



UCKFIELD TOWN COUNCIL

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Town Clerk – Holly Goring

A Meeting of the **Environment and Leisure Committee** to be held on
Monday 21st August 2017 at 7.00pm
in
The Council Chamber, Civic Centre

AGENDA

1.0. DECLARATIONS OF INTEREST

Members and Officers are reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on this Agenda. Should any Member consider that they require a dispensation in relation to any prejudicial interest that they may have, they are asked to make a written application to the Clerk well in advance of the meeting.

Notice should be given at this part of the meeting of any intended declaration. The nature of the interest should then be declared later at the commencement of the item or when the interest becomes apparent.

2.0. STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE CHAIRMAN'S DISCRETION

3.0. APOLOGIES FOR ABSENCE

4.0. MINUTES

4.1. Minutes of the meeting of the Environment and Leisure Committee held on 10th July 2017

4.2. Action list – For information only
(Attached)

4.3. Project Monitoring List – For information only
(Attached)

5.0. FINANCE

5.1. To note bills paid

5.2. Income and Expenditure Financial Forecast
(Attached)

5.3. Fees & Charges
(Attached)

6.0. ADMINISTRATION

- 6.1. Articles of Association of College Place Residents Limited – relating to Old Timbers Lane
(Attached)

7.0. ENVIRONMENT

- 7.1. Uckfield Millennium Green boundary with Ridgewood Recreation Ground
(Attached)
- 7.2. Lewes Road Twinning Sign
(Attached)
- 7.3. To consider undertaking a Dog Fouling campaign
(Attached)

8.0. LEISURE

- 8.1. Hughes Way Play Area Update
(Attached)

9.0. REPORTS FROM WORKING GROUPS AND TO AGREE TERMS OF REFERENCE

- 9.1. Ridgewood Recreation Ground
- 9.2. Road Safety
(Attached)
- 9.3. Speed Indication Device (SiD)
(Attached)

10.0. REPORTS FROM COUNCIL REPRESENTATIVES ON OUTSIDE ORGANISATIONS

- 10.1. Uckfield Railway Line Parishes
- 10.2. Informal Wealden Line Steering Group
- 10.3. West Park LNR and Hempstead Meadows LNR – Supporters Group
- 10.4. Uckfield and District Twinning
- 10.5. Age Concern
- 10.6. Luxford Centre Management Committee
- 10.7. Uck Valley Flood Forum
- 10.8. Active Uckfield Group
(Attached)
- 10.9. Wealden Bus Alliance
- 10.10 Millennium Green Trust

11.0 CHAIRMANS ANNOUNCEMENTS



Holly Goring
Town Clerk
15th August 2017

Environment Leisure Financial Forecast as at 31st July 2017

	Apr 17 Actuals £	May 17 Actuals £	Jun 17 Actuals £	Jul 17 Actuals £	Actuals to Date	Budget to Date	Aug 17 Budget £	Sep 17 Budget £	Oct 17 Budget £	Nov 17 Budget £	Dec 17 Budget £	Jan 18 Budget £	Feb 18 Budget £	Mar 18 Budget £	Total £	2017/2018 Budgets
Sales																
Sales																
Weald Hall Events	612	397	289	185	1,483	8,336	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	18,147	25,000
Allotments	123	124	16	23	286	0	0	0	0	5,000	0	0	0	0	5,286	5,000
Allotment Deposit	100	200	75	0	375	0	0	0	0	500	0	0	0	0	875	500
Playing Fields & Pitches, Sport Income	382	2,383	102	64	2,931	2,500	0	0	0	0	5,000	0	0	0	7,931	7,500
Playing Fields & Pitches, Event Income	436	166	1	172	775	4,041	0	359	0	0	0	0	0	0	1,134	4,400
WDC - West Park Culverts Agreement	210	0	0	0	210	210	0	0	0	0	0	0	0	0	210	0
Cemetery - Interments	1,784	337	3,337	1,596	7,054	6,318	1,579	1,579	1,579	1,579	1,579	1,579	1,579	1,579	19,686	18,950
Cemetery - Memorials	102	353	101	302	858	1,136	283	283	283	283	283	283	283	283	3,122	3,400
Cemetery - Sundry income	40	160	40	0	240	118	29	29	29	29	29	29	29	29	472	350
Cemetery Maintenance Charge	372	0	186	0	558	936	233	233	233	233	233	233	233	233	2,422	2,800
Delegated Functions	0	320	0	0	320	0	0	0	0	0	0	0	0	0	320	0
Env. Sundry Income	46	0	0	0	46	0	0	0	0	0	100	0	0	0	146	100
Litter/bus station	0	0	0	0	0	640	0	0	0	320	0	0	320	0	640	1,280
Roundabout income	0	873	0	0	873	0	0	0	0	0	875	0	0	0	1,748	875
Road Safety donations	0	0	0	200	200	0	0	0	0	0	0	0	0	0	200	0
Total Sales	4,207	5,313	4,147	2,542	16,209	24,235	4,207	4,566	4,207	10,027	10,182	4,207	4,527	4,207	62,339	70,155
Purchases																
Purchases																
Clothing - Corp/Prot, Outdoor staff	41	0	0	100	141	0	0	700	0	0	0	0	0	0	841	700
Olives Meadow Upgrade S.Lights	0	16,650	0	0	16,650	0	0	0	0	0	0	0	0	0	16,650	0
Renew/Update Interp Boards	0	235	0	0	235	0	0	0	0	0	0	0	0	0	235	0
Street Lights, Supply & Maintenance	8,867	0	0	0	8,867	0	0	0	0	0	0	0	0	9,000	17,867	9,000
Street Light Repairs	0	0	1,442	0	1,442	1,442	0	0	0	0	1,758	0	0	0	3,200	3,200
Bus Shelters	0	0	0	0	0	0	0	0	0	0	0	0	60	0	60	60
Allotments	359	6	220	0	585	664	167	167	167	167	167	167	167	167	1,921	2,000
Playing Fields and Pitches	69	191	7,425	0	7,685	9,000	0	0	0	0	9,000	0	0	0	16,685	18,000
Play areas rolling programmes	2,000	550	7,465	(250)	9,765	0	0	0	0	0	0	0	0	0	9,765	0
Play Areas	127	126	602	132	987	836	208	208	208	208	208	208	208	208	2,651	2,500
Cemetery, rates	98	100	100	100	398	374	92	92	92	92	92	92	92	92	1,134	1,110
Grave digging	0	320	0	0	320	1,664	417	417	417	417	417	417	417	417	3,656	5,000
Cemetery, litter	293	40	293	0	626	336	83	83	83	83	83	83	83	83	1,290	1,000
Cemetery Sundries	0	74	42	0	116	0	0	0	0	0	0	0	0	0	116	0
Cemetery Maintenance	0	0	0	0	0	0	0	0	200	0	0	0	0	0	200	200
General Equipment Repairs	184	0	133	152	469	1,036	258	258	258	258	258	258	258	258	2,533	3,100
New Equipment	386	37	0	111	534	0	0	0	0	3,000	0	0	0	0	3,534	3,000
Grounds Maintenance Contract	52	3,629	907	0	4,588	6,664	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	17,924	20,000
Grounds Maintenance general	102	132	688	144	1,066	736	183	183	183	183	183	183	183	183	2,530	2,200
Hire of Equipment	0	0	0	0	0	0	0	0	0	0	100	0	0	0	100	100
LNRS & Sites of Interest - Ranger	2,165	2,108	2,172	2,168	8,613	8,715	2,180	2,180	2,180	2,180	2,180	2,180	2,180	2,180	26,053	26,155
LNRS & Sites of Interest - Working budget	253	66	0	0	319	1,164	292	292	292	292	292	292	292	292	2,655	3,500
Transit	69	73	240	121	503	723	180	180	180	180	180	180	180	180	1,943	2,163
Ford Ranger	57	56	0	52	165	436	108	108	108	108	108	108	108	108	1,029	1,300
Tractor maintenance & running costs	42	1,053	46	88	1,229	500	125	125	125	125	125	125	125	125	2,229	1,500
Movano Vehicle	75	75	118	71	339	723	180	180	180	180	180	180	180	180	1,779	2,163
Fencing	0	0	74	0	74	0	0	0	0	0	1,000	0	0	0	1,074	1,000
Trees	0	0	0	460	460	1,500	375	375	375	375	375	375	375	375	3,460	4,500
Graffiti Removal	0	0	0	0	0	0	0	0	0	0	0	0	0	100	100	100
Litter Bins	0	0	0	0	0	0	0	0	0	0	520	0	0	0	520	520
Litter Collection, Open spaces	939	40	971	0	1,950	1,444	317	317	317	317	317	317	317	317	4,486	3,980
Horticulture	0	0	130	0	130	0	0	0	0	0	0	0	0	0	130	300
Weald Hall Events	1,002	1,929	0	0	2,931	5,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	12,931	15,000
Festival Tent Expo	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50
Corp Dev - Signage outside areas	0	103	0	0	103	0	0	0	250	0	0	0	0	0	353	250
Roundabouts exp	0	0	0	0	0	50	0	0	50	0	0	0	0	0	50	100
Groundsmen - Salaries	5,813	6,583	6,548	6,548	25,492	26,583	6,645	6,645	6,645	6,645	6,645	6,645	6,645	6,645	78,652	79,743
Groundsmen - National Insurance	444	528	528	528	2,028	2,186	546	546	546	546	546	546	546	546	6,396	6,554

