



Leigh-on-Sea Town Council

71-73 Elm Road, Leigh-on-Sea, Essex SS9 1SP - Tel: 01702 716288
council@leighonseatowncouncil.gov.uk www.leighonseatowncouncil.gov.uk

Chairman: Cllr Carole Mulroney
Vice Chairman: Cllr Caroline Parker
Town Clerk: Paul Beckerson



Notice is hereby given that the next meeting of the **Allotments Committee** of the Leigh-on-Sea Town Council will take place on **Wednesday 16th January 2013 in Room 6, Leigh Community Centre, 71-73 Elm Road, Leigh-on-Sea, at 7.30pm**, when it is hoped to transact the following business:

Agenda

1. CHAIRMAN'S OPENING REMARKS
2. APOLOGIES FOR ABSENCE
3. DECLARATION OF MEMBERS' INTERESTS
4. TO APPROVE MINUTES OF MEETINGS OF 19th December 2012
5. QUESTION FROM CLLR BROMFIELD
"Would the Chairman agree that a Service Contract for grass cutting on the allotments costing £750 per year, is better value than any other option on offer? And that value for money should be a major consideration? Would the Chairman also agree that the duty of care that Leigh Town Council has relating to Health and Safety on the Allotments is the same whether a service contract or grant is in place for allotment maintenance work as both would have service standards applied (in line with the advice from the Health and Safety Executive).

Would the Chairman also agree that meetings / discussions with third parties about contracts / grants should be via members that have the approval of the Allotment Committee and or Council, as this would reduce the risk of confusion with third parties, and would not undermine the Committee process of Leigh Town Council"
6. TO CONSIDER THE DEVOLVING ALLOTMENTS MAINTENANCE REPORT AND ITS RECOMMENDATIONS (Appendix 1)
7. TO CONSIDER DRAFT ALLOTMENT SERVICE AGREEMENTS (Appendix 2)
8. TO APPROVE HEDGECUTTING CONTRACT (ISS WATERERS) FOR 2012/13 TO BE TAKEN FROM THE STAFF COSTS BUDGET £950
9. WRITTEN REPORTS FROM SITE REPRESENTATIVES ON ITEMS NOT COVERED ABOVE
 - a) Marshall Close (Appendix 3)
 - b) Leigh Allotments
 - c) Manchester Drive (Appendix 3)
 - d) Orchard (Appendix 3)
10. BUDGET – Report 2045/Allot (Appendix 4)
11. CORRESPONDENCE (Appendix 5)

Paul Beckerson
Town Clerk
10th January 2013
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Any member who is unable to attend the meeting should send their apologies before the meeting.

1. Preamble

- 1.1. The report titled “*Towards a New Council Structure*” outlined an alternative way in which services could be delivered once the management of the Community Centre had been taken over by the Council. The alternative approach proposed in this report was endorsed by Council at its meeting on 11th July 2012.
- 1.2. With regards the Allotments service, the report proposed that certain elements of the maintenance work could be devolved and the residual elements could be performed by a newly formed Integrated Work Force (IWF) under the direction of the Community Centre Manager.
- 1.3. The alternative approach proposed that hedge trimming and grass cutting, the most significant part of the work required on the allotments, and the first stage of plot letting on the Leigh site (introducing prospective plot holders to their plot and the rules of tenancy) would be devolved. The residual work – roadway and water tank maintenance, rubbish removal, fence repairs and other minor jobs would be carried out by Council staff.
- 1.4. The changed staffing situation at the Council now means that no member of the IWF is familiar with the work that is done on the allotment sites. It is also apparent that the requirement to visit the sites on an *ad hoc* basis to perform maintenance tasks would be disruptive to the other work of the IWF and in practice would not prove cost-effective.

2. Recommendations

It is recommended that:

- 2.1. All elements of allotments maintenance be devolved with payment being met from rents received;**
- 2.2. An organisation with established expertise be contracted to carry out the hedge trimming;**
- 2.3. Allotments Service Agreements, as described below, be entered into with the Manchester Drive Allotment Society (MDAS), the Leigh Allotments Society (LOSALGA) and representatives from Marshall Close, the Agencies, to provide maintenance services on their respective allotment sites;**
- 2.4. The Allotments budget for the remainder of 2012-2013 be amended as appropriate depending on the effective start date of the ASAs; and**
- 2.5. Any savings to the overall 2012-2013 Council budget resulting from the wider devolvement of allotments maintenance be added to the 2012-2013 Allotments’ Capital Improvements budget head.**

3. Benefits

- 3.1. There will be both financial and organisational benefits resulting from the wider devolvement of allotments maintenance.
- 3.2. Wider devolvement will produce savings to the Allotment Committee’s annual budget in addition to those anticipated though the partial devolvement outlined in the “*Towards a New Council Structure*” report (see confidential Appendix 1).
- 3.3. The Town Clerk is currently directly involved with the day-to-day administration of allotments. Once the maintenance tasks are being managed by the Agencies, it is

expected that a significant part of this time will be freed up to be devoted to other areas of the Council's work.

