an allotment or part thereof for the purpose of growing vegetables fruit and flowers for consumption or use by himself and his family and have the exclusive occupation of and benefit from any allotment or any part of an allotment.

6.4 The Tenant shall prepare the annual Allotment site Tenancy Agreement with the written approval of the Council. The Tenant shall distribute Allotment site Tenancy Agreements to allotment holders and sign them as agent of the Council.

6.5 The Tenant shall arrange and pay for all work carried out on any allotment plots prior to a new letting.

6.6 The Tenant shall carry out all administrative tasks necessary for the operation of allotment tenancies and shall yield up the Allotment at the determination of this Agreement in such condition as shall be in compliance with the terms of this Agreement

6.7 Ensure that no Allotment Site Holder shall use the premises save as an Allotment and shall gain no security of tenure.

7. Notices to Quit

7.1 The Tenant shall as agent of the Council have authority to prepare and serve Notices to Improve and Notices to Quit in respect of Allotment site tenancies:-

- (i) for failure to pay rent
- (ii) for failure to cultivate an Allotment site
- (iii) in respect of any other failure to comply with an Allotment site tenancy agreement
- (iv) for behaviour unacceptable to other ploholders.

7.2 The costs of the preparation and service of all Notices and the costs of enforcement proceedings of whatever nature in connection with such Notices shall be borne by the Tenant and copies of all such Notices shall be provided to the Council within seven days of issue and the Council shall have the right to require the Tenant to take such action in accordance with the Notices (including the issue of proceedings through the Courts) as the Council shall reasonably require.

8. Membership of Seaford Allotment and Leisure Gardens Society

8.1 All allotment tenants must be members of the Seaford Allotment and Leisure Gardens Society.

9. Accounts and Records

9.1 By the 30th June in each year of the term the Tenant shall submit to the Council independently examined accounts detailing all expenditure on and income from the Allotment site. The first such submission shall be by 30th June Two Thousand and Six and the final by 30th June Two Thousand and Ten.

9.2 The Council's officers shall have the right at all reasonable times to inspect the accounting records of the Tenant in respect of these arrangements and the Tenant shall provide information requested by the Council's officers in relation to these records.

9.3 The Tenant shall allow the Council's officers to inspect all the letting records and the Allotment sites Register at all reasonable times upon request.

9.4 The Tenant shall maintain all records up to date and will hand these over to the Council at the termination of this Agreement.

10 Tenant

10.1 The Tenant shall indemnify the Council against any liabilities arising from any failure on the part of the Tenant (or where appropriate any Allotment Site Holder) to comply with the terms of this Agreement or any part thereof and shall insure and maintain insurance of the Allotment Site and all additions buildings and other structures boundary walls and fences gates and other items upon the Allotment Site (Comprehensive Allotment Site Insurance Policy) and shall provide evidence to the Council of the annual renewal of the Policy.

10.2 The Tenant shall inform the Council of any change of name or address of any named Tenant representative.

10.3 Any and all Agreements that the Tenant may have with any Allotment Holder or other occupier of the Allotment Site or any part shall be subject to the rights of the Council reserved by this Agreement including in particular (but without prejudice to the generality of the foregoing) the rights reserved by Clause 12.7 hereof.

11 Improvements

11.1 No later than the 1st August in each year of the term of this Agreement the Tenant may submit to the Council in writing an application for a financial grant for capital improvements proposed by the Tenant being improvements the Tenant considers should be made to the Allotment Site. Such Applications may be considered by the Council and its Committees as part of its process for preparing the Council's Expenditure Programme for the following municipal year and the Council shall act in its own sole discretion and shall not be bound either to consider or to grant or to amend any such application.

11.2 If at any time during the term of this Agreement the Council shall consider that the Tenant is in breach of its obligations under the terms of this Agreement with regard to the maintenance and repair of the Allotment Site the Council shall have the right to serve Notice upon the Tenant:-

- (a) stating the nature of the alleged complaint or breach
- (b) stating the action required by the Tenant to rectify
- (c) stating the time in which the Tenant shall make full rectification

and if the Tenant shall fail to so act then the Council shall have the right to enter upon the Allotment Site and carry out all necessary rectification / reparatory

works at the entire expense and cost of the Tenant and without prejudice to its rights under Clause 12 of this Agreement.

12 Limitation

- 12.1 The Tenant shall ensure that it does not do anything that would result in the Council being in breach of the Acts of Parliament relating to allotments ("Allotments Acts"), the Environmental Protection Act 1990 in relation to smoke and bonfires, Planning or any other Law in connection with the Allotment Site.
- 12.2 The Tenant shall be responsible for observance of all statutory health and safety regulations and all Planning Regulations
- 12.3 The Council retains the right to direct overall allotment policy subject to the agency powers created by this Agreement
- 12.4 The Council as principal retains the right to take action to ensure that the Council's duties under the Allotments Acts are complied with
- 12.5 If at any time during the term the Council is ordered by a Court or Local Authority Ombudsman to carry out any action in respect of an allotment tenant or an applicant for a tenancy then the Tenant shall without delay carry out such instructions as the Council gives in relation to the matter .
- 12.6 The Council shall have the right to require that all legal proceedings or the defending of any claim in connection with the allotment tenancies shall be conducted by the Council's Solicitor for the time being
- 12.7 This Agreement may be determined
- (a) By either the Council or the Tenant 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 at any time after giving one month's notice of determination
 - (i) if the rent or any part thereof is in arrear for not less than 31 days whether legally demanded or not
 - (ii) if it appears to the Council that the Tenant has not duly observed the agreements on their part herein contained
 - (c) Upon determination of this Agreement (howsoever determined) no further liability shall lie with either the Council or with the Tenant under the terms of this Agreement save in respect of any pre existing breach.

12.8 Any notice required to be given by the Council to the Tenant may be given by sending by registered post or by the recorded delivery service a written notice by the Town Clerk of the Council or some other authorised officer of the Council to any of the Officers of the Tenant referred to in the Heading of this Agreement signing for and on behalf of the Tenant or any Officer replacing the same. Any notice required to be given by the Tenant to the Council shall be sufficiently given if signed by any two of the signatories to this Agreement representing the Tenant and sent by the recorded delivery service to the Town Clerk of the Council at Hurdis House, 20 Broad Street, Seaford, East Sussex, BN25 1ND.

In Witness the Council has caused its Common Seal to be affixed to this Deed and the Tenant have signed this Deed the day and the year first before written

The Common Seal of Seaford
Town Council was hereunto
fixed to this Deed in the presence of:

Councillor: K G Davies
Mayor of Seaford

Leonard Fisher
Town Clerk

Signed by the said
Secretary of the Seaford Allotment and Leisure Gardens Society
in the presence of:

Witness

Address

Occupation

Signed by the said
Treasurer of the Seaford Allotment and Leisure Gardens Society
in the presence of:

Witness

Address

Occupation

Signed by the said
Committee Member of the Seaford Allotment and Leisure Gardens Society
in the presence of:

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Address

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Seaford Town Council

Report 77/14

Agenda Item No: 16
Committee: Council
Date: 21 August 2014
Title: Review of Land Ownership, leases and Licences.
By: James Corrigan
Purpose of Report: To inform the Council of the current state of the Councils record keeping and management of record keeping, Licences and leases. a review of the Council's Standing Orders

Recommendations

You are recommended: as per the attached report to agree to all the recommendations contained therein;

1. That when resources permit the Council should carry out a review of its assets with a view to determining whether any might be appropriate for disposal, having regard to the interests of Lewes District Council in such matters;
2. That in respect of the High and Over concession site negotiations take place direct with existing concessionaires with a view to concluding an agreement for 2014 season only and, due to the timescale involved, this matter be delegated to the Council's officers;
3. That outstanding leases referred to in paragraph 3 of this report should be concluded at the earliest opportunity;
4. That where land is in correctly registered or no registration exists the Council should approach its solicitor with a view to establishing what would be required to complete this exercise and the likely costs involved, and bring a report back to Council on the outcome of such discussions;
5. That the new Management Agreement with Seaford Allotment and Gardeners Society for management of Sutton Drove Allotments be concluded at the earliest opportunity, and
6. That the Council formalises its internal procedures for handling and security of legal documentation, including all property records, in broad accordance with paragraphs 6 and 7 of this report.
7. That a suitable land terrier package is purchased and updated as soon as practical.

1. Information

- 1.1 A clear area of concern raised during recent investigations was the poor management of the Town Councils land assets.
- 1.2 Some areas of concern were clear and have been progressed and in some cases dealt with. These included The Martello Museum (lease now complete awaiting registration of Museum as charity before signing), Hurdis House (solicitor actively chasing for conclusion in next few weeks) and South Hill Farm (terms of new lease now agreed, currently with solicitor for completion), Seaford Allotments (terms now agreed as per report at item 16 on the agenda).
- 1.3 Of equal concern was that the Council did not possess a comprehensive inventory of all of its land ownership, assets, licences and its leases. There were some lists of some items, such as land, but no correlation to leases on that land. This made it impossible to effectively manage the properties.
- 1.4 It was therefore decided that as a matter of urgency a full review should be undertaken. With no available resources within the organisation Chris Rolley Associates were employed to undertake this task.
- 1.5 A copy of the report and inventory of land held, Licences, Leases and miscellaneous land matters is attached at Appendix 2. Also attached is the written report from Chris Rolley Associates, Appendix 1.
- 1.6 It is noted that this raises some significant issues including the loss of rent at South Hill Barn which it is now known is approximately £37,500. The loss of rental from Hurdis House whilst not having a satisfactory resolution is approximately £50,000.
- 1.7 It is noted there are some plots of land the Council maintains for which there are no records of ownership / status of occupation.
- 1.8 Attempts have already been made to secure a concession for High and Over, without success to date.
- 1.9 The Council does not have a suitable software system to record and depict all land ownership as well as items such as benches. A system should be purchased in the near future to assist in the management of all of these facilities.
- 1.10 Systems have been researched by the Facilities Manager, however resource issues meant it was not pursued.