Environment Leisure Financial Forecast as at 31st July 2017

	Apr 17 Actuals £	May 17 Actuals £	Jun 17 Actuals £	Jul 17 Actuals £	Actuals to Date	Budget to Date	Aug 17 Budget £	Sep 17 Budget £	Oct 17 Budget £	Nov 17 Budget £	Dec 17 Budget £	Jan 18 Budget £	Feb 18 Budget £	Mar 18 Budget £	Total £	2017/2018 Budgets
Groundsmen - Pension	1,141	1,116	1,104	1,093	4,454	5,745	1,435	1,435	1,435	1,435	1,435	1,435	1,435	1,435	15,934	17,225
Town Security/CCTV	52	55	56	55	218	1,336	333	333	333	333	333	333	333	333	2,882	4,000
Road Safety Week	0	10	1,310	0	1,320	1,750	0	0	0	0	0	0	0	0	1,320	1,750
Floral Displays	0	0	1,864	462	2,326	1,333	1,333	1,334	0	0	0	0	0	0	4,993	4,000
Repair & Replacement street furniture	0	42	0	0	42	42	0	0	0	0	0	0	0	0	42	0
Cleaning Materials	0	0	0	0	0	0	50	0	0	0	50	0	0	0	100	100
Civic Hospitality	0	0	0	0	0	0	300	0	0	0	0	0	0	0	300	300
Total Purchases	24,630	35,927	34,478	12,135	107,170	81,982	18,724	19,075	17,541	20,041	29,469	17,041	17,101	26,141	272,303	247,423
New Initiatives																
Speed Reduction	0	400	0	0	400	400	0	0	0	4,600	0	0	0	0	5,000	5,000
Resurface Osborn Hall Car Park	0	0	0	0	0	0	0	0	0	0	0	0	0	7,000	7,000	7,000
West Park Car Park White Lines	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,000
Weald on the Field & Revival	0	0	250	3,172	3,422	0	1,500	0	1,500	0	0	0	0	0	6,422	3,000
Litter Policy Bins	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000	3,000	3,000
Total New Initiatives	0	400	250	3,172	3,822	400	1,500	0	1,500	4,600	0	0	0	10,000	21,422	19,000

*** Earmarked Reserves

Meeting of the Environment & Leisure Committee

21st August 2017

Agenda Item 5.3

Draft 2018/2019 Fees and Charges

1.0. Summary

- 1.1. The report and the price lists, set out the current 2017/18 charges for the Environment and Leisure facilities to assist the Committee in setting fees and charges for 2018/2019.

2.0. Current Fees and Charges

- 2.1. In previous years the Committee has based increases on the Consumer Price Index (CPI). Charges for 2016/17 were again based on the CPI however that year this was a negative figure and no increases were made.
- 2.2. When discussing fees and charges for 2017/18 members agreed that basing increases on the current CPI may no longer be viable due to the current economic climate and agreed to increase charges by 1.5. %

3.0 Comparisons

- 3.1. In the past details of other local council fees and charges have been obtained to try and establish a comparison. However, this has proved difficult as in some towns and villages clubs maintain their own football or cricket wicket.
- 3.2. In the mid Sussex area, all football pitches are owned and maintained by Mid Sussex District Council. Charges have been obtained to try and establish a comparison but the condition of pitches and facilities vary in each area.
- 3.3. Mid Sussex District Council has advised that on the recommendation of their accountants all fees and charges are increased by using the Retail Price Index (RPI) from the previous September. This has meant that in previous years some increases have been minimal. For information, the RPI in September 2016 was 0.78%.

3.0. Recommendation

- 3.1. Members are asked to consider the report and instruct the Clerk accordingly.

Contact Officer:
Christine Wheatley

GROUNDS CHARGES

Seasonal Per Team

(A season consists of up to 20 League games plus 4 games for Cups/Friendlies, plus pavilion facilities) (Mini Soccer season consists of up to 10 games)

Uckfield Town Council		www.uckfieldtc.gov.uk
SPORTS FACILITIES FOR HIRE		
SPORTS PAVILIONS		
Pavilion	Non-Commercial	Commercial
<i>Hire per hour + VAT</i>		
Victoria Pavilion	£6.25	£8.75
West Park Pavilion	£6.25	£8.75
GROUNDS CHARGES INCLUDING PAVILION FACILITIES		
Seasonal Per Team		
Football	Senior	Junior
Victoria	£824	£356
New Barn Farm	£699	£356
West Park	£699	£356
Harlands	£450	£232
Mini Soccer	---	£243
Cricket	Senior	Junior
<i>One-off games charged at 5% of Senior charge + VAT</i>		
Victoria (grass wicket)	£1,166	N/A
Victoria (artificial wicket)	£699	£356
Stoolball	Per Team	
Victoria & West Park	£204	
Harlands	£163	
Tournaments	£69	

LUXFORD FIELD

The casual hire charge for locally based organisations is £55 per day.
Other commercial organisations will be considered upon application
A returnable deposit of £770 is required

ALLOTMENTS

The annual cost of an allotment plot from 1st October 2016 is £2.18 per 15m² plus an additional water charge.
A refundable deposit of £50 is chargeable on all allotments.