- 3.4. Under the originally proposed partial devolvement, the maintenance work on the allotments would be fragmented; under wider devolvement this will not be the case as all work, other than the annual hedge trim, will be managed through one source at each site.
- 3.5. 200 hours per year of IWF time will be released for other duties.
- 3.6. Members of the IWF will not have to be trained up in the tasks required for allotments maintenance.
- 3.7. The work of the IWF will not be disrupted by the need to make *ad hoc* visits to the allotment sites.
- 3.8. The Council will not have to provide the necessary maintenance equipment.
- 3.9. It is expected that the direct involvement of ploholders will improve the quality of allotment maintenance and encourage self-help.
- 3.10. It is also expected that devolvement will engender constructive partnerships for the future management of the allotments to the mutual benefit of all parties as well as to the plot holders themselves.

4. Hedge trimming

- 4.1. Hedge trimming will remain the responsibility of the Council which will contract the work out to a suitable organisation. The organisation chosen will have professional hedge cutting equipment and will ensure that hedgerows on all three sites are kept in a suitable state. The hedges concerned are all boundary hedgerows and the hedgerow that runs south from Randolph Close down to the Prittlebrook boundary.
- 4.2. Two organisations have already been approached and a one has already shown their agreement to take on the work.

5. Allotments Service Agreements – Responsibilities of the Agencies

- 5.1. An Allotments Service Agreement (ASA) will be entered into for each of the allotments sites..
- 5.2. The Maintenance Section of the ASAs will describe the work that will be carried out by the Agencies on all three allotment sites. This will consist of:
 - Cutting the grass in common areas including track verges and car parking and car turning areas.
 - Maintaining the water tanks so that all tanks operate at full capacity.
 - Maintaining communal roadways to a suitable standard.
 - Removing rubbish from the site.
 - Clearing brush from encroaching on common areas.
 - Minor works (e.g. fence repairs, pruning) which will, from time to time, be agreed with the Council and which will be separately chargeable.
- 5.3. The ASA with LOSALGA will include the following additional element:
 - Introducing prospective new plot holders to their plot and making them aware of the rules and regulations included in the tenancy agreement.
- 5.4. The Agencies will be responsible for health and safety matters relating to the work of their operatives and will also hold current Public Liability Insurance.

- 5.5. The ASAs will include a requirement that every two months the Agencies provide a return on the condition of their respective site. This return will report on the work carried out over the previous period and will highlight non-regular work that will be required during the course of the next quarter. Longer term issues/proposals will also be raised.
- 5.6. The ASAs will be agreed annually. A three month notice of termination will apply to all parties. Quarterly payment in advance will be made by the Council.
- 5.7. MDAS will continue in its agency role; this is subject to a separate agreement.

6. Allotments Service Agreements – Responsibilities of the Council

- 6.1. The Council will monitor how effectively the allotments maintenance work is being carried out at the regular Allotment Committee meetings and through the bi-monthly returns submitted by the Agencies.
- 6.2. The Council will maintain the water supply on the sites i.e. the pipe network that brings water to the tanks and toilets.
- 6.3. The Council will maintain the boundary fences, gates, trees and hedges. Agreed repairs may be carried out by the Agencies and charged separately to the Council.
- 6.4. Rents from plot holders on the Leigh and Marshall Close sites will continue to be paid directly to the Council.
- 6.5. The dates on which bonfires are permitted will continue to be determined by the Allotments Committee.

7. Skate Park and Farmers Market

- 7.1. Last year approximately 50 hours was spent cutting the grass and weeding in the Skate Park. As proposed in the report "*Towards a New Council Structure*", this work will in future be performed by a jobbing gardener.
- 7.2. Attendance at the Farmers' Market is now provided by the IWF.