2. Actions

- 2.1 A number of measures have already been put in place prior during and after this report was completed. These include the renegotiating of the South Hill Farm lease which was six years overdue. The commencement of legal action to secure Hurdis House, the completion of the lease for The Martello Museum so far as is possible at present.
- 2.2 Updating annual planner. The Council did not have an annual planner until June this year. This is an essential tool to enable efficient running of a Council and includes within it a schedule that ensures that all leases and licences requiring

review or renewal are acted on. Equally it ensures that all annual rents are collected.

- 2.3 Contact the Council Solicitors to secure copies of any original deeds in their possession that the Council does not have copies of.
- 2.4 Contact Lewes District Council and ask for copies of any documentation they may have that would be of assistance in completing the Councils land ownership records.
- 2.5 Contact Lewes District Council and secure some form of legal status for the parcels of land maintained but without any documentation.
- 2.6 Update Land Registry information in the asset register and undertake a further Land Registry search of all Council land without a LR number.
- 2.7 Subsequently register any parcels that are not registered.
- 2.8 Negotiate new leases at Crouch Bowling Club, The Salts Cricket Pavilion, Seaford Head Air Traffic Control tower, The Old Town Hall and Seaford Allotments.
- 2.9 Review land owned by the Council to see if any plots should be sold off, subject to subsequent Council approval.
- 2.10 Resolve all issues regarding the lease at 37 Church Street.
- 2.11 Prepare a signing in and out sheet for the deeds retained in the safe as well as a procedure for dealing with such documentation.
- 2.12 Purchase a suitable software package to depict all Council owned assets. In the short term produce a plan showing all land ownership and leases.
- 2.13 Pursue the securing of a concession at High and Over site.

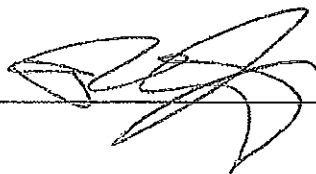
3. Financial Appraisal

There are no financial implications as a result of this report. The reported losses to the Council as a result of a failure to manage its assets are significant.

4. Contact Officer

The Contact Officer for this report is James Corrigan, Interim Town Clerk.

Interim Town Clerk



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Chris Rolley Associates

Report to Seaford Town Council

The Council's Leases and Land Holdings

1.0 Background

- 1.1 We were engaged for five working days week commencing Monday 9 June 2014 for the express purpose of reviewing the Council's legal documentation in respect of land holdings, leases, concessions and management agreements. The end objective being to prepare, so far as possible, from documentation available a property terrier, containing core information about Town Council ownerships, land registrations and any core actions required. A schedule of leases was also required including details of site and lessee, when taken out, annual rent, review dates and key action requirements.
- 1.2 Grateful thanks are recorded to the Council staff for their co-operation during the review, which ultimately overran by two days. Some work had already begun on preparing a record of land but pressures on time resources within the office meant this was incomplete though it proved useful to this review as a means of validating or otherwise specific assumptions in relation to status. Similarly work had commenced also on preparing a schedule of charges (in respect of leases) and it was apparent from that that there was still work to be addressed here.
- 1.3 In undertaking the review it was necessary to scrutinise all the key property documentation, much of which relates to asset transfers from Lewes District Council in the first decade of this century. Prime documents were generally stored in a secure locked safe in the basement whilst some documents were located in working files. There are a number of documents which have not been located anywhere and these are referred to in the schedules. The fact they were not located during this review does not, it must be stressed, mean they do not exist or that they were never received. It means they could not be located at the time of this review. Similarly no guarantees can be given that other land is not owned or leased if no paperwork has been found to such end and if it is not entered on any existing data bases.

2.0 Concession Agreements

- 2.1 The Council has seven active concessions recorded in Excel Sheet 1 and of these six are currently let and all run until 2016. Income being generated is significant and the associated paperwork is of good quality.
- 2.2 One site, the mobile kiosk at High and Over has not to date been let for this season onwards as no offer was received. However the absence of any service from this location means not only that the Council is receiving no income however marginal but, as important, no public facility is available in this relatively remote location to meet the needs of those stopping at or walking/cycling in the area. It would be sensible for the Council to directly negotiate with the other existing concessionaires to establish whether it might be possible for any of them to provide a service, at least for the remainder of the current season, on mutually convenient terms?

3.0 Leases

- 3.1 The situation with regard to the Council's leases was not found to be satisfactory. A list of these is attached in Excel Sheet 2.
- 3.2 In respect of three leases the lessees appear to be continuing in operation without the benefit of a current agreement – Seaford Museum and Heritage Society at the Martello Tower Museum, Crouch Bowling Club at the Pavilion, Crouch Gardens, and St James' Trust at the Old Town Hall though a draft incomplete agreement has been located for the last of these. It is understood the Locum Town Clerk has these matters actively in hand. Of even greater concern is the fact the Agricultural (Tenancy) agreement with Mr Masters at South Hill Farm has been long expired as noted on Excel Sheet 2. Study of the office files suggests that negotiations in 2008 may have broken down and it has subsequently been left in the "too difficult" basket. The implication of this is the possible loss of thousands (maybe tens of thousands) of pounds of income and an annual rent of only £3,750, just £700 more than that initially paid 21 years ago. This despite the fact the District Valuer had, in 2008, calculated a rent significantly in excess at that time. Again the Interim Town Clerk has identified this as an area for addressing and has engaged Cluttons to act for the Council in negotiations. This is another area where audit has clearly been severely lacking in rigour.
- 3.3 Elsewhere the Council has completely missed review dates in respect of a number of leases over a significant period meaning the potential loss to the Council of considerable sums. For example the Cricket Club is still paying the same rent as agreed in 2001, the Council having missed key review dates at 2001 and 2011. Similarly the 2011 review date was missed for Seaford Town Football Club. It is disappointing that these oversights were not picked up at audit.
- 3.4 In respect of the Council's offices at 37 Church Street no final lease documents have been located though there are many drafts, different versions, on file. Here reference is made to the lease for part of the Police Station from Sussex Police Authority to the Town Council and (sub) leases from the Town Council to Lewes District Council in respect of the Tourist Information Centre (ground floor) and to Lewes and Seaford Citizens Advice Bureau. It may be worthwhile to check whether the Council's solicitors are sitting on the signed leases and indeed any of the other documents that are missing. As a consequence as only drafts have been located these entries in the register are recorded with a health warning.
- 3.5 With changes to the grounds contractor from 1.4.2013 it is noted that no income has been received for use of the staffroom and depot at Crouch Gardens Recreation Ground from that date. The sums of money involved at £600 per annum may not be as sizeable as other sums identified elsewhere in this review but matters really do need resolving from at least 2015 when the new contract is due to come into being. At such time it may well be possible to secure a higher rent.

4.0 Land Ownerships

- 4.1 A schedule of ownerships is set out in Excel Sheet 3 attached. This confirms that in ownership terms the Town Council has significantly more assets than most similar

sized Town Councils. A number of these sites are small landholdings of grass requiring little more than cutting and maintenance and periodic inspection. But some sites, the Salts Recreation Ground, Crouch Recreation Ground, the Seaford Head Estate, the extensive seafront areas and a number of buildings are complicated and have major resource implications.

- 4.2 The transfer of assets from Lewes District Council to the Town Council took place in three sizeable tranches. 2001 saw transfer of small open space sites, 2003 the transfer of land on the foreshore and seafront and 2005 the major holdings of Seaford Head Estate (including Golf Course), the Martello Tower, Crouch Gardens Recreation Ground and The Salts Recreation Ground. For the majority of sites the Council's records contain information to be expected, including conveyancing documents/deeds, related correspondence and land registry certificate, all validated on the schedule, as appropriate, but there were a number of sites where no documentation was located in either the secure safe or in the office files. Some sites do not appear to have had their land registry certification transferred from the District Council following transfer of asset but it may be the documentation is elsewhere, including possibly with the Council's solicitor, but again this is fully flagged up.
- 4.3 Some sites that have no paperwork but are being maintained at the expense of the Town Council were transferred in respect of maintenance responsibility only. These sites include Chyngton Way Road Island, Firls Close, Road Island, Pelham Road Flower Bed, Dane Road Flower Bed and Gildredge Road.
- 4.4 In respect of seafront sites the various landholdings transferred are set out in the first schedule of the 2003 transfer agreement. Along with the other two transfer agreements (previously referred to in paragraph 4.2) all relevant paperwork is to be found in a blue lever arch file with various other files attached and securely stored in the safe. Not all sites referred to can be specifically identified back to files located. However many files exist and these are clearly recorded in the register prepared. In addition there are background conveyance documents and correspondence related to land off Martello Fields, the Southern Water area and seafront generally which are separately filed away and clearly labelled. It needs noting that much if not all of the land between the sea wall and high water mark is unregistered.
- 4.5 In undertaking the review it was apparent some sites may offer no real benefit to the Council or Seaford and that a review of owned assets may be a prudent action where resources permit. The site at the rear of 29 Broad Street (Boots) is an example here. However the Council needs to be mindful that Lewes District Council has a registered interest on the assets transferred over and, should the Council wish to dispose their prior approval would be required and, if agreed, may well elicit a requirement for some element of any sale price to be paid over.
- 4.6 The register prepared does not include an inventory of street furniture such as bus shelters (though where there is a known licence reference is made in Sheet 4), seafront shelters (other than in concession lettings Sheet 1), public seating, notice boards and the like. There are however records already existing for these and this review could not have added further to that element unless it had comprised a

detailed on-site inventory check which was not possible within the time and budget constraint.