SNATTS ROAD CEMETERY FEES AS AT 1ST APRIL 2017

Please note: All Exclusive Rights, interment and memorial fees in sections 1-5 are DOUBLED for Non-parishioners (Non-parishioners are those that have lived outside the parish for six months or more unless they have had to leave Uckfield to access care facilities beyond Uckfield's resources without there being any time limit to their residency outside the town")

BURIALS

1. INTERMENT FEE (including excavation)

- | | |
|---------------------------------------------------|---------|
| a) New grave any depth) | £613.00 |
| b) Re-open existing grave | £501.00 |
| c) Charges for babies and children on application | |

2. EXCLUSIVE RIGHT OF BURIAL IN EARTHEN GRAVE

Deed for the Exclusive Right of Burial for a period of 75 years

- | | |
|--------------------------------------------|---------|
| a) Adult over 12 years of age | £709.00 |
| b) Child between 1 and 12 years of age | £234.00 |
| c) Babies under 1 year (parishioners only) | NIL |
- (see below)

The Town Council does not charge for a baby plot for under 1 year olds and will retain the Exclusive Right of Burial unless the plot is purchased at a cost of £228.00. Memorials will be allowed at the Council's discretion on un-purchased plots subject to the appropriate fee.

ASHES

3. THE GARDEN OF REMEMBRANCE

- | | |
|--------------------------------------------------------------------------------|----------|
| a) Deed for the Exclusive Right of Burial of Ashes
for a period of 75 years | £ 337.00 |
| b) Interment of cremated remains | £123.00 |

4. CLOISTERED GARDEN OF REMEMBRANCE

The Exclusive Right of Burial of Ashes is not required in this section

- | | |
|-----------------------------------|---------|
| a) Scattering of cremated remains | £123.00 |
|-----------------------------------|---------|

MEMORIALS

For the right to erect or place a memorial on a grave the Exclusive Right of Burial must be purchased. The Town Council must approve all memorials and inscriptions including those for babies under 1 year old where the Council holds the Exclusive Right of Burial.

Headstones only are permitted on the lawn section plot numbers X1 - X325

All memorial sizes must be in accordance with the Cemetery Regulations.

- | | |
|---------------------------------------------------------------------------|------------------|
| a Headstone | £151.00 + VAT |
| b Kerb sets including Headstone | £330.00 + VAT |
| c Kerb sets or book | £178.00 + VAT |
| d Tablet - Garden of Remembrance | £151.00 + VAT |
| e Plaque - Cloistered Remembrance Wall
(single size) - 25 year licence | £151.00 + VAT |
| f Plaque - Cloistered Remembrance Wall
(double size) - 25 year licence | £196.00 + VAT |
| g Additional inscription | £ 51.00 + VAT |
| h Vase memorial only | £ 62.00 + VAT |
| i Rose tree | £ 84.00 inc .VAT |

6 OTHER CHARGES

- | | |
|---------------------------------------------------------------------------------|-----------------|
| a Cemetery maintenance charge
Applicable for all burial and ashes interments | £ 93.00 + VAT |
| b Fee for search of burial records | £ 10.00 inc.VAT |
| c Transfer of the Deed of Exclusive Rights of Burial | £ 40.00 + VAT |

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Meeting of the Environment & Leisure Committee

21st August 2017

Agenda Item 6.1

Articles of Association of College Place Residents Limited – relating to Old Timbers Lane

1.0. Summary

- 1.1. The report details the Constitution of the Management Company in respect of Old Timbers Lane as part of the development of the Old Convent Site.

2.0. Background

- 2.1. The attached report of the 3rd March 2014, details the situation regarding the Old Convent Site development and the upgrading of Old Timbers Lane. It also contains a recommendation to the General Purposes Committee from the Environment & Leisure Committee regarding Old Timbers Lane.
 - 2.2. The report details the proposed cost of upgrading the lane as part of a joint scheme with the developers of the Old Convent Site and the Diocese at a total cost of £33,000.
 - 2.3. The General Purposes Committee agreed to fund any possible shortfall from the Council's reserves.
 - 2.4. The report also contained details of the proposed future maintenance of the lower section of the lane after the development was complete. It was proposed that this would be equally divided between the residents of the development and the Town Council and should the school and church revert to the original plan and use the lane for vehicular egress they would also be required to pay a share.
 - 2.5. A management company was to be established for residents to pay into a fund purely for their contribution towards the future maintenance of the lane.
 - 2.6. An Agreement between the Town Council and the developer was signed by the Council in November 2014 confirming the above.
- ##### **3.0. Management Company Constitution**
- 3.1. Clause 4 of the Agreement contains provision relating to the formation of a Management Company which will, in the future, be responsible for collecting from the owners of the new houses costs relating to the future maintenance and repair of Old Timbers Lane.
 - 3.2. Clause 4.3. of the Agreement states that prior to the incorporation of the Management Company, a copy of the proposed constitution of the Management Company would be sent to Uckfield Town Council for approval. The developer would also ensure that in any transfer of individual property there are provisions imposing obligations to make the contributions which are binding on any future owner.
 - 3.3. A Company has now been set up, College Place Residents Limited, together with an Article of Association which includes Clause 4.3. above (attached).
 - 3.4. The Town Council is being asked to approve the Articles of Association of College Place Residents Limited in accordance with the provisions of clause 4.3. of the Agreement dated November 2014.

- 3.5. The Town Council's solicitors have confirmed that these documents are in accordance with the Agreement and that there are no issues relating to the constitution of the management company and can be approved.
- 4.0. Recommendation**
- 4.1. Members are asked to note the report and approve the Articles of Association of College Place Residents Limited in accordance with the provisions of clause 4.3. of the Agreement dated 14th November 2014.

Contact Officer: Christine Wheatley

Meeting of the General Purposes Committee

28th April 2014

Agenda Item 4.5.

TO CONSIDER THE RECOMMENDATION FROM THE ENVIRONMENT AND LEISURE COMMITTEE OF THE 3RD MARCH 2014.

1.0 Summary

- 1.1 The report from the Environment and Leisure Committee on Old Timbers Lane is reproduced below together with the minutes and recommendations from that committee.