8. Financial Summary

- 8.1. The Council will maintain an Allotments Maintenance Fund to provide for those one-off items of expenditure falling with its responsibilities, e.g. tree felling and repairs to water pipes. This Fund will become an ear-marked reserve carried forward at the end of each financial year.
- 8.2. Confidential Appendix 1 shows the budget calculations included in the "*Towards a New Council Structure*" report.
- 8.3. Confidential Appendix 1 also shows:
 - the current budget for 2012-2013,
 - the 2013-2014 budget based on the IWF working 200 hours on the allotments and with the hedge and grass cutting contracted out to a third party
 - the 2013-2014 budget based on the ASA approach.
- 8.4. It is proposed that the overall saving to the Council in 2012-2013 be added to the Allotments Capital Improvements budget head to enable the installation of further sections of security fencing along the northern boundary of the Leigh site.



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Draft Allotments Service Agreement Leigh Allotments Site

1. Overview

- 1.1 This document represents a Service Agreement ('the Agreement') between Leigh-on-Sea Town Council, ('the Council'), and the Manchester Drive Allotments Society, ("the Society") for the provision of allotment maintenance services on the Council's Manchester Drive Allotments site ('the Site') adjacent to Manchester Drive, Leigh-on-Sea.
- 1.2 The Council is the owner of the land at the Site which has been let for cultivation of allotment plots.
- 1.3 This Agreement outlines the scope of the maintenance work that is to be delivered and the responsibilities and obligations of both the Council and the Society.
- 1.4 The Chairman of the Society is authorised by a resolution of the management committee of the Society at a meeting on to sign this Agreement.

2. Aim

- 2.1 The purpose of this Agreement is to devolve to the Society responsibility for the day-to-day maintenance of the Site.
- 2.2 This Agreement serves to strengthen the partnership between the Council and the Society in the delivery of allotment services for the benefit of all ploholders.
- 2.3 By entering into this Agreement the Council and the Society seek to improve the quality of allotment maintenance through the direct involvement of the Society and the ploholders themselves, to encourage self-help through ploholders' engagement with the running of the Site, to provide cost savings to Leigh taxpayers and to promote the interest and benefits of allotment gardening in the local community.

3. The Society's Responsibilities

- 3.1 The maintenance work to be provided by the Society is outlined below.
 - 3.1.1 *Cutting the grass in common areas including track verges and car parking and car turning areas.* To ensure that the grass is kept to an acceptable height, all areas will be cut at least once every three weeks during the period April to October and when appropriate during November to March.

- 3.1.2 *Maintaining the water tanks so that all tanks operate at full capacity.* This maintenance work will involve general repairs, replacing and adjusting ballcocks and taps, clearing blockages and cleaning out the tanks when necessary. Maintenance work should be carried out as expeditiously as possible and no tank should be inoperable for more than one week.
- 3.1.3 *Maintaining communal roadways to a suitable standard.* There are two roadways running north-south across the Site and two east-west roadways to the north and south of the Site. These roadways should be kept in a good state of repair to provide access for light vehicles through the Site. Maintenance work may require the filling of potholes with aggregate or other suitable material. At the discretion of the Society or at the request of the Council, weather conditions may require that roadways are temporarily closed to vehicle use.
- 3.1.4 *Removing rubbish from the site.* Rubbish may build up on common areas during the course of the year. It is the responsibility of the Society to periodically arrange for the removal of this rubbish so as to ensure that the Site remains safe and attractive. NB It is the responsibility of the Council to remove asbestos from the Site (see below).
- 3.1.5 *Clearing brush from encroaching on common areas.* To ensure that roadways, parking areas, car turning areas and other common areas are kept open and clear, it will be necessary to cut back brush, bushes and large weeds as and when required.
- 3.1.6 *Minor works (e.g. fence repairs, pruning).* The Society may undertake minor repairs from time to time at the request of the Council. Such work will be separately chargeable at a price agreed with the Council.
- 3.2 The Society will be responsible for health and safety matters relating to the work undertaken by its operatives and contractors.
- 3.3 The Society will hold current Public Liability Insurance which covers their operatives and contractors.
- 3.4 Every two months the Society will provide a report to the Council outlining the condition of the Site, the maintenance work carried out over the previous two months, a summary of correspondence received from ploholders concerning allotments maintenance, and details of any non-regular work and improvements undertaken. To assist the Council in its forward-planning, the report should also identify future action that may be required outside the scope of this Agreement.

4. The Council's Responsibilities

- 4.1 Without prejudice to its statutory rights, duties and obligations under the letting agreements with individual allotment holders the Council accepts responsibility for and agrees to carry out the following, subject to available resources:-
- 4.2 Maintenance of the existing boundary fences, gates and hedges, carrying out repairs and replacement as necessary.
- 4.3 Boundary hedge trimming and tree maintenance in common areas. The Council will also be responsible for the trimming of the west side of the hedgerow that runs south from Randolph Close down to the Prittlebrook boundary.
- 4.4 Maintenance of the pipework bringing water to the tanks.
- 4.5 Removal of asbestos that has been dumped on the Site.