- 4.7 Hurdis House was purchased direct by the Town Council and was not subject to the Asset Transfer Agreement from Lewes District Council. The only files located contained correspondence and details of two leases, one disputed and one now terminated and paid up, none of them master copies. The disputed lease is not included on the Excel sheet 2 because inadequate information on status is available. Again it may be that the relevant paperwork is with the Council's solicitor if negotiations are continuing with the tenant.

5.0 Management Agreements

- 5.1 There a number of management and other agreements that the Council has entered into and these are listed in Excel Sheet 4. Of these it is important to note the agreement with Seaford Allotment and Gardeners Society for management of Sutton Drove Allotments is well out of date though rents are being charged in accordance with the previously agreed formula, so on the face of it there is no loss of income.

6.0 Storage of Documents

- 6.1 The legal documentation in the safe was found to be kept in either brown envelopes which were largely torn and in poor repair with a general spillage of documents as a consequence, or in old black lever arch files whose contents did not always accord with the claims on the spines of the boxes. This was clearly unsatisfactory. Similarly some master documents were found in working files. In such cases they have been copied and the originals placed with all other prime documents.
- 6.2 For each ownership site and lease the documents have been placed in clear plastic folders (retained in original brown envelopes wherever possible) and for each site a card has been placed at the front giving details of the content – what it is, who with, and land registry details where appropriate. Red card has been used for ownerships and blue for leases.
- 6.3 All master concession documents are contained in a single clear plastic folder with information on the sites recorded on a sheet of yellow card, prominent at the front. Other documents including Management Agreements and Deeds of Grant for example are similarly filed with in a number of wallets with information regarding content clearly recorded on white card.
- 6.4 It is absolutely essential that in future when anyone needs to remove a file such details are recorded in a sheet kept in the safe specifically for such purpose, signed and dated and similarly signed and dated on return. Furthermore a member of the administration team should check regularly, not less than every six months that all files are present and accounted for. This is an essential 'management of risk' process designed to protect and secure the Council's most important legal documentation.

7.0 Signing of Deeds, Leases and other Agreements

- 7.1 Similarly given that Council approval is necessary before specific legal documents are signed, including under seal, it is essential that the Register of Deeds book into

which all entries are recorded should notate each entry and ensure that the corresponding number is recorded beside the seal on the master document. This has not been the practice of the Council prior to these past few weeks.

7.2 Once the document is signed, recorded and approved by Council this must immediately be added to the property register under the appropriate section, a copy or copies taken as working documents and the original securely placed in the safe. Likewise should land be disposed of then the register will require to be amended accordingly on completion.

8.0 Recommendations:

- (i) That when resources permit the Council should carry out a review of its assets with a view to determining whether any might be appropriate for disposal, having regard to the interests of Lewes District Council in such matters;
- (ii) That in respect of the High and Over concession site negotiations take place direct with existing concessionaires with a view to concluding an agreement for 2014 season only and, due to the timescale involved, this matter be delegated to the Council's officers;
- (iii) That outstanding leases referred to in paragraph 3 of this report should be concluded at the earliest opportunity;
- (iv) That where land is in correctly registered or no registration exists the Council should approach its solicitor with a view to establishing what would be required to complete this exercise and the likely costs involved, and bring a report back to Council on the outcome of such discussions;
- (v) That the new Management Agreement with Seaford Allotment and Gardeners Society for management of Sutton Drove Allotments be concluded at the earliest opportunity, and
- (vi) That the Council formalises its internal procedures for handling and security of legal documentation, including all property records, in broad accordance with paragraphs 6 and 7 of this report.

Report Ends.

CJR/18/06/2014

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CONCESSIONS							
Deed ref / File ref	Property	Tenant	Agreement type	Period	Rent details	End date	Comments
C1	West View Kiosk	Dominic Smith	Licence	3 Years from 1.4.13	1.4.13-31.3.14 - £5,315 1.4.14-31.3.15 - £5,315 1.4.15-31.3.16 - £5,315	01-Apr-16	Rent to be paid 2 weeks prior to the start of each period. Council ensure insurance in place and inspect insurance documents annually. Ensure obligations relating to litter bins, cleanliness and goods on sale being in conformance with licence requirements. Ensure licenced hours of operation are met.
C2	Martello Kiosk	First Come First Served	Licence (no master on file, only a copy)	3 Years from 1 April 2013	1.4.13-31.3.14 - £10,000 1.4.14-31.3.15 - £10,500 1.4.15-31.3.16 - £11,000	01-Apr-16	Rent to be paid 2 weeks prior to the start of each period. Council ensure insurance in place and inspect insurance documents annually. Ensure obligations relating to litter bins, cleanliness and goods on sale being in conformance with licence requirements. Ensure licenced hours of operation are met.
C3	Salls Café	First Come First Served	Operating Licence including obligations for Recreation Area, Tennis and Pitch and Put	5 Years from 1 April 2011	1.10.11-31.3.12 - £5,000 1.4.12-31.3.13 - £13,800 1.4.13-31.3.14 - £14,800 1.4.14-31.3.15 - £15,800 1.4.15-31.3.16 - £16,800	01-Apr-16	Rent to be paid 2 weeks prior to the start of each period. Council ensure insurance in place and inspect insurance documents annually. Ensure obligations relating to litter bins, cleanliness and goods on sale being in conformance with licence requirements. Ensure licenced hours of operation are met.
C4	High and Over	Vacant	Operating Licence	N/A	N/A	N/A	N/A
C5	Mobile Kiosk situated at the Car Park by Splash Point	PWW Ice Cream Supplies	Operating Licence	3 Years from 1 April 2013	1.4.13-31.3.14 - £6,800 1.4.14-31.3.15 - £7,040 1.4.15-31.3.16 - £7,310	01-Apr-16	Rent to be paid 2 weeks prior to the start of each period. Council ensure insurance in place and inspect insurance documents annually. Ensure obligations relating to litter bins, cleanliness and goods on sale being in conformance with licence requirements. Ensure licenced hours of operation are met.
C6	Mobile Kiosk situated at the Car Park by South Barn, Seaford	PWW Ice Cream Supplies	Operating Licence	3 Years from 1 April 2013	1.4.13-31.3.14 - £3,970 1.4.14-31.3.15 - £4,070 1.4.15 - 31.3.16 - £4,170	01-Apr-16	Rent to be paid 2 weeks prior to the start of each period. Council ensure insurance in place and inspect insurance documents annually. Ensure obligations relating to litter bins, cleanliness and goods on sale being in conformance with licence requirements. Ensure licenced hours of operation are met.

C7	Mobile Kiosk situated on the forecourt to the Promenade at Marine Parade/Bonhagstade Promenade	PVM Ice Cream Supplies	Operating Licence	3 Years from 1 April 2013	1.4.13-31.3.14 - £16,100 1.4.14-31.3.15 - £16,700 1.4.15-31.3.16 - £17,200	01-Apr-16	Rent to be paid 2 weeks prior to the start of each period. Council ensure insurance in place and inspect insurance documents annually. Ensure obligations relating to litter bins, cleanliness and goods on sale being in conformance with licence requirements. Ensure licenced hours of operation are met.
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Leases									
Deed Ref / file ref	Property	Agreement type	Leases	Commencement date	Period	Rent payable	Review detail	Comments	
L1	Old Town Hall	Lease	St James' Trust	Needs to be checked. No current signed agreements seen though it is understood a draft has been prepared for five years to 31.03.2015. Previous agreement expired 31.03.2010		Currently paying £1275 p.e. in four equal quarters	The draft lease refers to periodic revaluation of rent but no reference is made to which formula	Trust need to point in last year of agreement. No permission to assign. New agreement required.	
L2	The Martello Tower	Lease	Seaford Museum and Heritage Society	15.5.2003	10 years and 3 months commencing 1.4.2003 - expired 30.6.2013.	£1 per annum whether demanded or not.		New agreement being negotiated but overdue.	
L3	Football Clubhouse at the Crouch Recreation Ground	Lease	Seaford Town Football Club	7.3.2007	15 years from 25.12.2006 to 25.12.2021.	£350 p.a. Paid quarterly.	Rent reviews 25.12.2011 (missed) and 25.12.2016.	Lessees obligations for repairing, painting and advertising. Ensure current insurance certificate is always retained on file.	
L4	Staff Room and Storage, Crouch Road Recreation Ground	Lease	Leisure Contractor (initially Conthantal Landscapes Ltd)	6.2.1997	Ongoing with Leisure Contract.	£500 p.a.		Obligation to paint and repair. Contractual were replaced by Wyveales and then from 1.4.2014 by a further contractor. No payments received since 31.3.2013 and uncertainty as to whether lease still applies. No up to date paperwork.	
L5	The Pavilion at Crouch Gardens	Lease	Crouch Bowling Club	11.3.2003	10 years commencing 1.5.2002, expiring 30.4.2012.	Initially £540 p.a. years 1 and 2, then £1,080 p.a. for next three years. Current rent £1275 p.a. Assumed previous formula applies.	Rent review at 5 years, 1.5.2007	Lessees obligations for repairing, painting and advertising. Ensure current insurance certificate is always retained on file. Agreement has expired and new agreement is urgent.	
L6	Land and Buildings at the Salts Recreation Ground	Lease	6th Seaford Scout Group	9.8.2012	15 years expiring 8.8.2027	£420 p.a.	Reviews at 31. 3. In 2015, 2018, 2021 and 2024 In accordance with retail price index formula - clause 4.1.	Lessees obligations for repairing, painting and advertising. Ensure current insurance certificate is always retained on file.	