2.0 Background

- 2.1 *Members will recall at the last meeting that the developer of the Old Convent site had confirmed that they would be willing to resurface the top part of Old Timbers Lane, although not to highway standard*
- 2.2 *Should the Town Council want the lane to be made up to a highway standard it would cost an estimated £33,000. It was suggested that this could be funded between the developer, the Town Council and the Diocese, although the Diocese had not been consulted.*

3.0 Proposal

- 3.1 *The developer has received confirmation from the vendors agent that the Diocese would be willing to contribute to the additonal cost of upgrading the top section of OTL, and it is understood that this would be to the same 'full' specification that is to be utilised on the lower section of the lane (rather than simple making good and resurfacing). A copy of the specification is attached for our information and agreement.*

This will also include road kerbs on the north side of the lane where the tarmac currently abuts the verge and a speed hump (location to be agreed).

- 3.2 *The estimated cost of making up the top section of OTL is £33,000. This will be the maximum cost, and any savings will be split between the 3 parties.*

4.0 Future Maintenance

- 4.1 *The developer also thinks it would be useful at this stage to consider the future maintenance of OTL, in particular the lower section which will be shared by residents of the new development, users of the Victoria Pleasure Ground and, possibly, parents and teachers of St Philips Primary School and the church.*
- 4.2 *He also states that it is understood that the Governors of the school may soon be submitting an application to Wealden District Council and ESCC to permanently change the status of the existing access road to the school to a 2-way road, thus negating any use of the proposed road through the development and OTL for anything other than access for emergency vehicles.*

He confirms that should this be the case the road through the development will be gated to bar vehicular access through OTL. The gate will be fitted with a fire brigade padlock to allow emergency access. This would significantly reduce projected traffic flows in OTL, but would excuse the school from any liability for future maintenance of the lane.

- 4.3 *Following completion of the OTL improvement works they expect the road surface to last for many years without the need for any maintenance other than occasional cleaning of gullies and drains to prevent blockages and overflowing surface water.*

- 4.4. *It is proposed that a management company will be established for the benefit of residents on the new development, and the proposal will be that a set amount will be collected annually from residents (over and above normal running costs for the development) to be set aside purely for any future maintenance cost associated with OTL.*

The developer states:

"Assuming that the school and church are successful in their application to use the existing school road for access and egress, I think it fair to expect the residents of our development and the Council to equally share the costs of any future maintenance of the lower section of OTL (east of the junction with the development road)".

"If the school and church were to revert to the original plan and use OTL for vehicular egress, they would also be required to pay an equal share of the upkeep, and this will be written into our contract with them".

"I am aware that there are a limited number of other parties that use the lane for vehicular access and who could be requested to pay a 'share' but in practice this may be difficult and costly to enforce".

5.0. Budget

- 5.1. *The Committee is aware that a sum of £10,000 has been set aside by the Council for future maintenance of Old Timbers Lane in the 2013/2014 budgets and should the scheme progress the balance could be funded from Reserves subject to the General Purposes Committee's agreement.*
- 5.2. *Although some emergency pothole repairs took place last year to the top section of the lane these have yet again deteriorated in the recent bad weather showing that repairs alone are insufficient.*

6.0. Recommendation

- 6.1. *Members are asked to note the above report and instruct the Clerk accordingly.*

7.0 Subsequent minute and resolutions of the Environment and Leisure Committee

7.3. Old Timbers Lane

It was stated that this would be a one-off opportunity to have the lane up-graded as the Council had spent substantial amounts in the past to repair the lane including potholes.

EL.056.03.14 - Following further discussions it was RESOLVED:-

- a) to proceed with the proposals for the resurfacing of the top part of Old Timbers Lane at to a total cost of £33,000. This is to be equally divided between the three parties.*
- b) that the request for a temporary access from Victoria Pleasure Ground to St Phillips Catholic Primary School be granted.*

EL.057.03.14 - It was RESOLVED to recommend to General Purposes Committee that any shortfall for upgrading the lane be taken from reserves.

Background Papers Minutes of the Environment and Leisure Committee of the 3rd March 2014
Contact Officer Christine Wheatley



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number 10210686

The Registrar of Companies for England and Wales, hereby certifies that

COLLEGE PLACE RESIDENTS LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales.

Given at Companies House, Cardiff, on **2nd June 2016**.

The above information was communicated by electronic means and authenticated by the
Registrar of Companies under section 1115 of the Companies Act 2006

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Company Number: 10210686

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

College Place Residents Limited

Incorporated on 2nd June 2016

**D & D Law Agency Services Limited
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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

College Place Residents Limited

1. PRELIMINARY

- 1.1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles").
- 1.2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 Model Articles 3, 9(2), 14, 17(1), 18(d) and (e), 19(5), 26(5), 28(3) and 44(4) do not apply to the Company.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

2. DEFINED TERMS

- 2.1 Model Article 1 shall be varied by the inclusion of the following definitions:-

"appointor" has the meaning given in Article 10.1;

"Managed Property" has the meaning given in Article 3.1;

"secretary" means the secretary of the Company, if any, appointed in accordance with Article 9.1 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"transferor" has the meaning given in Article 12.4;

"unit" means any commercial or residential unit comprised in any property held, managed or administered by the Company;

"unitholder" means the person or persons to whom a lease of a unit has been granted or assigned or the person or persons (other than the Company) who holds the freehold of a unit and so that whenever two or more persons are for the time being unitholders of a unit they shall for all purposes of these Articles be deemed to constitute one unitholder; and

"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial

Dealings Act 1971 in the part of the United Kingdom where the Company is registered.

3. OBJECTS

3.1 The Company's objects are:-

- (a) to acquire, hold, manage and administer the freehold or leasehold property or properties known as 1 to 5 and 6 to 18 (even numbers) College Place, Uckfield, East Sussex, TN22 5FE, 7 and 9 New Place, Uckfield, East Sussex, TN22 5DJ and Old Timbers Lane, Uckfield, East Sussex including without limitation to the generality of the foregoing any common areas, gates, roads, accessways, footpaths, parking areas, drains, sewers, lighting, security and associated facilities ("the Managed Property") either on its own account or as trustee, nominee or agent of any other company or person;
- (b) to acquire and deal with and take options over any property, real or personal, including the Managed Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (c) to collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Managed Property or any part of it;
- (d) to provide services of every description in relation to the Managed Property and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Managed Property and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Managed Property and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents accordingly;
- (e) to insure the Managed Property or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against; and
- (f) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.

4. DIRECTORS' GENERAL AUTHORITY

- 4.1 The directors of the Company have control over the affairs and property of the Company and are responsible for management of the Company's business. The directors have authority to exercise any powers of the Company which are

necessary and/or incidental to the promotion of any or all of the objects of the Company set out at Article 3.1.

5. PROCEEDINGS OF DIRECTORS

- 5.1 Unless otherwise determined by members by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two.
- 5.2 Subject to Article 5.3, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- 5.3 If the directors propose to exercise their power under section 175(4)(b) of the Companies Act 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- 5.4 Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:-
- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
 - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

6. UNANIMOUS DECISIONS

- 6.1 Model Article 8(2) shall be amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place. Model Article 8(2) shall be read accordingly.