4.6 Determination of the dates on which bonfires can be lit.

5. Service Monitoring

5.1 It is the aim of the Council that the Site is maintained to a satisfactory level and that the interests of its tenants are safeguarded. To this end the Council will monitor the effectiveness of the maintenance work by means of a bi-monthly report submitted by the Society and by discussion at its regular public Allotments Committee meetings.

5.2 In May and October each year the Council and the Society will carry out a joint inspection of the Site. This inspection will seek to confirm the overall condition of the Site and determine any improvements that could be made.

6. Fees and Termination

6.1 The Council and the Society will agree the annual fee for providing the allotment maintenance service.

6.2 The fee will be paid by the Council to the Society quarterly in advance.

6.3 In addition to the annual fee, the Council will pay the Society for any additional agreed work undertaken by the Society on its behalf. The price for such work will be agreed before the work is undertaken.

6.4 The Council or the Society may terminate this Agreement by giving three months' notice in writing.

Signed on behalf of Leigh-on-Sea Town Council

.....

Date:

Signed on behalf of the Manchester Drive Allotments Society

.....

Date:



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- 2.5 This Agreement serves to strengthen the partnership between the Council and the Association in the delivery of allotment services for the benefit of all ploholders.
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- 3.2 On behalf of the Council, the Association will introduce prospective plottolders to their plot and will make them aware of the rules and regulations included in the tenancy agreement.
- 3.3 The Association will be responsible for health and safety matters relating to the work undertaken by its operatives and contractors.
- 3.5 The Association will hold Public Liability Insurance which covers their operatives and contractors.
- 3.6 Every two months the Association will provide a report to the Council outlining the condition of the Site, the maintenance work carried out over the previous two months, a summary of correspondence received from plottolders concerning allotments maintenance, and details of any non-regular work and improvements undertaken. To assist the Council in its forward-planning, the report should also identify future action that may be required outside the scope of this Agreement.

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- 4.2 Maintenance of the existing boundary fences, gates and hedges, carrying out repairs and replacement as necessary.
- 4.3 Boundary hedge trimming and tree maintenance in common areas.

- 4.4 Maintenance of the pipework bringing water to the tanks.
- 4.5 Removal of asbestos that has been dumped on the Site.
- 4.6 Determination of the dates on which bonfires can be lit.
- 4.7 Maintaining a waiting list of prospective ploholders.
- 4.8 The Council will notify the Association when plots become available for rent and will arrange with the Association when new ploholders can be introduced to their plot.

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- 5.1 It is the aim of the Council that the Site is maintained to a satisfactory level and that the interests of its tenants are safeguarded. To this end the Council will monitor the effectiveness of the maintenance work by means of a bi-monthly report submitted by the Association and by discussion at its regular public Allotments Committee meetings.
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- 6.4 The Council or the Association may terminate this Agreement by giving three months' notice in writing.

Signed on behalf of Leigh-on-Sea Town Council

.....

Date:

Signed on behalf of the Leigh-on-Sea Allotments and Leisure Gardeners Association

.....

Date:

MARSHALL CLOSE ALLOTMENTS

REPORT TO LEIGH TOWN COUNCIL JANUARY 2013

Not much to report, with all paths and plots very wet and boggy, but generally the site is looking quite well worked.

Two fence panels from adjoining houses are down, one being the fence panel discussed in Septembers meeting, which tenants have erected at the far side of the allotments.

Anne Scobie

9th January 2013

MDAS REPORT

We had an excellent Social gathering on Dec 16th when the members were treated to Mulled Wine mince pies etc. A Raffle was taken and combined with other sales during the year we are sending a cheque for over £200 to the Rapid Response Unit at the Hospital. The shop and cafe are now closed till the first weekend in February when we shall be up and running with the Potatoes and Onions ready to chit up.

A hole appeared on the track at the Randolph Close end of the site. This was caused by foxes burrowing. What with the heavy rains and vehicles going over the ground it subsided revealing the passageways made by the foxes. As we had a lot of broken pieces of tarmac on site we were able to fill the hole and make it safe again.

Ashley Hitchcock
Chairman M.D.A.S
8th January 2013

LEIGH ALLOTMENTS ORCHARD GROUP

Orchard Report, January 2013

It is still the quiet season on the orchard, but I can report that a second grass-cutting work party took place at the end of November when we were able to finish the job we started back in October.