L7	Cricket Pavilion/Clubhouse at the Salts Recreation Ground	Lease	Seaford Cricket Club	2.7.2001	15 years to 1.7.2016	Initially £660 p.a. Currently £560 p.a.	Review dates in 2006 and 2011 both missed.	Note need to commence negotiations for new lease during 2015. Lessees obligations for repairing, painting and advertising. Ensure current insurance certificate is always retained on file.
L8	Rugby Clubhouse at The Salts Recreation Ground	Lease	Seaford Rugby Football Club	8.10.98 and supp lease 24.2.14	25 years to 31.8.2022, extended to 31.8.32 by supplementary lease	Initially £50 p.a. Currently £148.00 p.a. Payable in September every year.	Adjusted August each year by changes to RPI.	Lessees obligations for repairing, painting and advertising. Ensure current insurance certificate is always retained on file. Note under supplementary lease the lessee covenants to register at HM Land Registry and to comply with any recommendations relating to an EPC for the property. There is also a licence to assign the lease dated 20.2.11 on file.
L9	Seaford Head Golf Clubhouse	Lease	Seaford Head Golf Club	8.9.2005	Last identified lease 1.1.2005 - 31.3.2010	£8,250 p.a.		It is understood with redevelopment this has now lapsed. No payments made of recent times. But need to check status of £50 per month payments that show on the Finance Section's records.
L10	South Hill Farm	Agricultural Tenancy Agreement	Mr Tom Masters	2.2.1994 (supplementary deed of variation - 19.1.1995)	Commenced 28.9.1993. Only showing as initial five year agreement on file.	Initially £3,050 p.a. Currently paying £3,750 p.a. payable half/yearly on 29/9 and 25/3 in each year.	Agreement long outstanding. Past correspondence with District Valuer on file.	
L11	Part of Seaford Head Estate	Lease	National Air Traffic Service	25.10.95	20 years commencing 18.11.1994 expiring on 18.11.2014	Initially £200 p.a. Increase to £3,250 p.a by memorandum dated 17.3.2000. Currently paying £5,000 p.a. Paid by four equal quarterly sums	New agreement required November 2014	Formerly Civil Aviation Authority
L12	Part of Seaford Police Station, 37 Church Street, Seaford (ground floor offices and former cells, first four offices, kitchen, store and surface car parking.	Lease	Seaford Town Council from Sussex Police Authority	23.1.2008	20 years commencing 23.1.2008	Initially £15,000 p.a.	Adjusted annually by changes in retail price index at December previous.	Prohibition on disposal, various easements, no security of tenure under Landlord and Tenant Act (clause 7.6), full repairing and decorating obligations, and formula for service charge (clause 5.2.3).

L 13	37 Church Street, Ground floor office	Lease	Leaves District Council	18.12.2007	20 year contractual term commencing 21.1.2008 to 21.1.2028	one peppercorn plus service charge - £4,000 for first year their annual review based on changes in the retail price index for the last complete month immediately before the date upon which the service charge falls due for review.	Only to service charge per formula.	Tenant required to register lease. Exempt from Landlord and Tenant Act 1954. Break clause after the fifth anniversary of the commencement date by giving three months notice in writing. Requirements for repair, decoration and insurance.
L 14	37 Church Street	Lease	Leaves and Seaford Citizens Advice Bureau	23.1.2008	20 years to 21.2028.	one peppercorn plus service charge - £1,600 p.a for first three years thereafter per formula.	Only to service charge per formula.	Tenant required to register lease. Exempt from Landlord and Tenant Act 1954. Break clause after ten years subject to six months notice. Requirements for repair, decoration and insurance.
L 15	23 Church Street, Seaford (ground floor). Known as The Crypt Gallery.	Lease	Seaford Town Council from Leaves District Council	? 2010	60 years commencing 1.4.2009	One peppercorn.	N/A	Fully repairing. Inadequate paperwork. No signed/sealed documentation on file, only a draft. Landlords file ESX310496. No Landlord and Tenant rights.

Land ownership								
Deed ref / File ref	Land detail	Date took ownership	Land registration number	Date of transfer?	Detail	Comment		
LO 1	Allotments off Sutton Drive bordering Vale Road, The Byways, Hindover Road and Haven Brow	17.3.2000 (DP19)	ESX241964 (Seaford Town Council)		Rights of Way for adjoining properties	Approx. 8 acres - Leased to Seaford Allotments and Leisure Gardeners Society (see Leases)		
LO 2	Avondale/Road/Bitchington Road - south of steps on amenity land	1.4.2001	SX9117	17.6.2002	Covenants as ornamental and pleasure gardens, widening carriageway and footways.	Green space. Electricity Board has rights for access to cables with associated restrictions on planting and building		
LO 3	Beach Huts, Splash Point to Martello Tower	31.3.2006 (but Deed Register records as 25.1.2004 (DP23))	ESX264195 (Seaford Town Council)			12 owned by Seaford Town Council.		
LO 4	Adjoining Manor Farm near junction of Bishopstone Road and A259	1.4.2001 (DP2)	SX5528 (Seaford Town Council)	17.6.2002	Public Walks and Pleasure Grounds, Public Open Spaces with the understanding that the Council would want to build or allow to be built a club or clubhouse.	Referred to on Land Registry certificate as land on the south side of Bishopstone Road and north-east of a road leading from Newhaven to Seaford.		
LO 5	Bitchington Pond, junction of Avondale Road and Sutton Road	1.4.2001 (DP3)	ESX264252 (Seaford Town Council) and ESX 259859 (Seaford Town Council)		Open space or road widening. Excavations and rights of support on Vale Road north side, Ornamental and pleasure grounds.	Present use as green space for social/recreational use, also supporting wildlife		
LO 6	Land at rear of 29 Broad Street	1.4.2001 (DP4)	ESX259592 (Seaford Town Council)	17.6.2002	Subject to stipulations, reservations and restrictive covenants.	29 Broad Street currently occupied by Boots - 0.014 hectares.		
LO 7	Traffic Island in Chynington Way at junction with Luffington Close	1.4.2001 (DP5)			Access over for Electricity Board.	Open space. Note: The transfer of assets agreement dated 9.10.2001 (vesting date 1.4.2001) includes this site in Schedule 2 as not owned by the District Council so Seaford Town Council will almost certainly not own but have responsibility for maintenance of the land.		

LO 8	The Covers, College Road, bordering south and north sides	24.4.2004 (DP 24 & DP25)	ESX195027 and ESX195025		Covenant as open space. Two sites on Seaford.	Registered with Lewes District Council	
LO 9	Crouch Gardens off East Street, bordering Bramber Lane and Heathfield Road	1.4.2005 (DP32)	ESX290032 (Seaford Town Council)		Green space/recreation area housing football club, bowling club, ornamental gardens, rose garden and children's play area. Also contractors depot/hut.	Site area - 2.99 hectares. Leases to Seaford Bowls Club and Seaford Football Club.	
LO 10	Island in centre of residential close, Fire Close	1.4.2001 (DP6)			18 hole golf course, charging green fees and memberships. Clubhouse.	Note: The transfer of assets agreement dated 9.10.2001 (vesting date 1.4.2001) includes this site in Schedule 2 as not owned by the District Council so Seaford Town Council will almost certainly not own but have responsibility for maintenance of the land.	
LO 11	Golf Course, Seaford Head	1.4.2005				Only paperwork is included with that on file for Seaford Head Estate	
LO 12	Giltdredge Road, Seaford	1.4.2001			Grass slopes between Giltdredge Road and Stañford Road - green open space.	No paperwork. Note: The transfer of assets agreement dated 9.10.2001 (vesting date 1.4.2001) includes this site in Schedule 2 as not owned by the District Council so Seaford Town Council will almost certainly not own but have responsibility for maintenance of the land.	
LO 13	Hardwicke House, Sunken Garden - ornamental space between Esplanade and Green Lane	1.4.2001 (DP7) and 25.1.2004 (DP28)	ESX259587 (Seaford Town Council) and (old) SX5527		No buildings to be erected for any obnoxious purpose - covenant in conveyance dated 8.12.1886.	Ornamental garden and open green space, pedestrian access and recreation.	
LO 14	High and Over, Alfriston Road	1.4.2001 (DP8)			Car Park belongs to Seaford Town Council, the recreation space by the National Trust. Car Park is subject to provisions of The East Sussex (Lewes District) (Off Street Parking Places) Order 2004.	1.35 hectares - No paperwork including Conveyances 1957 all missing	