7. APPOINTMENT OF DIRECTORS

- 7.1 Save for persons who are deemed to have been appointed as the first directors of the Company on incorporation pursuant to section 16(6) of the Companies Act 2006, no person who is not a member of the Company is eligible to hold office as a director.
- 7.2 Any member of the Company who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- (a) by ordinary resolution, or
 - (b) by a decision of the directors.

8. TERMINATION OF DIRECTOR'S APPOINTMENT

8.1 In addition to the events terminating a director's appointment set out in Model Articles 18(a) to (c) inclusive and (f), a person ceases to be a director as soon as:-

- (a) that person is, or may be, suffering from mental disorder and either:-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under mental health legislation for the time being in force in any part of the United Kingdom; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have;
- (b) that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office; or
- (c) he ceases to be a member.

9. SECRETARY

9.1 The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit; and any secretary so appointed by the directors may be removed by them.

10. ALTERNATE DIRECTORS

10.1 (a) Any director (the "appointor") may appoint as an alternate any other director, or any other member approved by a decision of the directors, to:-

- (i) exercise that director's powers; and
- (ii) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

(b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The notice must:-

- (i) identify the proposed alternate; and
- (ii) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of his appointor.

10.2 (a) An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's appointor.

(b) Except as these Articles specify otherwise, alternate directors:-

- (i) are deemed for all purposes to be directors;

- (iii) are liable for their own acts or omissions;
 - (iii) are subject to the same restrictions as their appointors; and
 - (iv) are not deemed to be agents of or for their appointors.
- (c) A person who is an alternate director but not a director:-
- (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and
 - (ii) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution).

No alternate may be counted as more than one director for such purposes.

- (d) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company.
- (e) Model Article 20 is modified by the deletion of each of the references to "directors" and their replacement with "directors and/or any alternate directors".

10.3 An alternate director's appointment as an alternate terminates:-

- (a) when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor would result in the termination of the appointor's office as director;
- (c) on the death of his appointor;
- (d) when his appointor's appointment as a director terminates; or
- (e) when he ceases to be a member.

11. ALLOTMENT OF SHARES

- 11.1 In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded.
- 11.2 No shares may be allotted to any person who is not a unitholder. The number of shares allotted to a unitholder must not exceed the number of units in which the unitholder has a freehold or leasehold interest.

12. TRANSFER OF SHARES

- 12.1 The subscribers to the Memorandum of Association of the Company must be registered as members of the Company in respect of the shares for which they have subscribed. A subscriber may transfer any shares subscribed by him to a person nominated by him in writing to succeed him as a member and any such person (other than a unitholder) so nominated has the same power to transfer the share as if he had himself been a subscriber. Personal representatives of a

deceased subscriber or of any successor so nominated by him have the same rights of transfer.

- 12.2 A mortgagee in possession is entitled to be registered as the holder of a share in place of a unitholder on serving a notice in writing to the Company requesting such registration, together with a certificate confirming that possession has been taken of that unitholder's unit and an official copy of the Charges Register of Title to the unit showing the mortgagee in possession as the registered proprietor of the charge under which possession was taken. On service of such notice and accompanying documents, the unitholder is required to transfer the share held by him in respect of that unit to the mortgagee in possession.
- 12.3 Save as aforesaid, no share may be transferred to any person who is not a unitholder.
- 12.4 If any member of the Company who is a unitholder or a mortgagee in possession (a "transferor") parts with all interest in any unit held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy is required to transfer the share held by the transferor in respect of that unit to the person or persons who become the unitholder of that unit.
- 12.5 Save as is provided in Articles 12.1 to 12.4 above, no unitholder or mortgagee in possession may transfer any shares in the Company.
- 12.6 If the holder of a share (or his legal personal representative or representatives or trustee in bankruptcy) refuses or neglects to transfer it in accordance with this Article, one of the directors, duly nominated for that purpose by a resolution of the board, may be appointed the attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his share to the person or persons to whom the same ought to be transferred hereunder; and the Company may give a good discharge for the purchase money and enter the name of the transferee of the said share in the register of members as the holder thereof.
- 12.7 If a member dies or is adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member of the Company, provided he or they shall for the time being be a unitholder.
- 12.8 The directors must refuse to register any transfer of shares made in contravention of any or all of the provisions of this Article 12, but otherwise the directors have no power to refuse to register a transfer of any shares.

13. WRITTEN RESOLUTIONS OF MEMBERS

- 13.1 (a) Subject to Article 13.1(b), a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company.
- (b) The following may not be passed as a written resolution and may only be passed at a general meeting:-
- (i) a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office; and

- (ii) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office.

- 13.2 (a) Subject to Article 13.2(b), on a written resolution, a member has one vote in respect of each share held by him.
- (b) No member may vote on a written resolution unless all moneys currently due and payable by (i) that member to the Company or (ii) any unitholder from whom that member acquired his shares have been paid.
- (c) If no unitholder exists in respect of any unit, those members who are subscribers to the Memorandum of Association or who became members as a result of having been nominated under Article 12.1 above or, if there is only one such member or person nominated under Article 12.1 above, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have on a written resolution, three votes in respect of every unit in addition to their own vote or votes as members.

14. NOTICE OF GENERAL MEETINGS

- 14.1 (a) Every notice convening a general meeting of the Company must comply with the provisions of:-
- (i) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting; and
 - (ii) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies.
- (b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company.

15. QUORUM AT GENERAL MEETINGS

- 15.1 (a) If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum.
- (b) If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum.
- (c) Model Article 41(1) is modified by the addition of a second sentence as follows:-

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefor or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved."

16. VOTING AT GENERAL MEETINGS

16.1 (a) Subject to Articles 16.2 and 16.3 below, on a vote on a resolution at a general meeting on a show of hands:-

- (i) each member who, being an individual, is present in person has one vote;
- (ii) if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote; and
- (iii) if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Companies Act 2006, one vote.

(b) Subject to Articles 16.2 and 16.3 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him.

16.2 No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of shares held by that member unless all moneys currently due and payable by (i) that member to the Company or (ii) any unitholder from whom that member acquired his shares have been paid.

16.3 If no unitholder exists in respect of any unit, those members who are subscribers to the Memorandum of Association or who became members as a result of having been nominated under Article 12.1 above or, if there is only one such member or person nominated under Article 12.1 above, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have three votes in respect of every unit in addition to their own vote or votes as members.

16.4 (a) Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the "." after the word "resolution" in Model Article 44(2)(d) and its replacement with "; or" and the insertion of a new Model Article 44(2)(e) in the following terms:-

"by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right".

(b) A demand for a poll made by a person as proxy for a member is the same as a demand made by the member.

16.5 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs.

17. DELIVERY OF PROXY NOTICES

17.1 Model Article 45(1) is modified, such that a "proxy notice" (as defined in Model Article 45(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than

48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote; and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.

18. COMMUNICATIONS

18.1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website.

18.2 (a) A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.