The other news of note is that currently (well, last week when I visited) many of the trees had their roots under water, which is not good. Attempts to channel water away from the worst affected trees were largely unsuccessful as channels and holes dug to draw water away immediately filled with water from below! As an indication of the amount of rain we have had, I have a rain gauge in my garden which for 2011, which was a fairly dry year, registered a total of around 16 inches; in 2012 the total was 34 inches!

Assuming water levels have dropped by then, around the end of February we shall get together to apply fertiliser to the trees to help ensure good crops later in the year.

David Hammond
8 January 2013

Heading	2011/12 B/F	Income	Income to Date	Expenditure	Spend to Date	Commitments	Balance	% Spent
Rents								
Manchester Drive		7,776	7205.41				570.59	92.66
Leigh		3,916	3229.00				687	82.46
Marshall Close		410	261.00				149	63.66
Grants			0.00					
MDAS Commission				690				
Affiliations				0	55.00		-55.00	
Plot clearance				40	0.00		40.00	
Rubbish clearance				650	185.32		464.68	28.51
Equipment				500	0.00		500.00	0.00
Water Rates				3,860	2,229.53		1,630.47	57.76
Staff Costs				13,319	6,842.17		6,476.83	51.37
Protective Clothing				0	49.99		-49.99	
Maintenance				860	691.76		168.24	80.44
Miscellaneous				150	8.00		142.00	5.33
Training				100	0.00		100.00	0.00
Vehicle				750	543.95		206.05	72.53
Capital improvements*				2,500	640.00		1,860.00	25.60
Keys			45.00	0	70.00		-70	
Totals		12,102	10740.41	23,419	11315.72			48.32
Nett cost (exp - inc)		11,317			575.31			

Revenue

-4,502

-6,906.86

Capital*

2,500

640.00

The Committee,
Manchester Drive Allotment Society.

4th January, 2013.

For the attention of the Town Clerk.

Dear Sir,

M.D.A.S., was approached in November by Councillor's Holden and Lawrence and asked to consider a new relationship with LTC; viz. Allotment Service Agreement (ASA). This to delegate certain responsibilities to MDAS to be covered by an annual payment.

Duties to include: Grass Cutting
General maintenance of the Site.
Removal of rubbish.
Minor works and repairs of fences, locks etc.

the agreement to be reviewed on an annual basis. As we carry our own public liability insurance for all people on the site and have the services of an insurance broker on the committee, we would, of course, ensure that any contractors were fully insured. After some discussion the MDAS Committee agreed to take on the additional management work this constituted as we felt this would be the best way forward for both parties following the departure of the handyman.

We were, therefore, very surprised to hear that the LTC General Committee had overturned the ASA proposal in favour of an alternative proposal submitted by Councillor Herbert which effectively removes any responsibility from the allotment societies but places an unspecified obligation to carry out voluntary work under the supervision of LTC staff.

This new arrangement loads:

Staff costs.	£4346.00
Vehicle costs	£1000.00
One-off staff training cost	<u>£400.00</u>
	<u>£5746.00</u>

as an overhead on the allotment budget. We believe this is totally unnecessary as there are three senior members of the committee who have plots on the MDAS site and any obvious bad practices would become immediately apparent to them. Although not specified in the ASA agreement there would have to be a small management overhead cost due to the involvement of the Town Clerk and his staff, we would estimate this at less than £1500 per year.

It would appear that the ASA proposal would bring the allotment gardens cost to virtual parity with the income. On Councillor Herbert's proposal there is a negative figure of £4376.00 caused by the imposition of staff overheads and expenses. In effect the management cost is spurious and we utterly fail to understand how this offers any advantage to either LTC or the Societies.

We feel that we have the expertise to manage the site effectively as required by the ASA. The impact of a further tier of management as proposed by Councillor Herbert is an unnecessary complication and expense over an otherwise simple arrangement which is virtually self-checking.

In our own defence we would point out that MDAS has already contributed considerable sums of money to improve the security of the site by purchase of fencing, site safe (container) and installed security lights, DNA marking of many items, and shed alarms.

The MDAS site has won the Borough cup for the best allotments for the past three years, which is indicative of our energy and enthusiasm. We have a well-supported shop and café which are open each weekend which provides practical help for members as required. There is also a free lending and reference library available to members. Two newsletters are produced each year and we have successfully managed the Allotments Open Day for the last two years.

We, therefore, request, in the strongest possible terms, that the ASA(devolution) proposal be implemented as soon as possible and that the alternative proposal of Councillor Herbert be rejected.

For and on behalf of the committee of the Manchester Drive Allotments Society,

Mrs C Wilson, Secretary.