LO 15	Land on north and south side of The Holt	1.4.2001 (DP9)	ESX102646 (Seaford Town Council)		Private dwelling houses only with no trade or business use. No hut, caravan, house on wheels. No gravel, chalk, clay or other materials to be excavated.	Open/green space
LO 16	The Holt, located on Normansesal Park Avenue bordering Chelvington Park Field	1.4.2001 (DP11)	ESX209385 (Seaford Town Council)		Various covenants covering services, private dwelling houses only	Open/green space
LO 17	Hurdle House, 10 Broad Street, Seaford	21.9.2000 (DP10)			No legal documentation - conveyance, land registration etc. located.	Commercial/business use. Currently vacant. One tenancy at dispute. Site purchased from Philian Properties Ltd.
LO 18	Lexden Road, west side of road next to 'White House' before the track starts	1.4.2001 (DP9)			Open/green space.	No paperwork
LO 19	Martello Fields, various grass open spaces bordering Esplanade and College Road	25.1.2004 (DP27 and DP29)	SX10875, SX10876, SX10874 and SX10878		Open/green spaces	Not all documentation present. Sites may still be registered with Lewes District Council
LO 20	Martello Tower on Esplanade between Martello Road and Chichefield Road	1.4.2005 (DP30)	12693 (Seaford Town Council)	16.12.2005	Note: Ancient Monument. Use as Museum - restrictions re building and usage. Vendors right to lay services on or under land to other parts of the estate	Leased to Seaford Museum and Heritage Society - see leases
LO 21	Land at North western corner of North Way estate	1.4.2001 (DP12)	ESX162353 (Seaford Town Council)	17.6.2002		Open/green space - 0.1236 acres.
LO 22	Old Town Hall and toilets, South Street	1.4.2001 (DP13)			No documentary evidence of title to this land. Confirmed by Seaford Town Council in letter to Barwells 7.10.2002)	Building leased to St James' Trust, toilets operated under licence by Lewes District Council. Incomplete paperwork.
LO 23	North and south corners of Palham Road at junction with Dane Road	1.4.2001			Planted flower beds	No paperwork. File note on Seaford Town Council's property records states the Town Council has NO ownership but maintenance responsibilities only.
LO 24	The Ridings - northern end of London Road at junction with The Ridings and Normansal Park Avenue	1.4.2001 (DP15 but old Register of Deeds shows as DP11)	ESX202681 (Seaford Town Council)		Can only build private dwelling house, no hut, caravan etc. No excavations.	Open/green space - 0.27 hectares

LO 25	The Salts, off Marine Parade, Seaford, bordering Richmond Park and Park Road	1.4.2005 (DP31)	ESX290306 (Seaford Town Council)	20.8.03		Recreation space, rugby clubhouse (let to Seaford Rugby club), Cricket Pavilion/clubhouse (let to Seaford Cricket Club), Scouts HQ (let to 6th Seaford Scout Group), Toilet block (operated under licence by Lewes District Council), tennis Courts, play area and pitch and put (operated under licence by concessionaire), a Drop In Centre (let casually by Seaford Town Council) and planted areas.	
LO 26	Sandore Road, Seaford	1.4.2001 (DP16)	ESX169716		Lewes District byelaws National Park status. Nature reserve and wildlife sanctuary. Farm rented. Car Park is subject to provisions of The East Sussex (Lewes District) (Off Street Parking Places) Order 2004.	Open/green space - 0.191 hectares	
LO 27	Seaford Head Estate, land mass between Splashpoint in Seaford and Cuckmere Haven	1.4.2005 (DP39)	ESX272627		Adopted highway, public footpath, recreational space and sea defence	Public recreation open space, walks and recreation. Nature reserve, Farm (leased - refer to leases), National Park wildlife sanctuary	
LO 28	Seaford - Marine Parade to Splashpoint	1.4.2005	P15282, 19992 and 11909				
LO 29	Southdown Road - land situated at junction of Southdown Road and Chyngton Road	1.4.2001				Open/green space. No paperwork	
LO 30	South Hill Barn, central to Seaford Head Estate on access routes to Cuckmere Haven and farm land.	1.4.2001			Car Park is subject to provisions of The East Sussex (Lewes District) (Off Street Parking Places) Order 2004.	No paperwork	
LO 31	Steyne Road - land at junction of Steyne Road and South Street, Seaford	1.4.2001 (DP17)				Public open/green space. No paperwork	
LO 32	Green space at the junction of Sutton Drive and The Eyeways	1.4.2001 (DP20)	ESX259581 (Seaford Town Council)	17.6.2002	Access wayleave to K.J Cambridge. Cannot build anything to sell alcohol.	Open/green space. No paperwork	
LO 33	Toilets, Martello	1.4.2001				Licensed to Lewes District Council to operate	
LO 34	Village Green - land on north west side of Princess Drive	1.4.2001 (DP14)	ESX235661 (Seaford Town Council)	17.6.2002		Open/Green space - 0.361 hectares	

LO 35	War Memorial at Junction of Sutton Park Road and Avondale Road	1.4.2001 (DP21)	ESX259590 (Seaford Town Council)	Ornamental Garden only	Memorial site, ornamental garden and public open space - total area recorded as 0.066 hectares.	
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Agreement ref / File ref	Type of Agreement	Parties to Agreement	Details of Agreement	Date of Agreement and Term (where appropriate)	Financial Terms where appropriate	Comments
	Misc Agreements					
MA 1	Deed of Grant	Stafford Town Council and East Sussex County Council	Land at Maresfield Centre, Maresfield Road, Seaford	22.6.2016	N/A	Grant to carry out works as set out in schedule and plan. Purchased to section 106 of Town and Country Planning Act 1990, under section 106 of Highways Act and section 111 Local Government Act 1972.
MA 2	Planning Agreement	South Downs National Park Authority, Seaford Town Council and Lewes District Council	Relating to clubhouse at Seaford Head Golf Course	4.3.2013	N/A	Regarding environmental and wildlife issues, access to neighbouring property and methodology. Requirement for a written report and assistance at Seaford Head Estate Advisory Group. Change to core zoning / provision not four
MA 3	Management Agreement	Sussex Wildlife Trust and Seaford Town Council	Provision of a Ranger service at Seaford Head Local Nature Reserve by Sussex Wildlife Trust	4.2.2014 - one year 1.4.2014 to 31.3.2015 1.4.2013 - five years 1.4.2013 to 31.3.2018	£10,500 to be paid against invoice received.	Per agreement
MA 4	Management Agreement	Seaford Town Council and the Seaford Advertisers and Leisure Caterers Society	Management of Advertisers site at Saltham Drive	30.3.2005 - five years expired 31.3.2010	Indefinite. £550 p.a. subject to increase determined by formula (clause 22). Note: £564.65 being paid in 2014/2015.	New Agreement required.
MA 5	Management Agreement	East Sussex County Council and Seaford Town Council	Participation to site Bus Shelter at Alfriston Road, Seaford	Indefinite	N/A	A replacement for shelter transferred from Lewes District Council under Transfer of Assets 1.4.2004
MA 6	License	Seaford Town Council	Street at Peppers Road, Seaford	Indefinite	N/A	
MA 7	License	Seaford Town Council	Street at Sussex Park, Seaford	Indefinite	N/A	
MA 8	License	Seaford Town Council	Street at Seaford, Seaford	Indefinite	N/A	
MA 9	License	Seaford Town Council	Street at Walters Road, Seaford	Indefinite	N/A	
MA 10	License	Seaford Town Council	Street in Seaford, Seaford	Indefinite	N/A	
MA 11	License	Seaford Town Council and Lewes District Council	Provision of Public Toilet at Old Tower Hill	20.1.2009 - ongoing until determined by Lewes District Council	N/A	Toilet owned by Seaford Town Council. Lewes District Council maintain.
MA 12	License	Seaford Town Council and Lewes District Council	Provision of Public Toilets at the Nicholas Tower	20.1.2009 - ongoing until determined by Lewes District Council	N/A	Toilet owned by Seaford Town Council. Lewes District Council maintain.
MA 13	License	Seaford Town Council and Lewes District Council	Provision of Public Toilet at Selsby Recreation Ground	22.05 - copy (undated) agreement only on file. Ongoing until determined by Lewes District Council.	N/A	Toilet owned by Seaford Town Council. Lewes District Council maintain.

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Seaford Town Council

Report 93/14

Agenda Item No:	17
Committee:	Council
Date:	21 August 2014
Title:	Capital Wish List
By:	Ben King – Projects & Facilities Manager
Purpose of Report:	To seek the adoption of proposed capital projects list for Seaford Town Council's assets and services.

Recommendations

You are recommended:

1. To approve that the Capital Wish list as detailed in Appendix A. be adopted as an official Town Council Policy document.
 2. To consider and set prioritisation of the proposed project areas.
 3. To support the proposal to adopt Development Plans, in order, for The Salts, The Crouch, and the Seafront / Martello.
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1. Information

- 1.1 As part of the process of reviewing the Town Councils management of assets, and with a number of areas being identified for necessary attention and now overdue for investment. A capital wish list has been produced in order to set out many of the key investment options for Seaford Town Council's assets.
- 1.2 The wish list incorporates a range of options for open spaces, community services and Town Council facilities across STC's portfolio; their purpose and benefits range from health and wellbeing, children's play space, sport and physical activity, health, safety and security, efficiency and sustainability, accessibility and inclusion, tourism and regeneration; the wish list is based on evidence gathered in relation to each asset or service including the condition but there is currently no policy in place that adopts a strategically planned approach to these capital items.
- 1.3 Existing forecasted projects are featured in the list, these items are marked with a prioritisation and it is recommended that these are implemented within the recommended 'short term' timeframe. Some of these items have already been supported by Council decisions allocating ear marked reserves. A number of other items have been recommended by officers for prompt action, these items are

comprised of works that are a high priority when considering health and wellbeing, safety and security, quality and continuity in the delivery of services and that can be met within existing revenue account within this financial year.