(b) If any share is registered in the name of joint holders, the Company may send notices and all other documents to the joint holder whose name stands first in the register of members in respect of the joint holding and the Company is not required to serve notices or other documents on any of the other joint holders.

18.3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.

(b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.

(c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.

(d) For the purposes of this Article 18.3, no account shall be taken of any part of a day that is not a working day.

19. COMPANY SEALS

19.1 Model Article 49(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.

19.2 Model Article 49(3) is modified by the deletion of all words which follow the ",", after the word "document" and their replacement with "the document must also be signed by:-

(a) one authorised person in the presence of a witness who attests the signature; or

(b) two authorised persons."

20. TRANSMISSION OF SHARES

20.1 All the Articles relating to the transfer of shares apply to:-

- (a) any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1); and
- (b) any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),

as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

21. RULES

21.1 (a) The directors may make such rules as they consider necessary or convenient for the proper conduct and management of the Company. In particular, and without prejudice to the generality of the foregoing, the directors may make rules regulating:-

- (i) the conduct of members of the Company in relation to one another, and to the Company's officers and employees;
- (ii) the setting aside of the whole or any part or parts of any property managed or administered by the Company at any particular time or times or for any particular purpose or purposes;
- (iii) the procedure at general meetings and meetings of the directors and committees of the Company (in so far as such procedure is not governed by these Articles); and
- (iv) any and all other matters as are commonly the subject matter of company rules.

(b) The directors must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules made under this Article.

(c) Any rules made by the directors under this Article will be valid and binding as against all members of the Company for so long as such rules are in force.

(d) The Company in general meeting may alter or repeal any rules made by the directors in accordance with this Article.

21.2 Nothing in this Article permits the directors of the Company to make any rules which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or agreement to which Chapter 3 of Part 3 of the Companies Act 2006 applies.



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Meeting of the Environment & Leisure Committee

21st August 2017

Agenda Item 7.1

Uckfield Millennium Green boundary with Ridgewood Recreation Ground

1.0. Summary

- 1.1. The report details access issues between Ridgewood Recreation Ground and the Millennium Green.

2.0. Background

- 2.1. The attached report from the Uckfield Millennium Green Trust explains the current situation regarding an unauthorised access from Ridgewood Recreation Ground to the Green.
- 2.2. Groundstaff erected a fence to deter the access from being used but this was knocked over and despite being re-erected the route continues to be used by the public.
- 2.3. The Trust have also mentioned the poor state of the boundary fence in general which is the responsibility of the Town Council.

3.0. Proposal

- 3.1. The proposal from the Trust is to allow the unauthorised access to become permanent by means of a Licence between the Trust and Uckfield Town Council. They have also suggested three types of gates and adjacent fencing that would be acceptable to them.
- 3.2. The Trust have also pointed out the poor state of the boundary fence in general and have made a suggestion on suitable fencing should the Town Council wish to replace this.
- 3.3. Should the Committee agree to the proposal by the Trust regarding the gate, costings could be obtained for the three examples and the preferred option funded from the fencing budget.
If the long-term proposal is to replace the boundary fence costings could be obtained and put forward for consideration at the 2018/2019 budget meeting.

4.0. Recommendation

- 4.1. Members are asked to note the report and consider the following:
 - a) Agree to enter into a Licence agreement between Uckfield Town Council and the Uckfield Millennium Green Trust regarding the unauthorised access from Ridgewood Recreation Ground to the Uckfield Millennium Green, and provide a gate and adjacent fencing to the Trusts specification;
 - b) Agree preferred option for gate
 - c) Obtain quotes for re-instating the existing boundary fence for consideration at the 2018/2019 budget meeting.

Contact Officer: Christine Wheatley

Uckfield Millennium Green

Proposed new access from the Ridgewood Recreation Ground

Background

The Millennium Green has two entrances, one is via Shipreed Lane, which is owned by the Trust whilst the other is accessed across the Ridgewood Recreation Ground from the Ridgewood Village Hall car park. Whilst both entrances have been constructed to meet Accessibility criteria, the access path from the Ridgewood Village Hall car park has now deteriorated to a narrow track that is barely passable on foot in places.

Over a number of years the poor state of both the path and the fence between the Ridgewood Recreation Ground and the Millennium Green has encouraged people to create new entrances onto the Millennium Green.

The fence is the responsibility of Uckfield Town Council who have, at various times, reinstated the boundary fence when new, unauthorised access points have been created onto the Green.

Unauthorised access points are of particular concern as they allow motor bikes to enter the Green causing damage to the steep walls in the ecologically sensitive old clay pits.

The use of the latest, unauthorised access has been exacerbated by the creation of new mown paths on the Ridgewood Recreation Ground that leads straight to the opening. Whilst mowing has now stopped, people still think that the Council has approved the access.

Whilst a (poor) fence has been erected across the unauthorised gap, it appears that there is a campaign to make the opening permanent as the fence has been flattened several times.

Proposal

Like UTC and WDC, the trustees are keen that people do get out, walk, enjoy the countryside and generally feel better. We would rather people walked the extra 20metres to the proper entrance to the Green than create short cuts.

That said, we do recognise the waste of resources in continually erecting bits of fencing.

The Trustees are therefore (reluctantly) willing to grant a Licence to UTC to create an additional gated entrance, to our specification onto the Green from the Ridgewood Recreation Ground at a location indicated in Appendix A.

Details

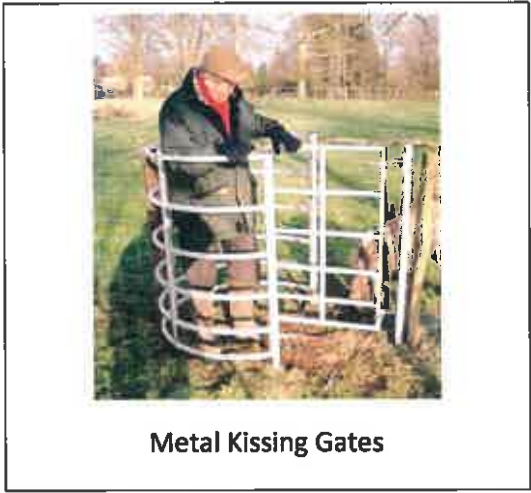
Any new access shall allow the passage of pedestrians and dogs but not allow entry to wheeled vehicles who already have two suitable entrances.

Our existing entrances are of a kissing gate format, made from wood but a metal kissing gate would also be satisfactory. We would also accept a wooden stile provided a facility for dog entrances is provided.

The following illustrations are examples from the Jackson Fencing catalogue and show formats that would be acceptable.



Wooden Kissing Gates



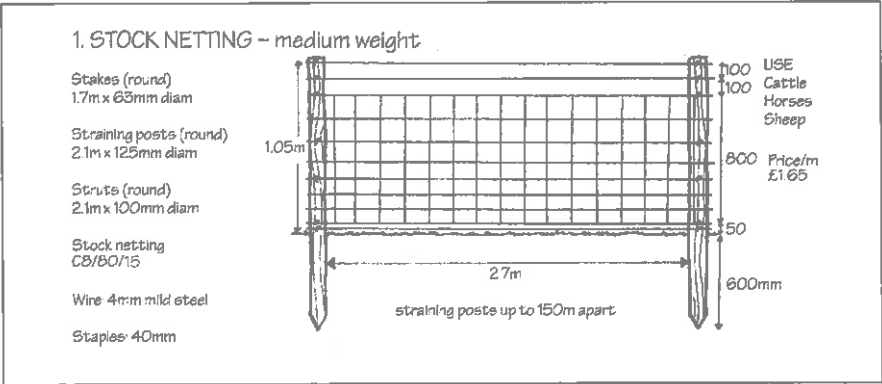
Metal Kissing Gates



Stile with dog gate

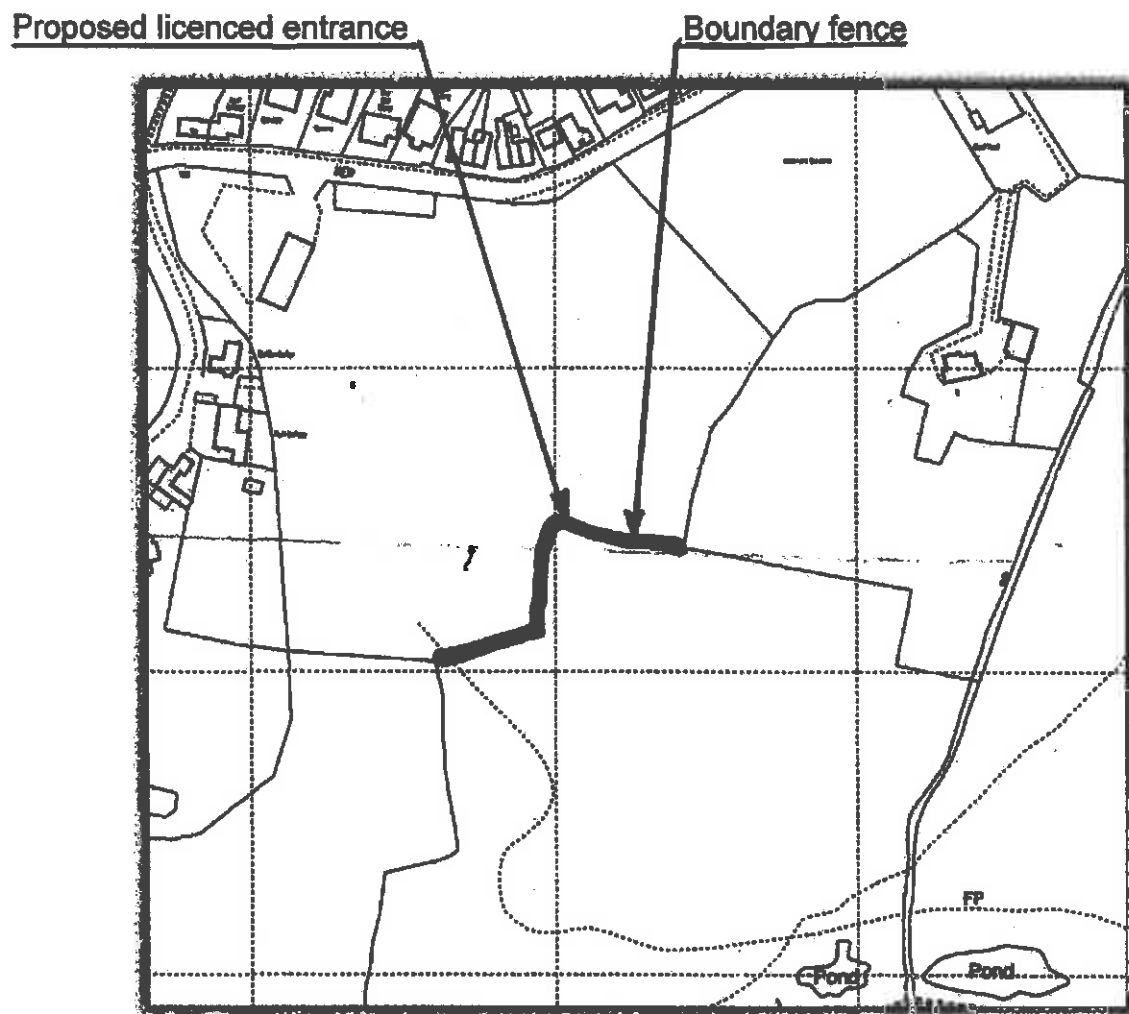
The original fence line was of a post and strained wire construction with a stock netting fitted. Because of its very poor state, this type of fence would need to be installed along the entire fence line outlined on the area map at Appendix A.

Details of a suitable fence construction are set out below. Obviously suitable strainer posts (not illustrated) will also need to be installed to ensure the integrity of the fence.



The construction of all existing fences, gates, etc. on the Millennium Green have been in accordance with the specifications laid out in the publication *BTCV Fencing – a practical handbook*. ISBN 0 946752 29 X

Appendix A – map of area



Meeting of the Environment & Leisure Committee

21st August 2017

Agenda Item 7.2

Lewes Road Twinning Sign

1.0. Summary

- 1.1. The report details the current situation regarding the siting of the twinning sign in Lewes Road.

2.0. Background

- 2.1. Earlier this year the Town Council replaced all the town's twinning signs to incorporate the french town of Arque la Bataille.
- 2.2. East Sussex Highways manufactured and installed the signs including the sign in Lewes Road. The original location in Lewes Road was no longer suitable as the new sign was much larger and this was moved to the opposite side of the road and erected near to the Horstedpond Farm entrance.
- 2.3. East Sussex received a complaint stating that the sign in its new location was impeding visibility from the farm entrance, and following a highway visit was removed. There was also some debate as to whether the sign was actually in the Uckfield or Little Horsted boundary, which has still not been clarified.

3.0. Location

- 3.1. The attached map shows:
 - a) the old sign location;
 - b) the new location, sign currently removed;
 - c) proposed new location, which will be in the same location as the 30mph speed restriction.
- 3.2. East Sussex Highways have stated that due to insufficient room adjacent to the highway the sign can now only be installed at location 'C', although this area could technically be within the Little Horsted boundary. This location will also be the start of the 30mph speed restriction with road markings and red colour surfacing and could form a 'Gateway' feature.
- 3.3. With regards to the 'Ridgewood Village' signs we are still awaiting a costing from East Sussex Highways.

4.0. Recommendation

- 4.1. Members are asked to note the report and agree to the twinning sign in Lewes Road being installed at location 'C'.

Contact Officer: Christine Wheatley

LEWES ROAD

LITTLE HORSTED
ROUNDABOUT

Meeting of the Environment & Leisure Committee

21st August 2017

Agenda Item 7.3

To consider undertaking a Dog Fouling Campaign

1.0. Summary

- 1.1 The Town Council often receives remarks in relation to dog fouling within the town. It has been witnessed on Town Council land (*including recreation grounds, allotments, bordering the tennis courts, next to play areas*), on County Council footpaths and highways and other open spaces.
- 1.2 Instances are few and far between and the majority of dog owners do pick up, but unfortunately the few that don't, create a negative experience for others.
- 1.3 This short report helps to highlight the issues within the town, and requests that the Town Council take action to assist with behaviour change.

2.0. Dog fouling

- 2.1. Hirers of Luxford Field often have to check the field over before holding events to remove any unwanted dog mess. The Grasshoppers Junior Football Club have also commented that they have the same issues at West Park before play can commence. Town Council staff have witnessed dog mess at Ridgewood Recreation Ground and have received complaints of dog mess in allotments, around the Tennis Courts at Victoria Pleasure Ground and near to the play area at Ridgewood.
- 2.2. This behaviour cannot continue. Dog faeces can spread toxocariasis in varying forms which can lead to health problems including fever and abdominal pain, and the least common form of ocular toxocariasis can cause problems with sight and permanent loss of vision if left untreated.
- 2.3. Wealden District Council introduced a Dog Control Order under the Clean Neighbourhoods and Environment Act 2005, for the whole district which came into force in January 2015. As a result of this, signs were placed up in Uckfield particularly around the open spaces owned by the Town Council to advise of these dog control orders. Random patrols are undertaken by the District Council's Street Scene Team and if a member of the public is found to be guilty of this offence, they could be issued with a fixed penalty fine of £75, or be liable on summary conviction of a fine of up to £1,000.
- 2.4. Despite the above dog control orders and notices placed up by the Town Council, dog mess is still found. The Town Council does not operate a separate bin scheme for its own open spaces, due to the costs involved in the collection of this special waste. However dog owners can still use any of the large number of bins that surround each of the Town Council's open spaces which are available for the disposal of litter and dog waste.

3.0. Proposal to undertake a campaign

3.1 There are a number of behaviour change techniques now being used to try and alter the behaviour of people in regards to littering or dog waste. Although unlikely to change the behaviour of all, it is likely to influence the behaviour of some.

3.2 Keep Britain Tidy run a national campaign which focuses on '*there's no such thing as a dog poo fairy.*' Local authorities and community groups can apply for campaign materials (posters etc) for a small fee.

Bag and flag campaigns have also been undertaken in Tonbridge & Malling Borough, and Tunbridge Wells Borough in their hotspot areas and have been seen to be effective. Tonbridge & Malling Borough ran this alongside a campaign...'*any bin will do*' to remind members of the public, that you can dispose of dog waste in any bin. Bag and flag events have resulted in a 40% - 60% reduction in these hotspot areas for other local authorities, it would therefore be worth trying to run a similar campaign here in Uckfield in an attempt to reduce dog fouling.

4.0. Recommendation

4.1. Members are asked to note the above report and advise the Clerk if they wish to proceed with this low cost but effective proposal.

Contact Officer:

Holly Goring/Christine Wheatley

Meeting of the Environment & Leisure Committee

21st August 2017

Agenda Item 8.1.

Hughes Way Play Area Update

1.0. Summary

- 1.1. The report details the current situation regarding the upgrade of the Hughes Way Play Area.

2.0. Background

- 2.1. Members will recall that HAGS/SMP have been appointed to upgrade the play area at Hughes Way.
- 2.2. We have been advised that it is anticipated that the equipment will arrive from the manufacturers towards the end of September. An on-site meeting with the contractors is being arranged for early-mid September to discuss the management of the installation. This is to include hours of work, site access etc. It is anticipated that works will commence mid-October, however a date has yet to be confirmed.
- 2.3. A letter and design plans of the chosen scheme have been circulated to all nearby residents to keep them informed.

3.0. Recommendations

- 3.1. Members are asked to note the above report.

Contact Officer:

Christine Wheatley

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Meeting of the Environmental & Leisure Committee

Monday 21st August 2017

Agenda Item 9.2.

From: The Road Safety Day (2018) Working Group

1.0 Summary

Schools are to be advised of the conditional date for Road Safety day in 2018 at start of the Autumn term. The working group has met to review the content of the event in view of the decision of some previous participating organisations to no longer attend the day.

2.0 Action Points

- 2.1 All Schools to be informed by end of second week of September of the conditional date for 2018 to confirm attendance and potential numbers /year groups.
- 2.2 All the participating organisations in 2017 to be informed of the conditional date for 2018 and their continued support to be confirmed
- 2.3 The working group has had initial discussions about possibly widening the content of the day to include other areas of personal safety, for example cycling, for the years 3 / 4 pupils that attend. The principle of the interactive style of the event combining fun with learning is core to the day and will not change. It might be difficult to find such organisations that work with such an age range and can offer the interactive element of learning but every effort will be made to do.

WDC is to be consulted to get their suggestions. All the attending schools are to be engaged to seek their ideas and suggestions for new events. The national child safety campaigns are to be reviewed to find what might be available.

The committee will be updated at their next meeting

Road Safety Working Group

Chair	Cllr. Ian Smith
Support	Cllr. Paul Sparks
Co-ordinator	Cllr. Paul Meakin

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To: Environment and Leisure Committee, 21 August 2017

Agenda Item 9.3.

From: Speed Indication Device Working Group

1. Colleagues may recall that the impetus behind formation of this Working Group was that the County Council had advised Local Councils that a Speed Indicator Device (SID) was available on loan from the County Council.
2. The Working Group has established contact with the County Council Officer who is overseeing this arrangement.
3. This new SID has no additional features to those which were available on the SID that the Town Council had obtained several years ago and which is now unusable and beyond repair.
4. SID can only be used at locations that have been risk assessed by the County Council Officer, and although there are locations in the town that have been previously assessed, the Officer has said that they must be re-assessed due to the passage of time.
5. Once locations have been approved the task can begin to train a team or teams to operate SID, and then a schedule of usage can be drawn up.

13 August 2017

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To: Environment and Leisure Committee, 21 August 2017

Agenda Item 10.8

From: Councillors D French and I Smith

Active Uckfield

1. Colleagues may recall that the Active Uckfield Working Group, on which we are the Town Council's representatives, organised an 'Open Day' at the Victoria Pleasure Ground on 23 July, which provided an opportunity for town residents to try out a variety of sports.
2. Unfortunately neither of us was available to attend the debrief meeting, and this report is based on information received from those who did attend.
3. The event was widely advertised via publicity through local schools, by roadside posters and signs, and by advertising on Uckfield FM.
4. The assessment was that there had been a reasonable attendance, but numbers may have been reduced by the poor weather on the day and the decision to close early due to heavy rainfall.
5. Unfortunately some clubs failed to appear on the day, which meant that it became difficult to resource the volunteer support team.
6. It was apparent from asking around the town that many people had been aware of the event, and the organisers were reasonably satisfied by the outcome.
7. The Working Group's next meeting is on 4 September at the Highlands Inn from 7pm.

13 August 2017

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