- 1.4 In a number of areas however, the range of proposed works will only be achievable over a longer term, this requires a strategic approach led by a 'Development Plan' for each primary location. Currently there is a draft Development Plan prepared for The Salts Recreation Ground, this will soon be proposed for adoption by this Council. This Development Plan takes into account a number of years of research and project development. Subject to its adoption, the plan will demonstrate a need for each of the project elements; these elements can then be phased and implemented at stages responding to the most urgent identified need.
- 1.5 The same process in producing a Development Plan should be undertaken for the other primary Seaford Town Council sites, in particular Crouch Gardens and Seafront but also with the possible inclusion of Martello Fields within a seafront Development Plan. Then with Development Plans in place for each of the sites, priorities will be clearly identified, outside funding will be more accessible and with greater efficiency, and this in turn will increase the rate of success for external funding bids.
- 1.6 The adoption of the Development Plans may alter the Capital Wish list projects for those areas, but it is envisaged that many listed in the current wish list will be included unless there is a significant change of direction for any of the areas.
- 1.7 The capital items are listed in such a way that the most achievable by way of funding as well as the most urgent are marked as short term (ST), then medium term (MT) where options are already being developed and will become more achievable after a process of development; then long term (LT) options are those which can only be prioritised and implemented following the adoption of a Development Plan.
- 1.8 Adopting a capital wish list not only gives officers and the Council a strategic direction it is a very useful tool to assist in future grant applications.
- 1.9 The capital wish list is also a very useful tool to have if at the end of the financial year there is a revenue surplus. The Council can immediately make allocations of Ear Marked Reserves to projects on the capital wish list.
- 1.10 The Council may wish to mark any project elements that should be considered for review or a higher level of prioritisation in relation to their predicted time frames. Where a particular capital item is considered higher priority or is considered more achievable.

2. Financial Appraisal

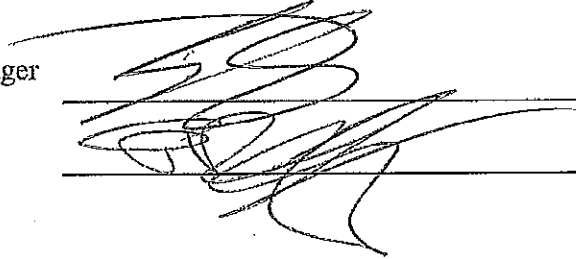
In most areas the estimated spend for identified projects would be met from existing revenue accounts or earmarked reserves, some grounds maintenance supported by external funding where ever possible. The medium and long term project items will rely on further development, future recommendation for budgeting, as well as further research on external funding options.

3. Contact Officer

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

Projects & Facilities Manager

Town Clerk

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DRAFT CAPITAL PROGRAMME (WISH LIST)
July 2014

Asset Project Code	Project Area	Capital Cost	Time Frame	Notes on Project line and Costs	Details	Method of Funding	Review Note
	The Salts The Salts Childrens Play	£150-200,000	ST	The Salts Development Plan	New play area incorporating ages from Toddler to Teen.	Available S106 + STG Revenue account + Outside funders. Level of investment will be dictated by total funds available.	
	The Salts Tennis	£50,000	ST	"	Resurface Tennis Courts and install new welded mesh fencing	Available S106 + STG Revenue account + Outside funders	
	The Salts Skate	£160,000	MT	"	Install new concrete park - including Junior training space - flat training, freestyle and slalom space.	Future S106 + Future Revenue account + Outside funding	
	The Salts MUGA	£50,000	MT	"	New Multiuse Games Area with Basketball/Football/	S106 / Future S106 + Future Revenue account + Outside funding	
	The Salts Football - Pitches	£10,000	MT	"	Drainage and repositioning of pitch	Football Foundation, possible AF All via football club	
	The Salts Football - Courts and Five a side	£15,000	MT	"	Relocate Five a Side football	Future S106 + Future Revenue account + Outside funding	
	The Salts Cricket - Boundary netting	£3,000	MT	"	Install additional guard netting to Cricket pitch 1 boundary	Awards For All (£10k) via cricket club	
	The Salts Cricket - Equipment and Storage	£4,000	ST	"	Fence and gateways between Cricket Pavilion and Changing Room building	Awards For All (£10k) via rugby club	
	The Salts Rugby - Renovation	£8,000	ST	"	Top dress pitches.	Awards For All (£10k) via rugby club	
	The Salts Rugby - Training	£2,000	ST	"	Create a training area alongside main pitches	Awards For All (£10k) via rugby club	
	The Salts Basketball	£4,000	ST	"	Install a adjustable height hoops/boards near existing basketball court space or incorporate into a small MUGA arrangement with five a side project item above	S106 + Future Revenue account + Outside funding	
	The Salts Café - External and Access	£20,000	ST	"	Installation of plastic soffits and fascias - Redecorate external areas - install rear entrance doors to sunlounge - upgrade electrics - improve access and seating arrangements with ramps and decking	£10000: £8000: £2000: Building improvement	

The Salts Café - Extension	£30,000	LT	"	Construct new space and reconfigure existing WC space for public and staff - upgrade all fixtures and fittings	STC Revenue account, rental income
The Salts Café - Caring	£10,000	ST - Prepared	"	Replace catering equipment and renovate kitchen spaces.	STC Revenue account
The Salts Toilets	£60,000	MT	"	Refurbish and upgrade toilet block - install anti vandal lighting and dispensers - upgrade wash facilities and baby changing - upgrade Disabled WC.	Future Revenue budget - Outside funding
The Salts Jogging/Cycling/Access	£75,000+	MT	"	Install Cycle/Jogging/Buggy/Wheelchair track to form a circuit around The Salts	Outside funding + S106
The Salts Other Sports	£30,000	ST	"	Netball/Tennis/Table Tennis/Ball Walls/Street Snooker/Crossbar King	Included in MUGA, Tennis and Sports Courts project items
The Salts Security and Lighting	£46,000	MT	"	Install Lamp Columns and/or Bollards	Future S106 - Future Revenue account - Outside funding
The Salts - The Base - Water supply W/C and Kitchen	£10,000	ST	"	Install W/C - connect mains water and drainage - relocate and upgrade kitchen	Awards for All in the name of The Base Committee
The Salts - The Base - Building Extension	£40,000	LT	"	Extend The Base - double the total size of the venue or potentially up to 150% - include furniture - staging - entertainments and dance studio	Outside funding such as Awards For All
The Salts retaining wall	£2,000	ST		Renovate/restore and upgrade retaining walls at bottom of	Existing Revenue budget
The Salts South boundary - Storm Wall	£10,000	MT		Re-Render storm wall and pillars on Marine Parade boundary - Decorate pillars. Replace with railings and storm boards in some areas to open up The Salts to views by the public	Future Revenue account
The Salts West Boundary	£5,000	ST - Prepared	Searches required	Restore flint wall to West Boundary of The Salts	Future Revenue account
The Salts Access Ramp from Seafrott to Café	£75,000	ST	The Salts Development Plan	Construct new access ramps into The Salts from Seafrott	Future Revenue account - Outside funding
The Salts Footpaths, Vehicle roadways - RESURFACING	£3,500	ST	Area from Toilet block to The Base	Resurfacing dilapidated paths - planning and resurface based on a supplied sign rate	Future Revenue account
	£4,500	ST	Area from Boathouse to toilets		Future Revenue account
	£1,500	ST	The Base seating area	Resurface in front of The Base	Future Revenue account
	£7,500	ST	outside Café and to side of Café		Future Revenue account
The Salts Landscaping	£10,000	ST	Included in The Salts Development Plan	Remove Tamarisk from areas of shrub banks and install hard landscaping and/or low maintenance planting - renew/replace shrub beds - new planting scheme around Outdoor Gym equipment - new landscaping around Tennis Courts and MUGA	External "green grant" funding
Iconic Facilities			First stage feasibility study Complete	Further feasibility and options appraisals required.	
Crouch Gardens					
Crouch Driveway - Vehicle access	£3,000	MT - Existing use	Based on previous Quotation	Install two tracks for vehicle access on driveway into Crouch leading off Bramber ROAD	Future Revenue account - Outside funding
Crouch Parking / Access - Bramber Lane	£3,000	MT - Existing use		Construct designated spaces for Football / Bowling Clubs including Deliveries 2-3 spaces to the side of track in from Bramber Lane	Future Revenue account - Outside funding
Crouch Parking - Bramber Road	£10,000	LT - Development plan		Construct designated spaces for visitors to Crouch Gardens - particularly site contractors and visitors to clubs - eschelon bays in between avenue of trees on drive way leading off Bramber ROAD	Future Revenue account - Outside funding

Crouch Entrances	£5,000	MT - Existing use	Based on contractor estimates	Restore surface at entry points from public footpaths - install harder wearing surface material - remove redundant fencing and posts - Install signage - Bainbridge Close - Comfield Close	Future Revenue account - Outside funding
Crouch New Footpaths	£5,500	LT - Development Plan	Based on Quotation	Install a Breedon Gravel or similar footpath from - Mercread to central gateway	Future Revenue account - Possible 'Access' related outside funding
Crouch New Footpaths	£5,500	LT - Development Plan	Based on Quotation	Install a Breedon Gravel or similar footpath from - Central gateway to existing grounds store area	Future Revenue account - Possible 'Access' related outside funding
Crouch Bowling Green - footpaths	£5,000	ST - Existing use	Based on quotation	Resurface footpaths - include planing add up to 20% if adding drainage	STC Budgets - One Awards for All Grant app via Bows for 4 projects
Crouch Bowling Green - Raise edge levels	£3,600	ST - Existing use	Based on quotation	Raise levels of perimeter of green - Improves quality of play	STC Budgets - One Awards for All Grant app via Bows for 4 projects
Crouch Bowling Green - Ditches	£3,000	MT - Existing use	Estimate	Replacement of ditches and renewal of bank sides	STC Budgets - One Awards for All Grant app via Bows for 4 projects
Crouch Irrigation System	£2,500	MT - Existing use		Upgrade Irrigation system - new controller - electrics - valves and supply	STC Budgets - One Awards for All Grant app via Bows for 4 projects
Crouch Football Pitch	£3,000	ST - Existing use	Based on quotation	Top Dress and overseed first team pitch	STFC Contribution
Crouch Football Fence	£2,500	MT - Existing use		Install MESH fence to perimeter of football field	STC grant and STFC Budget
Crouch Football - Five a Side / Youth Pitch	£2,000	MT - Existing use		Install football goal for recreational play and providing for one end of Youth pitch	S106 + Future Revenue account + Outside funding
Crouch Football - Five a Side / Youth Pitch	£2,000	MT - Existing use		Level pitch areas with soil and seed to increase pitch size by increasing run off space.	S106 + Future Revenue account + Outside funding
Crouch Football Roof	£10,000			Re-cover flat roof surface	STC Budgets. Awards for All Grant app via football club
Crouch Football - Water heaters / Showers / Changing Rooms	£5,000			Replace showers - Retile - Replace water heaters and Pipe runs	STFC budgets + STC Budgets + outside funding
Crouch Groundsmans Store and Equipment Store	£8,000	MT - Existing use	Based on 10m x 8m plot size	Reconfigure arrangement positioning centrally within the Crouch - Relocate groundsmans store to central location - include storage for football bowling and other remove surplus structures	Future Revenue account
Crouch Childrens play	£15,000	LT - Development Plan		Reconfigure play area and expand to incorporate redundant space on opposite	S106
Crouch - Outdoor activities	£10,000	LT - Development Plan		Install ball wall for racket sports - Table Tennis - possibly trim trail or Outdoor gym - picnic area	S106 - Memorial donations / STC Revenue account
Crouch Flint Walls	£5,000	MT - Existing use		Restoration of Flint work/pointing and construction of Buttress Walls within walled gardens and to East Street	STC Revenue account
Crouch Flint Walls	£2,500			Restoration of Flint work/pointing of walls on Mercread Road Boundary	STC Revenue account

Crouch Hedges	\$3,000	MT - Existing use	Based on cost of similar works	Reduce Heights - remove some hedge areas and replace where necessary - some fencing removal / replacement	Existing Revenue Budget - SW/OC/Conduct
Crouch Fencing	\$2,000	MT - Existing use		Removal of surplus dilapidated fencing and/or replacement	Existing Revenue Budget - SW/OC/Conduct
Crouch Landscaping	\$2,500	MT - Existing use	Estimate	Removal of surplus rose beds and turf over - replacement of planting in shrub beds - removal of selected bedding and replacement with shrubs.	STC Revenue account
Crouch Toilets	\$10,000	LT - Development Plan	Estimate	Reconfigure arrangement centrally within the Crouch - install footpath to toilets, refurbish accessible toilet to include baby change/family toilet - remove urinals and convert second toilet space as a secondary accessible/family toilet.	Future Revenue account
Crouch Security and Lighting	\$5,000	LT - Development Plan	Estimate	Install lighting, columns and/or bollards on primary routes and around vulnerable spaces - install further CCTV in vulnerable locations (only in response to further incident and proportionate with the severity and need).	Future Revenue account + Outside funding
Crouch Services and Utilities	\$7,500	MT - Existing use	Based upon previous works	Replace water mains, install meters and install Standpipes/WO valves	Phase 1, OFSS - Existing Revenue account - Projects Budget
Martello Fields					
Martello Toilets	\$60,000	ST		Refurbish building - install new sanitaryware - doors and finishes.	\$23,000 Estimated Reserve \$40,000 Projects Budget from future EMR
Martello / Seafrost Parking spaces	\$22,000	ST	Based upon previous quotations	Install base boards/sleepers and new knee rails or posts - replenish parking areas - introduce access restriction measures for parking controls.	STC Revenue account
Martello and Splashpoint Entrance Signage	\$2,000	ST - Include in Signage project		Install signage and location posts for entrance to Martello and Splashpoint area	STC Revenue account
Martello Fields fencing	\$15,000	MT - Existing use	Based on previous works costs - reliant upon economies of scale	Remove post and rail fencing in selected areas - install earth mounds/banks and parking areas to improve security, - use a combination of knee rail and post and rail fencing.	STC Revenue account
Martello Fields - Access	\$10,000	MT - Existing use	Based upon previous works costs.	Install hard surface and crossing points at top of field and from promenade - install footpath on corner leading into Martello Field main gate	Future Revenue account - Access funding possibly \$106
Martello Fields - Main entrances	\$4,500	MT - Existing use	Based upon previous works costs.	New gateways - install additional hard surface - Soil and seed field areas	STC Revenue account
Martello Fields - Pumping Station	\$1,500	MT - Existing use	Based on cost of previous works	Install new field gate - posts and locking bar	STC Revenue account
Martello Fields - Stairs	\$4,000	MT - Existing use	Estimate	Refurb staircases - replace wooden treads - install additional handrail - install handrails to staircase on Pumping station field	STC Revenue account
Martello Fields Unmade Road	\$40,000	LT - Development Plan	Estimate	Create landscaped areas, parking bays to both sides, designate space for Camper vans and introduce parking orders to prohibit overnight sleeping - introduce traffic calming - retain unmade surfaces in some areas - install cycle path to link up NCN2	\$106 / STC Budget

Martello - Landscaping of banks	£4,000	LT - Development Plan	Bulb planting and wild flower to provide colour and soften edges - used in areas where maintenance already takes place to minimise additional revenue costs.	STC Revenue account - Environment grant
Martello - Renovation / Leveling main fields	£8,000	LT - Development Plan	Import soil / Top dress and Seed	Future Revenue account
Martello and Splashpoint Noticeboards	£4,000	LT - Development Plan	Install noticeboard for events posters - public notices and information	Voluntary Groups - STC Budgets
Martello - Events boards	£4,500	LT - Development Plan	Install approx 4 display boards to take event posters/public notices - Install suitable boards and fence rails to also accept Banners	STC Revenue account
Seafroont				
Seafroont Shelter - New opp The Salts	£15,000	LT - Development Plan	Install / restore one Seafroont shelter opposite The Salts - Could be incorporated into the Beach Garden project SFL	STC Revenue account
Seafroont Shelters - Seating refurbishment	£2,500	MT - Existing use	Replace stone seating with hardwood slats and restore drainage	Future revenue budget - Memorial donations
Beach Huts	£20,000	MT - Existing use	Replacement Moulds - Replacement Doors and locks	Future Revenue budget
Seafroont Splashpoint Concession	£1,500	MT		Future Revenue budget
Seafroont Marine Parade Concession	£3,000	MT		Future Revenue budget
Splashpoint Cycle Parking	£2,500	MT - Responding to the above scheme	Install Cycle Parking area with Seafroont Head and Nature Reserve signage and information on permitted cycle routes.	S106 + Outside funding
Seafroont - Beach Garden	£40,000	LT - Development Plan		Outside funding + Community partnership
Seafroont - Decorative Lighting / Festoons	£40,000	LT - Development Plan		STC Revenue account
Seafroont - Summer Recycling Bins Cbd / Plus + BBQ Bins	£5,000	LT - Development Plan	Install bins matching existing with recycling options, designate for 'Cardboard' only or chip boxes only - plastics - provide dousing bins segregated bins for disposable BBQs and coals - consider seasonal provision only	
Seafroont Cycle Parking and Signage	£4,000	ST	At Edinburgh Road area and West of Martello Tower at end of Cycle Track - consider small wall mounted locations in areas like West View Kiosk - especially for Kids bikes possibly use ground bars - Signage also needed	S106 - Subject to Shared scheme
Seafroont Performance Area	£5,000	ST	Install seating to outer wall of raised deck at Martello Tower - Install external electricity supply for entertainments - Install flagpole or flagpole holders to allow additional flags to be flown for special events / dates	Seafroont Community Partnership budget / STC revenue / Memorial Donations

Seafont Webcam	£1,000	MT - already initiated		Install Seafont webcam Weather / Surf / Fishing / Diving	STC Budgets / External Grant
Martello Tower					
Martello Tower Main elevators		MT - Existing use		Re-render Main Tower	Future Revenue account / Outside funding/ HLF
Martello Tower Facade wall		MT - Existing use		Re-render and alter parapet wall decorative facade wall - increase parapet height	Future Revenue account / Outside funding/ HLF
Martello Tower		MT - Existing use		Pointing within Mast or alternatively render	Future Revenue account / Outside funding/ HLF
Martello Tower Sea Defence		MT - Existing use		Repair outer defence wall	Future Revenue account / Outside funding/ HLF
Martello Tower Roof		MT - Existing use		Repair/Clean Roof areas	Future Revenue account / Outside funding/ HLF
Martello Tower and Seafont Lighting		LT - Development Plan		Install external lighting - uplighting to light building to light building - install inset lighting to light walkways / footpaths	Future Revenue account / Museum Budget / Outside funding/ HLF
Martello Tower Security and Events	£3,000	LT - Development Plan		Install new gateways to Martello Tower Deck area to improve access and safety	
Hurdis House					
External maintenance	£25,000	ST		Crack repairs and re-rendering, reconstruction of eilys, decoration of external walls and woodwork, clearance of gutters, repairs to rainwaters and other services, clearance of weeds and other organic matter.	STC Revenue account
Internal maintenance	£15,000	ST		Carpets and boarding, dampworks, redecoration of upper floors, service of boiler, reconnection of services,	STC Budgets / new tenant to do in lieu of some rent
Seaford Head Estate					
Additional Cliff edge fencing and signage	£3,000	MT - Existing use		Health and safety issue	STC Revenue account
South Hill Barn - Resurfaced/restored Car Parking	£2,500	MT - Existing use	Based on quotation	Restore parking areas - some Type 1 - some soil and turf	STC Revenue account
South Hill Barn Fencing / Posts and Security	£2,500	MT - Existing use	Based on previous works	Replace boundary posts and drop posts - replace field gates to Barn and Golf course	STC Revenue account
South Hill Barn Picnic Space	£5,000	LT - Development Plan	Estimate	Install Picnic Benches - litter bins - some landscaping	Memorial Donations / STC Budgets
South Hill Barn repairs	FTBC	MT - Existing use		Restore roof - external wall	STC Revenue account - outside funding
Cattlegrids and Vehicle access	£1,500	LT - Development Plan		Restore vehicle access points at cattlegrids - replace field gates - replace/restored pedestrian gateways	STC Revenue account - outside funding
Hope Gap Steeps	£9,000	LT - Development Plan		Reconstruct steps, railings, install new railings and new fencing.	Hope Gap Account - LDC

Splashpoint Picnic Space and Seaford Head Access	£7,500	LT - Development Plan	Replenish stone - restore furniture - restore walls and copings - install handrails and clear staircase - install viewing scope - restore surface on route into Estate from Cliff Road - Restore surface on main path from seaford - clear and restore Repointing / maintenance of brick structure over publicly accessible space	Future Revenue account - Memorial donations STC Revenue account
Brick structure - Hotel remains	£10,000	LT - Development Plan		
South Hill Barn Tea Rooms / Concession	£30,000	LT - Development Plan	Install Cabin structure for Tea rooms inside South Hill Barn 'Courtyard'. Possible addition to project would include mains services - water would require storage tanks initially and reed bed or septic tank for waste drainage but portaloos may be the most suitable short term cost option. - Renewable energy using Solar and Wind	STC Budgets - offset over a number of years by income/private investment in lieu of part rent
Seaford Head Golf Course				
Greenskeepers depot		ST	Returbish greenskeepers shed	£35,000 Earnmarked Reserve
Other Open Spaces / Other Projects				
Normansal Park Trees	£2,500	MT - Existing use	Renovation of tree stock, scrub areas and new planting	STC Revenue account and Tree Warden budget - Big Tree Plant
The Ridings - footpaths and access	£1,500	MT - Existing use	Replacement of fencing at access points	Future Revenue account
War Memorial - Services	£500	ST	Install Water Meter chamber and secure standpipe - replace secure chamber covers	STC Revenue account
War Memorial - Repairs and Landscaping	£2,000	MT - Existing use	Back fill and turf redundant beds space - reduce and renovate replace planting and mulch beneath trees - repair walls / slabs / steps / kerbs	Future Revenue account
War Memorial - Planters	£1,500	MT - Existing use	Replace concrete planters - replace with concrete planters incorporating seating - possibly remove existing seating.	Future Revenue account / Memorial donations when incorporating seating
Seaford Allotments - Access	£5,000	MT - Existing use	Install Gateway and road surfacing to entrance from Sutton Drove - restrict access to Allotments and Neighbours only.	Awards for all Grant by Allotments Association
Seaford Allotments - Site renovation / maintenance	£5,000	MT - Existing use	Renovate unmaintained scrub area on the Northern corner of the site - create new allotment spaces	Awards for all Grant by Allotments Association
Signage Project	£12,000	ST	Install new highways signage - Brown signs - and Welcome signage to open spaces.	£6,000 Earnmarked Reserve - LDG Funding of £6,000 already approved.
South Street Toilets	£30,000	LT - Development Plan	Following development plan / review of public conveniences - refurbishment will be required to improve quality and comply with modern standards.	Future Revenue account
Bus Shelters				
Pelham Road	£2,000	MT - Existing use	Refurbish Bus Shelter	Future Revenue account
Barn Rise	£5,000	MT - Existing use	Replace Bus Shelter - repair surface	Future Revenue account
Street Furniture				
Finger Posts	£1,000	MT - Existing use	Refurbish directional finger posts.	STC Revenue



Seaford Town Council

Report 94/14

Agenda Item No: 18
Committee: Full Council
Date: 21 August 2014
Title: Time Off In Lieu (TOIL) Policy
By: James Corrigan
Purpose of Report: To present a draft TOIL Policy for adoption.

Recommendations

You are recommended:

1. To formally adopt the TOIL Policy as at Appendix A.
 2. If adopted, to approve a review date of the document of no later than August 2017.
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1. Information

- 1.1 During the Personnel Sub-Committee meeting held on 29th July 2014, it was highlighted that the Council do not have a TOIL Policy in place for employees and it was therefore recommended that such a policy be drafted.
- 1.2 Attached at Appendix A is a draft TOIL Policy presented to the Council for consideration and adoption.
- 1.3 Once adopted, this policy would apply to all Council employees, current and future, with the exception of greenkeeping staff and casuals who work on an ad hoc basis, and would form part of their Terms and Conditions of Employment.
- 1.4 It is recommended that the review date for this document be set as August 2015.

2. Financial Appraisal

There are no direct financial implications as a result of this report.

3. Contact Officer

The Contact Officer for this report is James Corrigan, Interim Town Clerk,

Interim Town Clerk

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Seaford Town Council

Time Off In Lieu Policy

Purpose:

The Council recognises that on occasion it may be necessary for employees to undertake work outside of their normal working hours. Any agreement by employees to work additional hours is on a voluntary basis.

The purpose of this policy is to ensure that managers and employees are aware of and understand the Council's time off in lieu (TOIL) arrangements so that they are applied consistently.

Scope:

This policy applies to all employees of the Council with the exception of greenkeeping staff and casuals who work on an ad hoc basis.

Definition:

TOIL is defined as time taken off work by employees in recompense for additional hours worked outside of their normal working hours.

TOIL Rates:

TOIL will be accrued at the following rates for time worked in addition to normal working hours:

- ▲ Monday to Friday – Time
- ▲ Saturday – Time and a Half
- ▲ Sunday – Double Time

Accruing TOIL:

Employees can only accrue TOIL if authorised, in advance, by their manager. Additional hours worked by personal choice will not qualify for accrual of TOIL.

TOIL should not be accrued on a regular basis, with the exception of evening meetings or short term projects. If an employee is regularly required to work additional hours, managers are advised to undertake a review of working arrangements.

TOIL accrued will be included on the monthly timesheet for each employee, as will TOIL taken. Each timesheet is signed and authorised by the employee's manager.

The Council realises that it is unlikely that the Clerk will be able to seek approval in advance for TOIL accrued and therefore places trust in the Clerk to ensure that where additional hours are worked and TOIL accrued, it is done so as a necessity and in a productive manner.

The Clerk's monthly timesheet should show all TOIL accrued or taken, being signed and noted by any two councillors.

When attending Council events or events where the employee is invited as a Council employee, it will be down to the employee's manager or Clerk to assess whether TOIL shall be accrued. For example, helping with road closures will accrue TOIL, simply being in attendance at an event will not necessarily unless it can be evidenced that work has been undertaken.

Excessive levels of TOIL should not be accumulated (i.e. more than one standard working week). However, in exceptional circumstances managers have discretion to agree to more. This is however only advised if it is felt that employee will be able to take the TOIL within three months (see Using TOIL section).

Any suspected abuse of TOIL may be treated as a disciplinary matter.

Using TOIL:

TOIL can only be taken if agreed, in advance, with the employee's manager. Any requests will be considered in line with staffing levels and operational requirements. The Clerk will be responsible for allocating the use of their own TOIL at times when it is deemed suitable.

TOIL should be taken as soon as possible after accrual. One example of good practice is to come in later than your normal starting time the day after attending an evening meeting to redeem any TOIL accrued.

The Council feel it will need to be at manager's discretion whether to allow TOIL to be built up to allow full days off work in addition to holiday entitlement or whether TOIL should be taken for parts but not all of a working day.

The Finance & General Purposes Committee will receive a report detailing employee's TOIL levels on a quarterly basis. The Committee may decide to instruct managers to ensure the TOIL is taken within a certain time limit (i.e. one month) unless a reason can be presented for the TOIL not having been taken.

No TOIL accrual should be carried forward beyond the end of a 12 month period (1st April to 31st March) with the exception of time accrued during the last two weeks of this period.

In exceptional circumstances where due to service delivery needs TOIL cannot be accommodated within the 12 month period, the employee can request payment for the hours owed providing the employee is on SCP 28 or less. This request should be made in writing to their manager.

Employees on SCP 29 or more may, at the request to their manager, be granted an additional one month period to allocate the TOIL.

Working Time Regulations:

The Council has a duty to protect the health and safety of its employees by ensuring that they do not work excessive hours and that, where necessary for them to work additional hours, they are appropriately recompensed.

When agreeing the accrual of TOIL, the manager must ensure that the employee's working hours adhere to the requirements of the Working Time Regulations. If the employee's weekly working hours will exceed the 48 hours maximum, the manager must ensure that the employee completes an opt out form. The opt out form can be obtained from the Support Services Manager and must be retained in the employee's personnel file.

Adopted:

Review: