

LEDBURY TOWN COUNCIL

TOWN COUNCIL OFFICES, CHURCH STREET, LEDBURY HEREFORDSHIRE HR8 1DH. Tel. (01531) 632306

Email: clerk@ledburytowncouncil.gov.uk Website: www.ledburytowncouncil.gov.uk

20 September 2022

TO: Councillors Auburn, Beddoes-Davis, Bradford, Chowns (Chair), Eakin, Howells (Town Mayor ex-officio), Manns, Shields, Sims, Sinclair and Whattler

Dear Member

You are invited to attend a meeting of the Environment & Leisure Committee on Thursday, 27 September 2022 at 7.00pm at the Burgage Hall, Church Lane, Ledbury, for the purpose of transacting the business set out below.

Yours faithfully

Angela Price PSLCC, AICCM
Town Clerk

AGENDA

- 1 To receive apologies for absence
- 2 Declarations of Interest

To receive declarations of interest and written requests for dispensations (Members are invited to declare disclosable pecuniary interests and other interests in items on the agenda as required by Ledbury Town Council's Code of Conduct for Members and by the Localism Act 2011)

(Note: Members seeking advice on this item are asked to contact the Monitoring Office at least 72 hours prior to the meeting)

3 The Nolan Principles

(Pages 1393-394)

4 Terms of Reference

(Pages 1395-1396)

5 Public Participation

Members of the public are permitted to make representations, answer questions, and give evidence in respect of any item of business included in the agenda. If you would like to attend the meeting to ask a question on any item on this agenda please contact the Clerk at clerk@ledburytowncouncil.gov.uk to request the meeting link

6 To receive and note the minutes of a meeting of the Extraordinary Environment & Leisure Committee held on 7 July 2022 (Pages 1397-1408) 7 To review Action Sheets (Pages 1409-1410) 8 Cemetery 8.1 That in accordance with Standing Order 23(a), authority be given for the Deeds of Exclusive Right of Burial 715, 716, 717, 718, 720, 723 and 726 to be signed. granting the exclusive right of burial to those named on the interment form 8.2 That in accordance with Standing Order 23(a), authority be given for the Deeds of Exclusive Right of Burial 48 to be signed, granting the transfer of the exclusive right of burial to those named on each transfer request Climate Change Working Party 9 (Pages 141- 1416) 10 Contract for External Groundsman (Pages 1417-1469) 11 Dog Hill Wood (Pages 1470-1476) 11.1 Visit to Dog Hill Wood 11.2 Next Steps: Tree Safety Survey Volunteering Works The Quarry Tree Felling Costs 11.3 Geological Signs 12 **Cemetery Update** (Pages 1477-1482) 12.1 Ongoing Works Cemetery Chapel - costs 12.2 12.3 Outside Organisations - update 13 October Fair (Pages 1483-1485) 13.1 First Aid Providers Traffic Management 13.2 14 **Recreation Ground**

14.1

14.2

Zip Wire

14.3 Skate Park 14.4 Basketball Court

14.5 Shelter

Cantilever Tyre Swing

(Pages 1486-1492)

15 Market House/Council Offices – Repairs/Timber

15.1 Repairs/Timber Assessment

15.2 Portable Stairlift

15.3 Signage (Pages 1493-1504)

16 Memorial Garden for Mayors/Councillors (Page 1505)

17 Proposed Tree Planting (Pages 1506-1513)

18 Consideration of Items of 202/24 Budget (Pages 1514-1523)

19 Christmas Lights (Page 1524)

20 Working Parties

- 20.1 To receive and note the minutes of the meeting of the Events Working Party held on Thursday, 21 July and Thursday, 18 August 2022 and consider any recommendations therein (Pages 1525-1529)
- 20.2 To receive and note the minutes of the meeting of the Climate Change Working Party held on Wednesday, 10 August 2022 and consider any recommendations therein (Pages 1530-1537)

21 Date of Next Meeting

Date of the next meeting of the Environment and Leisure Committee to be held on Thursday, 17 November 2022

Distribution:

Full agenda to: -

Committee members (11)

Town Mayor (ex-officio)

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LEDBURY TOWN COUNCIL

ENVIRONMENT & LEISURE COMMITTEE	15 SEPTEMBER 2022	AGENDA ITEM NO. 3	
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THE SEVEN PRINCIPLES OF PUBLIC LIFE (NOLAN PRINCIPLES)

1. Selflessness

Holders of public office should act solely in terms of the public interest.

2. Integrity

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

3. Objectivity

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

4. Accountability

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

5. Openness

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

6. Honesty

Holders of public office should be truthful.

7. Leadership

Holders of public office should exhibit these principles in their own behaviour and treat others with respect. They should actively promote and robustly support the principles and challenge poor behaviour wherever it occurs.

TERMS OF REFERENCE

ENVIRONMENT AND LEISURE COMMITTEE

QUORUM – The quorum of the Environment & Leisure Committee shall be agreed by the Committee and recommended to Full Council for agreement.

The Environment & Leisure Committee Quorum will be three.

UNDER DELEGATED POWERS

- 1. To monitor the administration of the day to day running of the Market House, Painted Room, Cemeteries and Community Facilities under the control of the Council.
- 2. To be responsible for the maintenance of the vehicles and machinery, in connection with the Council services.
- 3. To implement the works programme of the Council in respect of the Market House Hall, Cemeteries and Community Facilities.
- 4. To authorise the Clerk to carry out all the of the Councils statutory functions with regard to the Cemeteries in line with the Council's responsibilities as a burial authority.
- 5. To review the fees in respect of the Cemeteries and Market House, subject to not exceeding an increase above the Consumer Price Index (CPI).
- To monitor the Climate Change Declaration.

BY WAY OF RECOMMENDATIONS TO FULL COUNCIL OR THE FINANCE, POLICY & GENERAL PURPOSES COMMITTEE.

- 1. To consider public representation relating to the provision of services provided by the Council in respect of the Environment and Leisure and to make recommendations where appropriate.
- 2. To contribute to the formulation and implementation of the corporate plan, making appropriate recommendations.
- 3. To make recommendations regarding the purchase of vehicles in connection with the Council's services
- 4. To make recommendations on any increase in the fees in respect of the Cemeteries and Market House with exceed the CPI.
- 5. To make recommendations on the expenditure of monies in respect of services/purchases of goods or equipment etc. for the Halls, Cemeteries and Community Facilities which exceed its budget allocations.

- 6. To make recommendations on any repairs and expenditure in respect of the Listed Buildings under the Council's Management.
- 7. To feed into the annual budget setting cycle.

LEDBURY TOWN COUNCIL

MINUTES OF AN ENVIRONMENT AND LEISURE COMMITTEE MEETING HELD ON 7 JULY 2022

PRESENT:

Councillors Bradford, Chowns, Morris, Shields, Sinclair, Troy and

Whattler

ALSO PRESENT: Julia Lawrence - Deputy Town Clerk

Charlotte Barltrop - Minute Taker

E268 ELECTION OF CHAIR FOR THE 2022/23 MUNICIPAL YEAR

RESOLVED:

That Councillor Stephen Chowns be duly elected as Chair of the Environment and Leisure Committee for the 2022/23 municipal year.

Councillor Chowns asked the Committee to observe one minute silence in respect of the late Councillor Dee Knight, who had been Vice Chair to the Environment and Leisure Committee, adding that she was hard working and always showed great enthusiasm.

E269 APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillors Auburn, Beddoes-Davis and Howells.

E270 DECLARATIONS OF INTEREST

None Received.

E271 THE NOLAN PRINCIPLES

RESOLVED:

That the Nolan Principles were received and noted.

E272 ELECTION OF VICE-CHAIR FOR THE 2022/23 MUNICIPAL YEAR

RESOLVED:

That Councillor Nina Shields be duly elected as Vice-Chair of the Environment and Leisure Committee for the 2022/23 municipal year.

E273 TERMS OF REFERENCE

Members of the Environment and Leisure Committee agreed that quorum should be three nominated councillors

Councillor Shields noted that no reference had been made to the Climate Change Declaration and how it was being monitored. Members agreed that it should be added to the Terms of Reference.

Councillor Bradford stated that there was also no reference to the War Memorial and considered that this should also be included. Members were aware that it was currently being addressed by Full Council due to the sensitive issues that had been taking place but it was agreed that once these matters were resolved, it would then revert back to this Committee under its Terms of Reference.

RESOLVED:

- 1. That the members of the committee agreed for a paragraph relating to the Climate Change Declaration be added to the Terms of Reference.
- 2. That the War Memorial be added to the Terms of Reference once the current repairs had been completed.

E274 PUBLIC PARTICIPATION

No Members of the public were present.

E275 TO RECEIVE AND NOTE THE MINUTES OF A MEETING OF THE EXTRAORDINARY ENVIRONMENT AND LEISURE COMMITTEE HELD ON 21 APRIL 2022

Whilst Members of the Committee accepted the minutes, Members sought confirmation on the following:

E266.3 Feedback relating to meeting between Governors of John Masefield High School and Community Development Officer (CDO). Councillor Shields confirmed a meeting had taken place and it was agreed that the Deputy Head would work with the CDO going forwards.

E266.7 Free parking all day on Saturday, 3 December 2022 as opposed to Friday, 2 December 2022.

RESOLVED:

That the minutes of the Extraordinary Environment and Leisure Committee Meeting held on Thursday, 21 April 2022 be accepted and signed.

E276 TO REVIEW ACTION SHEETS

Members of the Environment & Leisure Committee made reference to the following Action Points:-

E260 – Climate Change spend – The Deputy Clerk advised the meeting that £2,000 had been spent on 8 hours training, provided by Garden Organics Direct, for volunteers and the then Community Development Officer on Waste Reduction Techniques.

E260 – "No bicycles" sign – Councillors were concerned that the Market House will be damaged by people chaining their bikes to the timbers and therefore a sign should be erected. The Deputy Clerk reported that she had since written to Herefordshire Council's Principal Building Conservation Officer ("PBCO") who had advised that listed building consent would be required if signs were attached to the Market House or the railings. Alternatively subject to receiving the necessary consents from the highway authority (if required), Ledbury Town Council could erect pole signs without planning permission.

The PBCO further suggested that several small signs, preferably white and black or cream and brown in colour be attached to the railings by screws but not glue. Members of the Committee were totally adverse to having screws. Councillor Bradford asked that we contact specialists (Caroe) to see what they could recommend. It was suggested that a Victorian style sign with rope or chain to minimise damage may be in keeping with the existing old cast iron signage. Councillor Chowns noted that the Methodist Church was in the process of getting a sign and agreed to obtain contact details of the signwriter.

The Committee agreed that this needed to be resolved as quickly as possible.

E260 – Traffic lights at Top Cross. Councillor Sinclair believes that there is a sensor which operates the light sequence and that this is not operating correctly. The Deputy Clerk is to investigate whether these lights are an "intelligence system" working on the basis of the amount of cars travelling through the lights.

Councillor Chowns made reference to the Action Points numbered E104(2) to E169. The Deputy Clerk advised Members that these were action points outstanding prior to her arrival but had been left on the schedule so that they are not forgotten.

E176(4) – Shelter. The Committee agreed for the street artist to return and repaint the Shelter and apply anti-vandal paint. The Committee also agreed that should the Shelter get damaged again in terms of the mural, then it would be repainted but only in one colour and for the anti-vandal paint to be applied.

E179(1) – Providing replacement bins around Ledbury. The Deputy Clerk confirmed that she would be undertaking a project in due course to establish what bins needed replacing bearing in mind some bins had been burnt. Committee members were concerned that Ledbury Town Council would be expected to incur costs to replace bins whereas the Deputy Clerk made it clear that this exercise was purely to establish

what bins needed replacing and for Herefordshire Council to take responsibility if such bins belonged to them.

E179(2) Benches in Dog Hill Woods — Councillor Chowns made particular reference to the two benches which were concrete lumps with the seat missing. Councillor Chowns advised Members that a meeting had been scheduled for tomorrow, Friday, 8 July, to visit the Woods and establish a programme of works to start in the Autumn which would include benches.

E189(1) – Market House, quinquennial works. The Deputy Clerk advised that a report had been received from Caroe regarding works and this would be circulated to Members of the Committee. Councillor Bradford considered that the Market House had deteriorated and that a programme of works needed to be acted upon as soon as possible. The matter is to be brought back to the next Committee meeting.

E202-3 – St Katherine's Car Park Lighting - Councillor Whattler gave an update that the car park is no longer as dark now that the trees had been removed and suggested that, should they be required, solar lights may be a good option in this space. Councillor Shields asked if the lighting can be considered as part of the landscaping which is to happen. The Deputy Clerk informed the committee that the HC Project Board would be meeting in the Autumn to consider street lighting within the car park. Councillor Bradford considered that officers of the HC Project Board should be invited to attend the next Environment and Leisure Committee meeting in September to give an update. Councillor Chowns suggested that Councillor Harvey may be able to assist in this regard.

E214 – Market House Timber Assessment – as noted above under reference E189(1).

E224 – Blossom trees in the High Street. The Committee debated having trees in the High Street. Whilst they can lower the temperature of the High Street in extreme weather conditions, it was reported that they also do not strive well in large pots let alone damage that could be created to infrastructure should they be planted in the ground. The Committee decided that no further action should be taken in respect of this action point based on the facts that had been presented.

E225(1) – Dog Hill Woods – action point to be followed up following visit with Guy Tustin on 8 July 2022.

E225(2) – Replacement signage in Dog Hill Woods – to be addressed in agenda item number 14.1.

E225(3) – Benches in Dog Hill Woods – to be addressed following visit with Guy Tustin on 8 July 2022.

E229(2) – Fencing around Christmas Tree – Members considered that metal barriers would look unsightly around the Christmas tree and suggested that picket style fencing would be more appropriate. The Deputy Clerk was requested to look into

options for wooden fencing around the Christmas tree as opposed to the metal barriers. As noted on the Action Plan, the Deputy Clerk advised that this was a project to be addressed from September onwards.

E254(2) – CCTV, Recreation Ground - The Deputy Clerk advised that the Clerk and herself were to arrange a meeting with Herefordshire Council's CCTV Monitoring Officer to discuss the possibility again of Herefordshire Council taking ownership of the CCTV. The Deputy Clerk is to update the Committee at the next meeting on Thursday, 15 September 2022.

E277 ST MICHAEL AND ALL ANGELS CHURCH, CLOSED CHURCHYARD

Members of the Environment & Leisure Committee were provided with details noting that the maintenance of St Michael and All Angels Churchyard is charged to Ledbury Town Council and that a suitable budget should be considered in the annual budget of future years.

Councillors Bradford and Sinclair considered that Ledbury Town Council should question this as it was argued that Ledbury Town Council is not a local authority – the local authority being Herefordshire Council. Councillor Shields recommended that the Clerk seeks legal clarification on the correct term for Ledbury Town Council, whether it is deemed a local authority or parish council, and report back at the next Committee meeting.

RESOLVED:

That the Clerk seek clarification on the definition of "Local Authority" and that this item be brought back to the next Committee meeting.

E278 ASBESTOS SURVEYS

Members were advised that asbestos surveys had been carried out in all Ledbury Town Council buildings, which included the Council Offices, Market House, Cemetery Chapel and Mortuary, in February 2022. Copies of all the surveys/certificates had been circulated to Committee Members.

RESOLVED:

That the asbestos surveys be received and noted.

E279 CEMETERY UPDATE

Members of the Committee were provided with an update regarding ongoing works at the Cemetery.

Members were also advised about the general state of the Chapel in terms of its presentation. The Deputy Clerk had advised that the carpet needed cleaning and the woodwork re-staining. Councillor Bradford considered that it would be more appropriate to replace the carpet with carpet tiles as opposed to getting it cleaned. The Deputy Clerk was asked to obtain costings for this option as well as costs for the re-staining.

Members were informed that Herefordshire Wildlife Trust would be carrying out some voluntary work in the cemetery and it was anticipated that this work would start in August 2022.

RESOLVED:

- 1. That Members receive and note the contents of the report.
- 2. That the Deputy Clerk obtain costs to replace the carpet in the Chapel with tiles and the re-staining of the woodwork and bring these back to a future meeting of the committee.

E280 RECREATION GROUND

13.1 Zip Wire

Members of the Committee accepted that works needed to be undertaken as soon as possible and agreed to accept the company that could carry out the works at the earliest opportunity.

13.2 Cantilever Tyre Swing

Members of the Committee reviewed the quotations that had been presented and felt they were too expensive. Councillor Sinclair considered that the Council needed to look at cheaper options, such as a local blacksmith to put metal bands to reinforce the existing oak beam and reinstall the tyre or to completely replace the piece of oak beam. Members agreed that this course of action should be pursued and the Deputy Clerk is to seek costs from a local blacksmith as well as costs for a piece of oak beam.

13.3 Skate Park

Members of the Committee were provided with an update in respect of the Skate Park.

Councillor Sinclair considered that 10% of monies should be held back as retention monies to ensure that the job has been completed correctly albeit appreciating that the balance of monies (£26,181.80 + VAT) could be settled for up to 6 months following completion.

Members of the Environment and Leisure Committee agreed to continue with the proposals put forward subject to approval from the Finance, Policy and General Purposes Committee.

13.4 Basketball Court

The Deputy Clerk advised Members that the resurfacing to the basketball court were scheduled for the week commencing Monday, 22 August 2022.

13.5 Consultation with Schools regarding play equipment

Members were advised of the outcome of the consultation confirming that the Quest Enterprise was the preferred choice but due to lack of funding, this would not be pursued in this financial year. Councillor Shields recommended that this is brought back to the new administration next year to advise what was selected following the consultation process and asked that the three schools be informed of the outcome.

RESOLVED:

That Members of the Environment and Leisure Committee:

- 1 That the company who are able to offer the fastest completion time on the zip wire be appointed to undertake the works.
- That the Deputy Clerk revisit the options put forward for the repair of the cantilever tyre swing and report back to the next meeting of the committee.
- 3 That the proposals put forward by Evolution Skateparks be recommended to the Finance, Policy and General Purposes Committee.
- That the start date for the resurfacing works at the basketball court be noted.
- That the outcome of the consultation in respect of the play equipment, confirming that the Quest Enterprise was the preferred choice be noted. That this be addressed in the new financial year following the elections, when the new administration would be in place. The Deputy Clerk was asked to provide feedback to the schools of the outcome.

E281 DOG HILL WOODS

14.1 Geological Signage

Members of the Committee reviewed the quotations that had been presented and agreed to accept proposals put forward by Company 3.

14.2 Visit to Dog Hill Woods

Members noted that a meeting with Guy Tustin was scheduled for the afternoon of Friday, 8 July 2022 to consider a programme of works at Dog Hill Woods.

RESOLVED:

1 That company 3 be appointed to create the signage for Dog Hill Woods.

That the Deputy Clerk report on the visit to Dog Hill Woods at the next meeting of the Environment & Leisure Committee, to be held in September.

E282 MEMORIAL BENCH AND/OR PLAQUE FOR THE LATE COUNCILLOR DEE KNIGHT

General discussion took place regarding benches/plaques for councillors in general and Councillor Bradford believed that if a memorial for Councillor Knight was put in place, this would set a precedent. He considered whether a memorial garden for councillors/mayors, past and present, could be located within the Cemetery, and/or a wall plaque in the Chapel may be more appropriate.

Members were unable to agree whether to have a memorial bench/or plaque for the late Councillor Dee Knight but agreed that a more general discussion should take place at the next Environment and Leisure meeting to discuss the possibility of having a memorial garden and/or benches in memory of deceased councillors/mayors.

RESOLVED:

That the idea of a memorial garden should be added to the agenda of the next meeting of the Environment & Leisure Committee for further discussion.

E283 PROPOSED TREE PLANTING

Members of the Committee were advised that Liz Duberley, Service Manager Built and Natural Environment for Herefordshire Council, was keen to see what tree planting opportunities there would be in Ledbury, subject to funding, and had invited Councillors to join her to establish suitable locations for tree planting.

RESOLVED:

That Councillors Chowns, Shields and Sinclair offered to be part of this project to discuss proposed tree planting.

E284 JOHN MASEFIELD COMMEMORATIVE PROJECT

Members briefly discussed the report that had been presented by the Community Development Officer.

Councillor Morris noted that there was no budget and that this should be addressed at the Working Party. Reference was made to Councillor Morris becoming the Chair but Members were informed that the Chair for this Working Party would be nominated and elected at the first meeting of the Working Party. The Deputy Clerk advised Members that a member of the public who wished to remain anonymous had offered to donate £1,000 towards the memorial and who wished to attend the Working Party.

RESOLVED:

That Members of the Environment and Leisure Committee:

- 1 Agreed that consideration be given to a poets' commemoration to focus solely on John Masefield.
- Agreed that the Clerk writes to Dr Philip Herrington, University of London, for confirmation that there are no known concerns about John Masefield that may cause controversy, and thereby damage the reputation of Ledbury or its Town Council.
- 3 Agreed that the John Masefield Society be contacted and advised of the Council's plan to commemorate John Masefield within the Town.
- 4 Agreed that a working party be established to progress this project.

Standing Orders were suspended for 15 minutes to allow the Committee Meeting to proceed beyond 21.00 hours.

E285. SUSPENSION OF STANDING ORDER 3(X)

RESOLVED:

That Standing Order 3(x) be suspended for 15 minutes to allow the committee to consider the remainder of the business on the agenda.

E286 CULTIVATION LICENCES

Members were asked to give consideration to the response from Balfour Beatty and agree what areas, if any, Ledbury Town Council wished to take over the responsibility of via a cultivation licence.

Members believed that Ledbury Town Council should not take responsibility for grass cutting as this should remain with Balfour Beatty albeit appreciating that the number of cuts had reduced quite significantly. Councillor Shields made reference to a nationwide campaign to stop cutting grass verges and to grow wild flowers. This was well received by the Committee and should be supported.

RESOLVED:

That the members of the Committee agreed not to take over any cultivation licences and that this should remain the responsibility of Balfour Beatty to maintain grass cutting and/or grass verge areas.

E287 WORKING PARTIES

19.1 To receive and note the minutes of the meeting of the Events Working Party held on Thursday, 28 April 2022, Tuesday, 17 May 2022 and Wednesday, 29 June 2022 and consider any recommendations therein.

The Committee referred to item E97 of the minutes dated 29 June 2022 and confirmed that they would be pleased to run another event, similar to what was run on 3 June 2022 in respect of the Platinum Jubilee. Councillor

Bradford considered that we should involve the Gurkhas or HMS Ledbury. Councillor Shields suggested an event on the afternoon of Community Day, especially as the events for Community Day finished by 2.00pm (in the Burgage Hall), at which time Ledbury Town Council could organise an afternoon picnic at the recreation ground. This was well received and agreed by Members of the Committee.

The Committee were also in favour of pursuing the Heritage Open Day event in September.

RESOLVED:

- 1. That the minutes of the Events Working Party held on Thursday, 28 April 2022, Tuesday 17 May 2022 and Wednesday 29 June 2022 be received and noted.
- 2. That an annual picnic event should be run on the same day as Community Day in the afternoon.
- 3. That officers proceed with the Heritage Open Day event in September 2022.
- 19.2 TO RECEIVE AND NOTE THE MINUTES OF THE MEETING OF THE CLIMATE CHANGE WORKING PARTY HELD ON MONDAY, 30 MAY 2022 AND CONSIDER ANY RECOMMENDATIONS THEREIN.

Councillor Shields stated that she believed there had been a misunderstanding as she had not registered a complaint but merely a letter of concern on behalf of the Working Party wishing to agree how the Working Party could work better with the Environment and Leisure Committee. Confusion appears to have stemmed from the recommendations put forward which were believed to be in line with the Corporate Plan, Terms of Reference and what Ledbury Town Council wanted the Working Party to do. When recommendations were turned down by the Environment and Leisure Committee, the Working Party were unsure how to proceed. Councillor Shields said that having reviewed minutes/reports, they are unclear and she now believes that the Working Party are unsure what is required of them.

The projects under consideration are:

- (i) review of single use plastic policy;
- (ii) litter picks; and
- (iii) promoting community engagement.

The Climate Change Working Party expressed their wish to run events and Councillor Shields referred to National Recycling Week in September but unless this is agreed, it becomes too short notice and then leaves little time to get volunteers to help.

Councillor Shields referred to the Terms of Reference, a copy of which of circulated at the meeting. However due to a lack of time, the Chair agreed that this should be brought back to the next Environment and Leisure Committee meeting for further discussion.

RESOLVED:

- 1. That the minutes of the Climate Change Working Party held on Monday, 30 May 2022 be received and noted.
- 2. That this item be added to the agenda of the next Environment and Leisure Committee Meeting to facilitate further discussion.

E288 DATE OF NEXT MEETING

The meeting ended at 9.21pm

RESOLVED:

To note that the date of the next meeting of the Environment and Leisure Committee is Thursday, 15 September 2022.

Signed	Dated
(Chair)	Dated

Minute No	Action	To be actioned by	Date to be actioned by	Comments	Status
E273.1	Members of the Committee agreed for a paragraph relating to the Climate Change Declaration be added to the Terms of Reference	ртс	15.09.22		Complete
E273.2	be added to the Terms	ртс	Nov-22		
E275	n Saturday, 3	DTC	15.09.22	To be resolved	
E277	ority" and that this item	21	15.09.22		
E279	the Chapel with tiles and the re-	ртс	15.09.22	Quotes received - awaiting approval from E&L Committee meeting 15.09.22	Complete
E280 - 13.1	able to undertake works for zip wire as soon as	ртс	15.09.22	TK Play appointed. Works carried out on 28.07.22	Complete
E280 - 13.2	Slerk to revisit options put forward for the repair of the cantilever tyre dreport back to the next meeting	ртс	15.09.22	Quotes received - awaiting approval from E&L Committee meeting 15.09.22	Complete
E280 - 13.3	eparks subject to approval from	TC	28.07.22	Approved	Complete
	the play equipment confirming to noted. That this be administration would be in	ртс	Apr-23		
E280 - 13.5	v Clerk to provide feedback to the schools of the outcome.	DTC	15.09.22	Email sent to all 3 schools on 08.09.22 advising them not only of Quest Enterprise outcome but also summary of works taking place at the Rec.	Complete
			15.09.22	Ken White Signs have been appointed; await confirmation of delivery date.	Complete
E281 - 14.1	Deputy Clerk to appoint Company 3 to create the geological signage boards for poog Hill Woods.	ртс	21.09.22	21.09.2022 - Signs/lecterns are to be delivered to Ledbury Cemetery and will then be installed at DHW shortly afterwards.	
E281 - 14.2	Deputy Clerk to provide report following visit to Dog Hill Woods on 8 July 2022.	DTC	15.09.22	Detailed report completed and sent to E&L. Meeting for 15.09.22 giving details of recent visit; geosign update; quotes for tree survey and other works proposed for DHW	Complete
E282	Memorial garden (for past/present) mayors/ councillors to be added to the agenda of the next Environment & Leisure Committee meeting.	ртс	15.09.22		Complete
E284.2	onfirmation that	TC	15.09.22	Letter sent to Dr Herrington. Response awaited.	In progress
E284.3	e them of Council's plan to	TC	15.09.22		Complete
E284.4	mmemorative Project.	ртс	15.09.22	Complete - first meeting was held on 26.08.22	Complete
E286	Advise Balfour Beatty that LTC would not be taking over any cultivation licences.	ртс	15.09.22		Complete
E287: 19.1.2	Annual picnic event to run on the afternoon of Community Day each year.	ALL	Jun-23		
E287:19.1.3	Proceed with the Heritage Open Day event.	CDO	Sep-22 15.09.22		Complete

LEDBURY TOWN COUNCIL

ENVIRONMENT & LEISURE COMMITTEE	27 SEPTEMBER 2022	AGENDA ITEM: 9	

Report prepared by Julia Lawrence, Deputy Town Clerk

CLIMATE CHANGE WORKING PARTY

Purpose of Report

Detailed Information

Members of the Environment and Leisure Committee will note that the future requirements of the Climate Change Working Party ("CCWP") was an agenda item at the last Committee meeting held on 7July 2022. Unfortunately, there was insufficient time to discuss this agenda item fully and it was agreed that it be carried forward to the next Committee meeting.

At that meeting, Councillor Shields gave a summary where she believed the CCWP was at the current time, noting that the Terms of Reference needed to be reviewed and accepted by members of the Environment and Leisure Committee in order to prevent any confusion relating to the overall purpose of the Working Party in the future.

Since the last Committee meeting, the CCWP has met and has reviewed the Terms of Reference (Appendix A) and also produced a Plan of Action (Appendix B) which sets out areas of activity of possible projects that could be explored by the working Party. As far as the Plan of Action is concerned, Members of the Environment and Leisure Committee may only want to concentrate on, say, four out of the six areas put forward, so it is imperative that Members stipulate what it wishes the CCWP to focus on with immediate effect.

In order for the CCWP to have a clear vision going forward, it seeks approval from the Environment and Leisure Committee to consider both documents and if acceptable, for the Working Party to proceed with the Plan of Action.

The majority of the CCWP are members of the public, therefore it is important that they receive positive feedback in response to requests and if the subject matter is rejected, reasons for that objection should also be provided.

No budget has been allocated for this financial year, so Members of the Committee are also asked to make recommendation to the Finance, Policy & General Purposes Committee in respect of budget provision in 2023/24.

Recommendations

1. That Members of the Environment and Leisure Committee approve the Terms of Reference and Plan of Action.

2. That Members of the Environment and Leisure Committee make recommendation to the Finance, Policy & General Purposes Committee in respect of budget provision for the remainder of the 2022/23 financial year and for the 2023/24 budget.

APPENDIX A

LEDBURY TOWN COUNCIL

TERMS OF REFERENCE

CLIMATE CHANGE WORKING PARTY

1. Membership

Members of the Working Party can be appointed at any time during the Municipal year and will consist of both Town Councillors, members of relevant local groups/organisations.

The Membership will be made up of Councillors, stakeholders, representatives of local community groups and other interested parties.

2. Chairman

A Chairman will be appointed annually, at the first meeting of the Working Party.

The Chairman will be the main point of contact for the Clerk.

The Clerk will ensure minutes are taken from the meeting ensuring the capture of any actions proposed. This report will be submitted to the next meeting of the Environment and Leisure Committee for consideration.

3. Powers

Working Parties cannot make decisions on behalf of the Town Council, and any recommendations made by this group will be subject to approval by the Environment and Leisure Committee, Finance, Policy and General Purposes Committee and/or Council. This group has no budgetary powers.

The Council's Standing Orders apply to all meetings of the Working Party.

4. Responsibilities and Areas of Operation

Internal to the Council

To work with existing Town Council Working Groups and Standing Committees, to ensure that recommendations are considered in respect of any associated climate and environmental impact and to ensure any associated climate and environment impacts and mitigation is considered.

To help build links with other organisations and Herefordshire Council in particular, to improve waste management, public transport and housing provision and any similar projects.

CCWP - Terms of Reference 2022-23 - v2 07.07.2022

To help Ledbury Town Council to develop sustainability through its Corporate Plan.

To support the Council regarding the purchasing of goods and services to ensure environmental issues are taken into account, locally and sustainably.

External to the Council

To support the community in discussion around the setting of appropriate targets for carbon reduction policy local and in support of national targets.

The Working Party will keep the Council fully informed, providing reports to the Environment and Leisure Committee meetings and ensuring that copies of all relevant documentation are made available for inspection by Council members.

CLIMATE CHANGE WORKING PARTY PLAN OF ACTION

Areas of Activity with examples of possible projects to be explored

1. <u>DEVELOPING RESILIENCE FOR EXTREME WEATHER CONDITIONS</u> (i.e. heatwaves/flooding/snow ('Beast from the East')

Examples of possible activities

- ✓ Create a Cool room for members of the public (e.g. St Katherines).
- ✓ Create a warm room for members of the public (e.g. Library).
- ✓ Review the support that Herefordshire Council can give in extreme weather conditions.
- ✓ Providing water refill points for dehydration.

2. RAISE PUBLIC AWARENESS AND BUILDING PUBLIC ENGAGEMENT

Examples of possible activities

- ✓ Create a blog/information resource.
- ✓ Events presence.
- ✓ Climate Change activities.
- ✓ Work with local groups and organisations to increase knowledge and raise awareness within the Town.

3. BUILD YOUTH ENGAGEMENT

Examples of possible activities

- ✓ Continue to develop contact with primary and high schools and consider reforming a Youth Council.
- ✓ Explore opportunities to involve youth volunteers in CCWP activities.

4. BUILD A RESOURCE BASE OF INFORMATION AND CONTACTS

Examples of possible activities

- Create a 'sustainability' section on the website general information e.g. about recycling, insulation, energy efficient transport.
- ✓ As part of the sustainability section, provide a list of useful contacts similar to the directory in the Focus. Consider having a centre spread of this information in the 'Focus'.

5. DEVELOP RESILIENCE TO SHORTAGES (E.G. FOOD, FUEL ETC)

Examples of possible activities

- ✓ Explore and strengthen links between local farmers/suppliers and outlets in the Town.
- ✓ Develop a link between local food producers and shoppers in the Town.
- ✓ Explore opportunities for more allotments and market gardening.
- ✓ Support Hereford Food Charter.

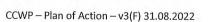
Promote the use of wool both to keep warm individually and for insulation.

6. KEEP UNDER CONSIDERATION OPPORTUNITIES TO REVIEW THE TOWN'S CARBON FOOTPRINT

Examples of possible activities

- ✓ Seek advice from Herefordshire green network/CAT (Centre for Alternative Technology" (charity).

 ✓ Look for opportunities to collaborate with NMiTE.



LEDBURY TOWN COUNCIL

ENVIRONMENT & LEISURE COMMITTEE	27 SEPTEMBER 2022	AGENDA ITEM: 10

Report prepared by Angela Price, Town Clerk

CONTRACT FOR EXTERNAL GROUNDSMAN

Purpose of Report

The purpose of this report is to request Members of the Environment & Leisure Committee to approve an extension to the existing Grounds Maintenance Contract for services undertaken by the external Groundsman.

Detailed Information

Please find attached a copy of the current Contract for the external Groundsman, David McCutcheon, who was appointed on 1 April 2020 to undertake works as per the attached specifications at the recreation ground, Dog Hill Woods, to play equipment That Members endorse the actions of the Town Clerk and Chair of the Committee in respect of appointing bins and benches, and other areas of open spaces owned by Ledbury Town Council.

At the time of appointing an external contractor it was agreed that the successful contractor would be appointed for a period of three-years plus two. The three-year contract would be due to expire on 31 March 2023, however the addition of a clause to provide for a further two years would mean that the contract could, by agreement of both parties, be extended to 31 March 2025.

The contract sum agreed in 2019 was £19,305 per annum for the three-year period, and the contractor has advised that he would be willing to continue for the further two-year period with no increase in the cost to the Council.

The current groundsman has indicated a willingness to extend the contract for the further two-years and therefore Members are requested to give consideration to his request.

Recommendation

That Members of the Environment and Leisure Committee give consideration to and recommend the extension of the Contract for David McCutcheon for a further two-years to a meeting of Full Council for final approval.



All Contracts



GROUNDS MANAGEMENT PART ONE CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

In these conditions except where the context otherwise requires, the following expressions shall have the meanings hereby ascribed to them:-

- 1.1 "The Council" means Ledbury Town Council.
- 1.2 "The Authorised Officer" means the person defined in Condition 3.
- 1.3 "The Contract" means the documents forming the tender and the written acceptance thereof (in whole or in part) together with the appendices.
- 1.4 "The Contractor" means the individual or firm or company whose tender shall have been accepted.
- 1.5 "The Service" means the whole of the work to be executed in accordance with the Contract including any materials, articles and goods to be supplied thereunder, and involves any modification thereto made pursuant to these Conditions.
- 1.6 "The sites" means the amenity or other places where the Service or any part thereof is to be performed by the Contractor or to which goods, equipment or materials are to be delivered or stored or where work is to be executed by the Contractor or where documents or records are held or stored by or on behalf of the Contractor in connection with the provision of the Service together with, in respect of property owned or occupied by the Authority, so much of the area surrounding the said place as the Contractor shall with the consent of the Authority use in connection with the Service.
- 1.7 "The Conditions" means these Conditions for Grounds Maintenance.
- 1.8 "The Specification" means the description of the Service referred to in any specification within the Contract and any variation thereof, pursuant to Clause 4 of these Conditions.
- 1.9 "Commencement date" means the date stated in Clause 5.
- 1.10 "Litter" shall be any item thrown down, dropped, fallen or deposited and will include leaves, twigs, blossom and dog faeces.
- 1.11 "Default Notice" means a notice or notices given by the Council to the Contractor in respect of the non-performance of the Service in accordance with this Contract.
- 1.12 "The Expert" shall be a person agreed between the parties, or if the parties fail to agree, the appointment of a particular expert then the President of the Royal Institute of Chartered Surveyors, shall on the invitation of the Authorised Officer designate a particular body to act.
- 1.13 "Day-work" is any additional work for which an official order has been raised by the Council to the Contractor and shall include the cost of all plant, materials, labour and overheads.
- 1.14 "Variation Order" means a notice or notices given by the Council to the Contractor to vary the Contract pursuant to Clause 4 of these Conditions.

- 1.15 Reference to employees of the Contractor shall be deemed to include the Contractor's agents and sub-contractors unless the context otherwise requires.
- 1.16 The Contract shall be governed by and construed in accordance with English Law.
- 1.17 A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument, Code of Practice or the like shall be deemed to include a reference to any amendment or re-enactment of the same.

2. PARTIES

2.1 The parties to this contract are the Council and the Contractor

3. AUTHORISED OFFICER

3.1 The Authorised Officer shall be the Clerk to the Council, Ground Maintenance Officer or such representative appointed by the Council to act in the name of the Council for the purposes of the Contract. From time to time the Authorised Officer may appoint one or more representatives to act for the Authorised Officer.

4. VARIATIONS

- The Council may from time to time by giving not less than fourteen days' notice in the form of a written Variation Order to the Contractor, requiring the Contract to do all or any of the following:-
 - 4.1.1 Omit any from the Contract any sites;
 - 4.1.2 To vary the method of supplying the Service provided or to be provided at any Premises as determined by the Authorised Officer.
- Where an addition, subtraction or substitution is made under this Condition 4, to the area and or work at any Premises specified in the Contract, then the provisions of the Contract shall thereafter apply in relation to such altered area and or work as if the same were detailed in the Specification.
- The valuation of work shall be assessed by the Authorised Officer in his absolute discretion, in accordance with the following provisions:-
 - 4.3.1 Where addition, subtraction or substitution is made and is of a similar nature to and/or is executed under similar conditions as work detailed in the Contract, the Authorised Officer shall assess the value of such work in accordance with the rates specified in the Schedule of Rates,
 - 4.3.2 In other cases the value shall be determined in a fair and reasonable way having regard as far as possible to the Schedule of Rates
- 4.4 No additional payment shall be made in respect of a variation of the Contract or any additional work if:-
 - 4.4.1 There is either a commensurate reduction or re-organisation of any other part of the work, or

4.4.2 Additional work has arisen as a result of weather or climatic conditions.

5. PERIOD OF CONTRACT

The Contract shall commence on 1st May 2019 for a three year period with the option to extend for a further period of two years, as the parties may agree but not beyond the 31st December 2014 without prejudice to the Authority's specific rights of termination.

6. ASSIGNMENT

- The Contractor shall not assign the Contract or any part thereof without the prior written approval of the Authorised Officer.
- The Contractor shall not sub-contract the Contract or any part thereof without the prior written approval of the Authorised Officer.

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide the Service or any variations thereof, in a proper, skilful and workmanlike manner, in accordance with the Conditions and the Specification and to the entire satisfaction of the Authorised Officer.
- 7.2 The Contractor shall not in any circumstances use any Premises specified in the Contract to perform, either on its own behalf, or on behalf of any person other than the School, any work other than provided for in the Contract.
- 7.3 The Contractor shall ensure that neither the Contractor nor its employees or agents shall do any act or thing at any Premises other than the proper performance of the Service.
- In the event of the Contractor being unable to perform the Service or any part of the Service, the Contractor shall immediate inform the Authorised Officer giving details of the circumstances, reasons, likely duration and measures put into place to rectify the situation. Nothing in this Condition shall in any way alter, modify, relieve or in any other way vary the Contractors obligation to provide the Service.
- 7.5 The Contractor will be expected to provide a communication system enabling him to receive and respond to instructions from the Authorised Officer at all times during the provision of the Service. The Contractor will also provide an out of hours telephone number for contact during emergencies.
- 7.6 The Contractor shall maintain proper financial records in accordance with accepted accounting practice.
- 7.7 The Contractor shall maintain current and accurate records of all employees who are or are to be engaged in connection with, based at, or providing the Service at the Premises. These records shall include employee attendance and shall differentiate between those engaged as operatives and those exercising supervision. These records shall be open for inspection by the Authorised Officer at all reasonable times, and a copy of these records shall be provided to the Authorised Officer if so requested.
- 7.8 The Contractor shall supply any information requested by the Council with regards to environmental issues within 14 days of a written request. The information required

may change within the terms of the Authorities Environmental Policy or with legislation changes over the period of the contract.

8. CONTRACTOR'S EMPLOYEES.

- 8.1 The Contractor shall ensure that all persons employed to carry out the provisions of the Contract are at all times properly and sufficiently qualified, competent, careful, skilled, honest, experienced, instructed and supervised with regard to the Service and in particular:-
 - 8.1.1 The task or tasks such person has to perform,
 - 8.1.2 All relevant provisions of the Contract,
 - 8.1.3 All relevant policies, rules, procedures and standards of the School,
 - 8.1.4 All relevant rules, procedures and statutory requirements concerning health and safety at work, including the Authority's Control of Contractors Health and Safety Policy which is provided to the Contractor within this Contract as Appendix 1,
 - 8.1.5 Fire risks and fire precautions,
 - 8.1.6 The need to maintain the highest standards of hygiene, courtesy and consideration,
 - 8.3.7 The need to recognise situations which may involve any actual or potential danger or personal injury to any person at the Premises, where possible, without personal risk, to make safe such situations, and forthwith to report such situations to the Authorised Officer or in the event of any emergency to the member of the School's staff with responsibility for the Premises.
- 8.2 The Contractor shall to the satisfaction of the Authorised Officer implement a scheme of ensuring that his staff maintain the appropriate skills and knowledge so as to ensure continuous and efficient provision of the Service.
- The Authorised Officer shall be entitled but not unreasonably or vexatiously to require the Contractor, by notice in writing, to remove from the provision of the Service any employee of the Contractor specified in such notice including the Contract Manager. The Contractor shall forthwith remove such employee from the provision of the Service and shall immediately provide a replacement if necessary. The Authority shall in no circumstances be liable either to the Contractor or to the employee in respect of any liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Authority against any claim made by such employee against it together with all costs and expenses incurred by the Authority in dealing with such claim.

9. CONTROL AND SUPERVISION OF CONTRACTOR'S EMPLOYEES

9.1 The Contractor shall employ a sufficient number of supervisory employees to ensure that the Contractor's employees engaged in and about the provision of the Service are adequately supervised and properly perform their duties during all contract hours to the standard required in the Specification.

- 9.2 The Contractor shall ensure that its employees perform their duties in an orderly and as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them.
- 9.3 The Contractor shall provide and shall ensure that its employees wear at all times when engaged in provision of the Service such identification (including photographic identification) as may be specified by the Authority.
- 9.4 When requested to do so, any employee of the Contractor shall disclose his or her identity and status as an employee of the Contractor and shall not attempt to avoid so doing.
- 9.5 The Contractor shall require its employees at all times while engaged in provision of the service to be properly and presentably dressed in appropriate uniforms or workwear to the satisfaction of the Authority. Such uniforms or work-wear to be worn by the Contractor's employees shall be provided, maintained and replaced as necessary by the Contractor.

10. INDEMNITY AND INSURANCE

- This condition applies to any personal injury or loss of or damage to any property which arises out of or in any way in connection with the execution or purported execution of the Contract.
- The Contractor shall keep the School and the Authority fully indemnified against such injury loss or damage and costs or expenses arising from the same.
- 10.3 If the Contractor shows that any personal injury or loss of property to which this Condition applies was not caused, nor contributed to, by his neglect or default or by that of his servants, agents or sub-contractor, or by any circumstances within his or their control, he shall be under no liability under this Condition, and if he shows that the neglect or default of any other person (not being his servant, agent or sub-contractor) was in part responsible for any personal injury or loss of property to which this Condition applies, the Contractor's liability under this Condition shall not extend to share in responsibility attributable to the neglect or default of that person.
- The Contractor shall maintain third party/public liability insurance of at least £5 million to cover the indemnity given in Clause 13.2 and shall provide evidence that such insurance is in force whenever so requested by the Authorised Officer.

11. CONFIDENTIALITY

- The Contractor shall not, without the prior written consent of the Authority during the period of the Contract or at any time thereafter make use for its own purposes, or disclose to any person (except as may be required by law), the Contract documents or any information contained therein or in any material provided to it by the Authority pursuant to the Contract or prepared by the Contractor pursuant to the Contract, all of which information shall be deemed to be confidential.
- The Contractor shall not and shall ensure that its employees do not divulge to any third party any information, which comes into its or their possession in the course of providing the Service.

The Contractor shall indemnify and keep indemnified the Authority against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this Clause 14.

12. HEALTH AND SAFETY

- The Contractor shall at all times comply with all statutory and other provisions to be observed in connection with the Service and in particular the requirements of Health and Safety at Work etc., Act 1974, and any other Acts, Regulations, Orders or rules of law pertaining to health and safety.
- The Contractor shall provide the Service safely and in a manner that is not likely to be injurious to health or detrimental to the environment or the fabric of any site.
- 12.3 The Contractor shall keep all plant, machinery and equipment used for the performance of the Service in a safe condition at all times.
- The Contractor shall, as part of the tender submission, supply a copy of his Health and Safety Policy, his Safety Practices of Work and Risk Assessments relating to all of the Work to be carried out under this Contract.

13. AGENCY

- 13.1 Neither the Contractor nor its employees shall in any circumstances hold itself or themselves out as being the servant or agent of the Council otherwise than in circumstances expressly permitted by these Conditions.
- 13.2 Neither the Contractor nor its employees shall in any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of the Council or in any other way to bind them to the performance, variation, release or discharge of any obligation.

14. DETERMINATION BY THE AUTHORITY

- 14.1 Without prejudice to any other rights or remedies, which the Council may possess, if the Contractor shall make default in any one or more of the following respects, that is to say;
 - 14.1.1 If the Contractor without reasonable cause wholly suspends the carrying out of the Service before completion thereof, or
 - 14.1.2 If the Contractor fails to proceed regularly and diligently with the Service, or
 - 14.1.3 If the Contractor is in default under Clause 18
 - 14.1.4 If the Contractor fails to comply with any part thereof of the contract specification, after receiving three written warnings, then the Authority shall determine to give one months' written notice under Clause 6.1

Then, without prejudice to Clause 17.4 hereof the Authority shall be entitled to determine the Contract without prejudice to any accrued rights or remedies under it, by notice in writing to the Contractor having immediate effect.

14.2 If the Contractor becomes bankrupt or makes a composition or arrangement with the Contractor's creditors or has a proposal in respect of the company for a

voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986, or has an application made under the Insolvency Act 1986 in respect of the company to the court for the appointment of an administrator, or has a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up is passed or a provisional liquidator, receiver or manager of the company is duly appointed, or has an administrative receiver, as defined in the Insolvency Act 1986 appointed, or possession is taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, this Contract shall be forthwith automatically determined but the Contract may be reinstated and continued if the Authority and the Contractor, the Contractor's trustee in bankruptcy, liquidator, provisional liquidator, receiver or manager as the case may be shall so agree.

- The Authority shall be entitled to determine the Contract if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other Contract with the Authority, or for showing or forbearing to show favour or disfavour to any person in relation to this or any other Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this or any other Contract with the Authority the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts, 1906 to 1916, or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972 or any amendment to or re-enactment thereof.
- In the event of the Contract being determined as aforesaid and so long as it has not been reinstated and continued the School shall-
 - 14.4.1 Cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Contractors employment shall have been calculated and provided such calculation shows a sum or sums due to the Contractor.
 - 14.4.2 Be entitled to employ and pay other persons to provide and complete the provision of the Service or any part thereof and to use all such Contractors materials, clothing, equipment, vehicles or other goods for the purposes thereof,
 - 14.4.3 Be entitled to deduct from any sum or sums which would, but for Clause 17.4.1 have been due to the Contractor under this Contract or any other contract with the School or be entitled to recover the same from the Contractor as a debt, any loss or damage resulting from or arising out of the termination of the Contractors employment. Such loss or damage shall include the reasonable cost of the time spent in terminating the Contractors employment and in making alternative arrangements for the provision of the Service or any part thereof,

15. DEFAULT OF CONTRACTOR

15.1 If the Contractor fails to provide the Service or any part thereof with due diligence or in a proper, skilful and workmanlike manner, or in accordance with the Conditions

and the Specification and to the entire satisfaction of the Authorised Officer, the Council may, without prejudice to any other remedy available:-

- 15.1.1 Require such work to be re-executed at no cost to the Council;
- 15.2.2 Deduct from any account rendered by the Contractor such sum as the Authority considers appropriate in respect of such non-performance,
- 15.2.3 Provide or employ and pay other persons to provide the Service or any part thereof and in the meantime debar the Contractor, its employees and agents from the Premises or part thereof, and all costs incurred thereby may be deducted from any sums due or to become due to the Contractor under the Contract or shall be recoverable from the Contractor as a debt (after taking account of any sum deducted under Clause 18.2.2, and)
- 15.2.4 Determine the Contract by giving to the Contractor not less than four weeks notice in writing either wholly or in respect of the Premises or the part of the Premises in relation to which the default has occurred.

16. EXPERT DETERMINATION

- 16.1 Provided always that in case any dispute or difference shall arise between the Council or the Authorised Officer on its behalf and the Contractor, either during the process of or after the completion or abandonment of the Service, as to the construction of the Contract or as to any matter or thing of whatsoever nature arising hereunder or in connection herewith then if not resolved within 28 days of arising such dispute or difference may be referred by either party to the determination and final decision of a person (the "Expert") to be agreed between the parties or in the absence of agreement appointed by the President of the Royal Institute of Chartered Surveyors or other similar and more appropriate body on the written application of the Authorised Officer.
- The Expert shall, without prejudice to the generality of his powers, have power to direct such measurements and/or valuations as may in his opinion be desirable in order to determine the rights of the parties and to ascertain and award any sum which ought to have been the subject of or included in any payment and to open up, review and revise any payment, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such payment, opinion, decision, requirement or notice had been given.
- The Expert shall provide a written response to both parties, giving details of and an explanation of how that decision was reached.
- The decision of such Expert shall be final and binding on the parties and each party shall bear their own costs of the determination.
- Nothing in this Condition 20 shall apply to those Conditions in the Contract that give the Authorised Officer total discretion on any matter.

17. PAYMENT

17.1 The Contractor requests that they are paid in 12 equals amounts over the year.

17.2 Prior to any payment being made, the work must have been carried out to the Satisfaction of the Town Clerk.

18. VALUE ADDED TAX

The rates disclosed in the Forms of Tender are to be exclusive of Value Added Tax. When submitting an invoice for payment, the Contractor shall include on that invoice any Value Added Tax properly chargeable by the Commissioners of Customs and Excise.

19. STATUTORY OBLIGATIONS

The Contractor shall comply with, and give all notices required by any Act of Parliament, any Instrument, Rule or Order made under any Act of Parliament, or any Regulation or Bye-Law of any local authority or of any statutory undertaker which has any jurisdiction with regard to the Service.

20. EQUIPMENT AND MATERIALS

- 20.1 Except as otherwise specified in the Contract, the Contractor shall provide all materials and equipment necessary for the provision of the Service.
- The Contractor shall maintain in a safe, serviceable and clean condition and replace as necessary all equipment used by the Contractor's employees in the provision of the Service at any Premise or stored by the Contractor thereon.
- 20.3 The Contractor shall prepare, mix and use all materials and prepare and use all equipment in a safe manner and to the satisfaction of the Authorised Officer and shall keep the same when on the Premises under proper control and safe keeping and shall ensure that all materials are properly, accurately and clearly labelled on their containers.
- The Contractor shall be responsible for the security of all materials and equipment used by the Contractor in connection with the provision of the Service and the Authority shall be under no liability in respect thereof.

21 VEHICLES, PLANT AND MACHINERY

- 21.1 The Contractor shall at all times during the Contract Period, provide and maintain all such vehicles, plant and machinery as are necessary for the proper performance of the Service and shall bear all running and maintenance costs in respect thereof.
- 21.2 The Contractor shall at all times be fully responsible for licensing and for the payment of all licensing fees, taxes and insurance's required in connection with or arising out of the possession or use of all plant employed in the performance of the Service.
- 21.3 The Contractor shall at his own expense keep all plant employed in the performance of the Service in good and serviceable repair in accordance with all transport legislation and in such condition as is commensurate with the proper performance by the Contractor of his obligations under the Contract.
- 21.4 The Contractor shall at all times permit the Authorised Officer access to all plant employed for the purposes of the Agreement. The Authorised Officer shall be

entitled to serve upon the Contractor a notice in writing requiring the Contractor to put any item of plant into such condition as is required in Clause 29.3 above within the period specified in such notice and the Contractor shall forthwith upon receipt of such notice cause all necessary works to be carried out to comply with such notice.

21.5 The Contractor shall indemnify the Schools and the Authority against any liability arising out of an incident caused during the use of the Contractor's plant.

22. QUALITY CONTROL

- The Authority may require the Contractor to implement a quality control system in accordance with European Standards during the Contract Period, any such implementation shall be at the Contractors cost.
- Not withstanding the requirements of Clause 30.1, the Contractor shall throughout the Contract Period institute and maintain a properly documented system of quality control designed to ensure that the Service is provided at all times and in all respects in accordance with the Contract.
- 22.3 Such a system shall include inter alia:-
 - 22.3.1 Daily supervision and the carrying out of frequent inspections,
 - 22.3.2 Ensuring the recording in a register kept solely for that purpose of any complaints received in connection with the provision or failure to provide the Services whether received orally or in writing and whether from members or the public or others and of the action taken by the Contractor in respect of each such complaint,
 - 22.3.3 The provision of a copy of these records to the Authorised Officer if requested.
- The system shall be open to inspection at any time by the Authorised Officer or his representative who may make or take copies of any documentation and interview the Contractor's staff or the Contractor in relation thereto. The Authorised Officer may make recommendations concerning the improvement of the system, such recommendations shall forthwith be implemented by the Contractor.
- The system maintained by the Contractor in accordance with the above shall be in addition to and shall not prejudice any action which the School may be able to take under any other provision of the Contract.

23. WAIVER

Failure by the Council at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or any part thereof or the right of the School to enforce any provision.

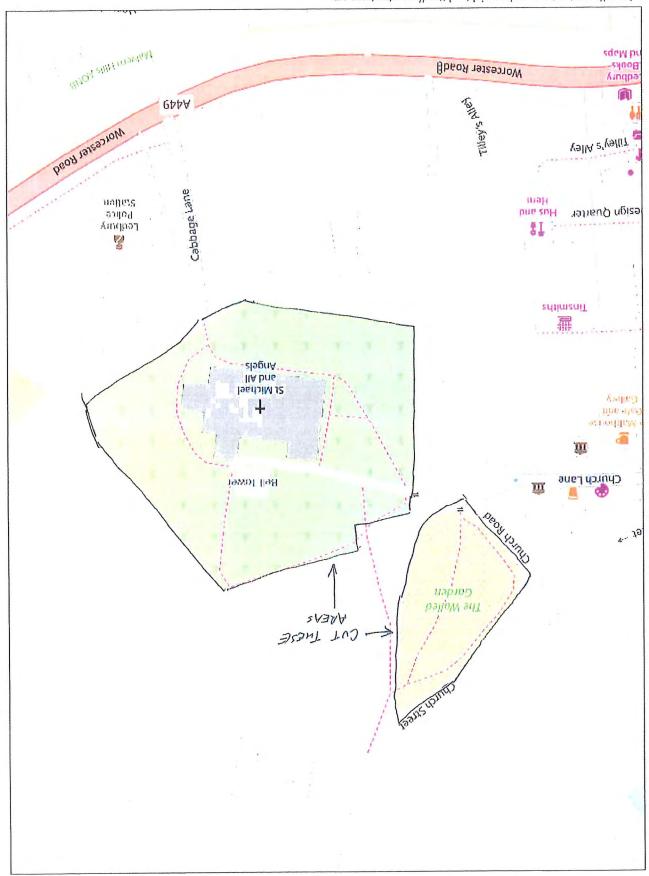
24. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding any other provision of this Contract nothing in this Contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

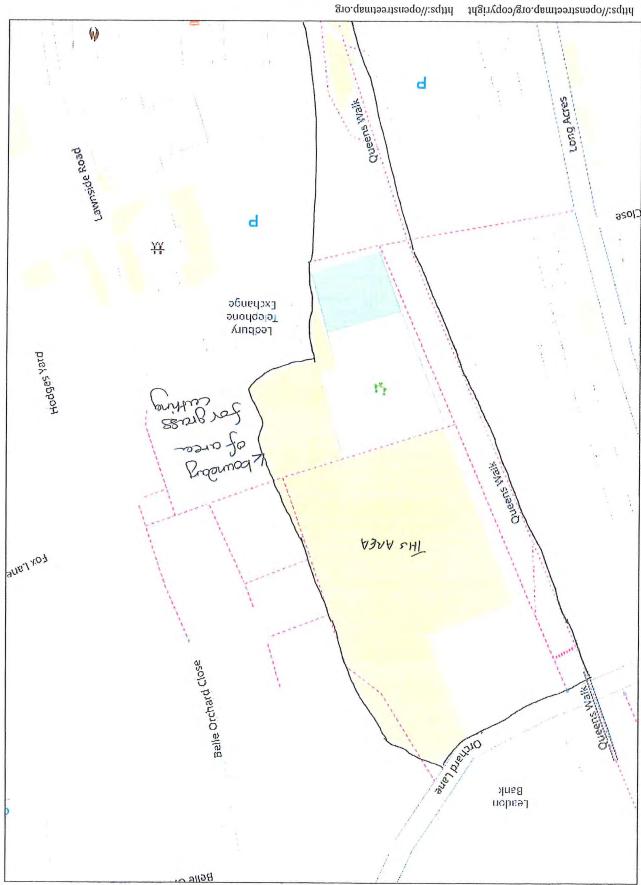
25. ENVIRONMENTAL POLICY AND APPROVED CHEMICALS

The Contractor shall perform the Contract in accordance with the Authority's Environmental Policy and the Approved Chemicals list as notified to the Contractor from time to time. If the Contractor fails to comply the Authority may without prejudice to any rights it has under the Contract require the Contractor to cease performing all or parts of the Contract. The Contractor must also comply with its own Environmental Policy as approved by the Authority during the tender procedure.

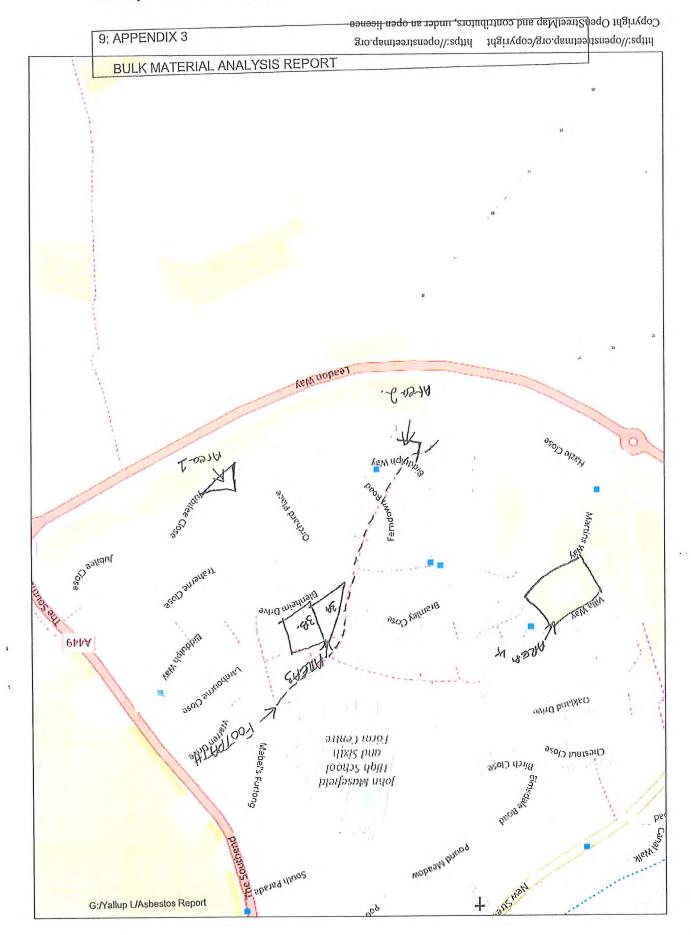
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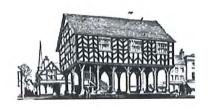




Ledbury Council Office/LY/11/013







LEDBURY TOWN COUNCIL GROUNDS MANAGEMENT

PART TWO

SPECIFICATIONS
Grass Cutting
GM2

GENERAL

- 1.1 The Service required under the Contract must be carried out to the entire satisfaction of the Authorised Officer who will maintain continual inspections to ensure that the standard of maintenance being achieved complies with the Conditions of the Contract.
- 1.2 Failure at any time and from time to time to achieve the required standards at any location or in any activity, which is part of the Service, will be deemed to be a breach of the Contract.
- 1.3 Methods of maintenance, which would or might impair safe working arrangements or give rise to nuisance or damage to property or inconvenience to resident's are unacceptable.
- The work will include mowing to sports and amenity grass, aerating, rolling, fertilizer application, weed control spraying, hedging, drainage, works to beds and borders, marking out of sports facilities, maintenance of hard porous facilities, arboricultural work etc. The number and type of sporting facilities at each site is given in the 'Measurement Schedules', which is given as a guide only. Variations may be required to the Schedule of Sites and the Specification during the period of the contract, and such variations will be determined by the Authorised Officer.
- The Contractor is to carry out the maintenance of the sitesshown in the Schedule of Sites and shall be responsible for the provision of all plant, labour, equipment and materials necessary for the proper execution of the work. The intention of the work specification is to ensure that certain minimum standards are maintained and the monitoring of standards will reflect this. Contractors should note that there are certain areas that are considered critical (for example maintenance of sports facilities).

2. ACCESS TO SITE

- 2.1 Contractors will be required to enter and leave sites by the normal gateways and to cooperate with occupants in matters of security regarding such gates. Contractors will be expected to exercise firm control over their staff both as to work performance and conduct.
- 2.2 Every care should be taken to prevent damage to turf, trees, shrubs and other items. Vehicles or equipment should not traverse specialised turf areas such as grass cricket squares, artificial wickets and the like..

3. OBSTRUCTIONS AND OTHER CONSTRAINTS

Obstructions and other constraints with regard to access to some locations may prevent the use of large plant. It is the responsibility of the Contractor to ensure that he is aware of all access problems. No claims will be submitted on the basis that access is inadequate or other constraints exist.

4. STATUTORY OBLIGATIONS

4.1 It is the responsibility of the Contractor to familiarise himself with any Acts or Regulations relating to this Contract. These shall include inter alia:-

The Environmental Protection Act 1990

Health and Safety at Work etc. Act 1974

Food and Environmental Protection Act 1985

Department of the Environment's guidelines on the application of herbicides

Highways Act 1980

5. SPECIFICATION FOR GRASS CUTTING

5.1 General

For the purposes of this Contract "grass" shall read to include cultivate, naturally formed, newly seeded and combinations of weed and grasses.

- 5.1.1 The Contractor shall cut all grass areas specified in the Measurement Schedules to ensure that the maximum height stated in Clause 8 (Classifications) is maintained at all times.
- 5.1.2 The Contractor must have suitable equipment to achieve the standards specified at every site regardless of condition and circumstances.
- 5.1.3 It is not possible to predict accurately the precise number of mowings which may be required on any site in any one year, once per 10-14 days may be taken as an approximate guide in the growing season.
- 5.1.4 Mowing will take place to maintain a good turf at an appropriate height to facilitate the playing of specific sports and to maintain an acceptable environment. Frequencies indicated are only to be used to determine contract variations, additions, subtractions or substitutions.
- 5.1.5 The majority of this work will normally take place between March and October, the precise dates depending on the conditions prevailing on any particular site

6.2 Operations

- 6.2.1 All grass shall be cut cleanly and evenly, to the appropriate height on each site and without damaging the existing surface.
- 6.2.2 The Contractor shall complete one area of grass cutting before moving onto the next, inclusive of all strimming, edging etc.
- 6.2.3 Soft vegetable growth such as clover will be deemed to be part of the Contract where it falls within any areas of grass.
- 6.2.4 The Contractor shall include within his rates for the levelling/spreading of molehills when necessary. Chain Harrowing permitted.

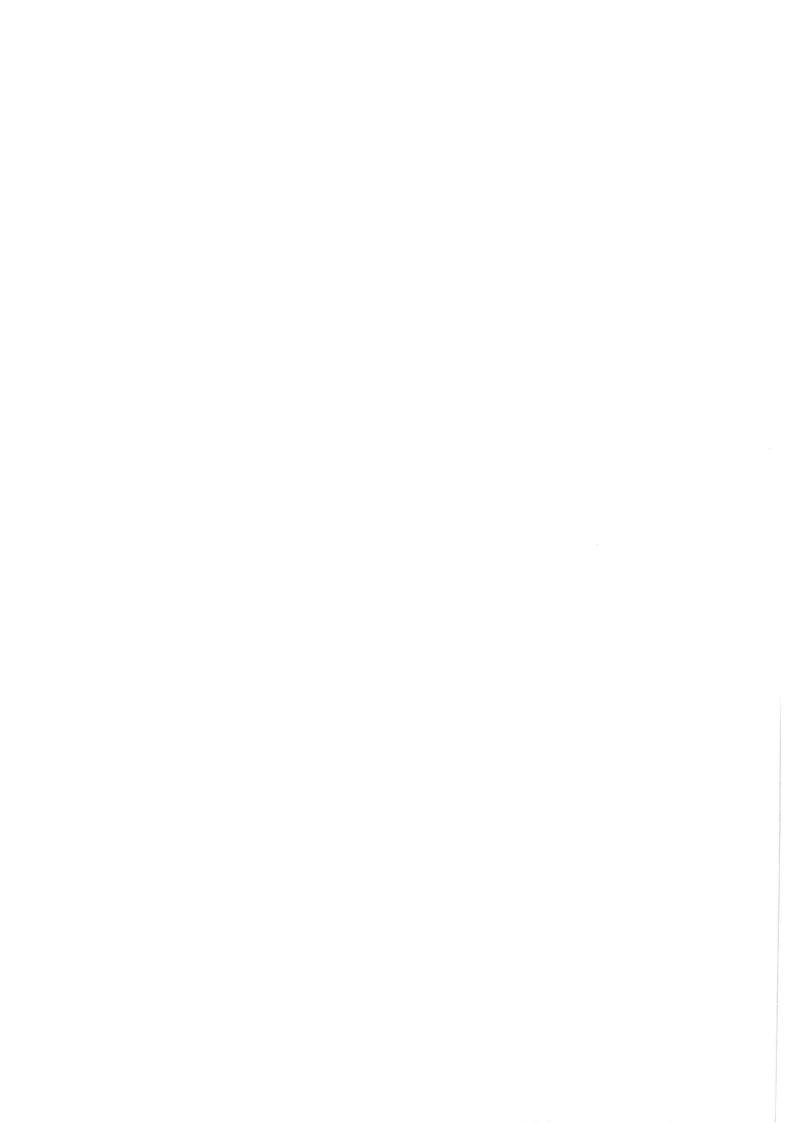
- 6.2.5 Great care is to be taken to avoid damaging the turf by mowing when conditions
- 6.2.6 are adverse.

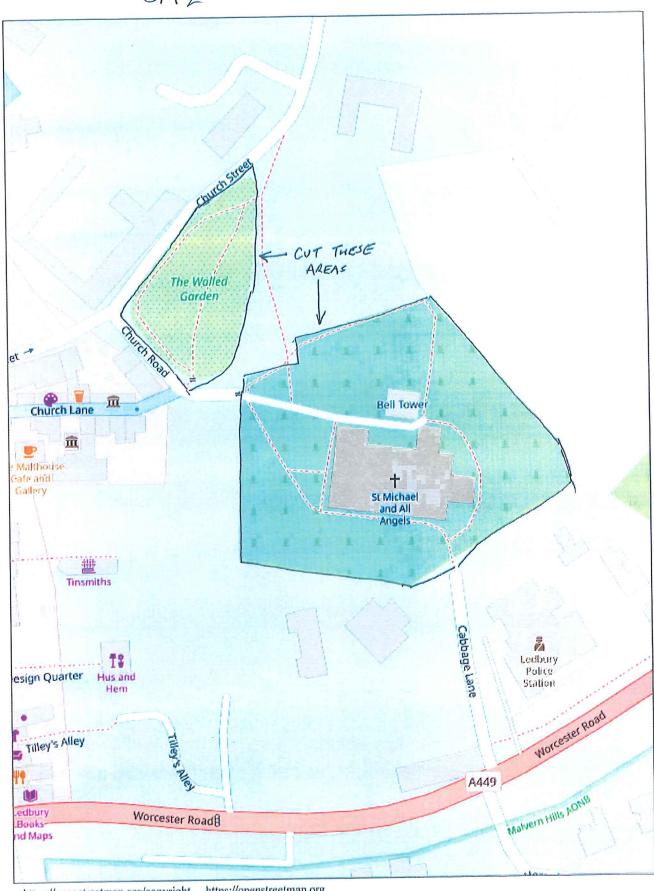
6.3 Specification

- 6.3.1 Unless otherwise instructed mowing/strimming shall take place on the full area of grass at the site, up to paving, fencing, tree bases, shrub beds and any other boundaries or obstacles. Moveable pieces of equipment, nets, hurdles, seats etc. will be moved by the Contractor prior to mowing and replaced when mowing operations are complete.
- 6.3.2 Unless otherwise instructed the Contractor shall take care to cut as closely as possible around obstructions, at edges and margins, and boundaries, and clear arisings from site where necessary. Grass which cannot be cut by machine shall be cut by other means to the same standard as the surrounding area, regardless of surface irregularities which may exist.
- 6.3.3 The Contractor shall cut a clean edge to all edges where they meet kerbing or paths.
- 6.3.4 The Contractor shall form, or reform, good edges to grassed areas where they meet a rose or shrub bed, tree base and remove cuttings.
- 6.3.5. The Contractor shall be required to re-cut any area, deemed by the Authorised Officer to be unsatisfactorily mown, at the Contractors own expense. The Contractor shall not leave rolls or heaps of grass on site or any abnormal amount of cut grass which could become a fire hazard or harmful to the natural growth of the grass. Excess is to be raked off and cleared from site.
- 6.3.6 Should the Contractor cause damage to an existing surface or create divots, tear or scalp areas of grass during grass cutting operations, then the Contractor shall repair and/or reinstate such damage to the satisfaction of the Authorised Officer at the earliest possible time after the event and maintain such area until reestablished.
- 6.3.7 In areas that contain bulbs or corms, the Contractor shall arrange for grass cutting to be undertaken just prior to the emergence of the leaves in Spring. These areas will not be cut again until an instruction is received from the Authorised Officer. The cuttings arising shall all be collected and cleared from site.
- 6.3.8 All persons operating grass cutting machinery must be satisfactorily trained, and the Authorised Officer reserves the right to ask the Contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods and have First Aid facilities and equipment readily available at all times.
- 6.3.9 At each mowing visit, the Contractor shall ensure that tree bases and other obstacles are clean, tidy and weed free by methods to be approved by the Authorised Officer. The tender rate for grass cutting shall include for this associated work. The Contractor must take immediate action to remedy any damage caused to trees or tree supports or any other obstacles, in a manner acceptable to the Authorised Officer.

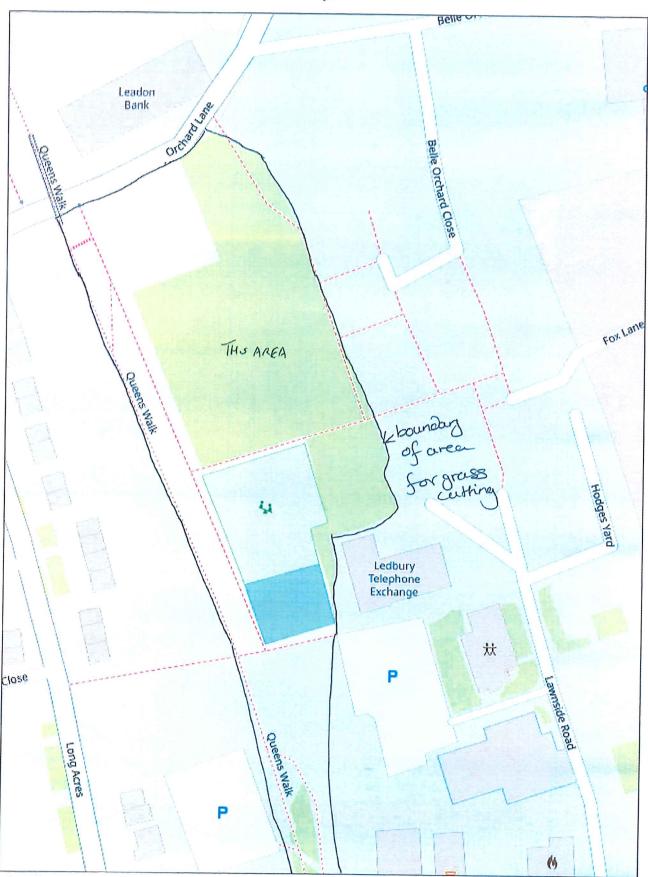
6.4 Variations to Grass Cutting Programme Arising Out of Weather Conditions

- 6.4.1 In drought conditions the following modifications to specified mowing operations shall be implemented at the Authorised Officers discretion:-
 - 6.4.1.1 Cutting heights shall be raised to 40mm
 - 6.4.1.2 Mowing will only continue so long as grass growth continues to reach maximum allowance height.
- 6.4.2 In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to continue without:-
 - 6.4.2.1 Damaging the surfacing, levels and contour of the ground
 - 6.4.2.2 Creating grass cutting divots from the rollers or cutters
- 6.4.3 If the very wet conditions persist and additional operations are required to cut grass and remove arisings, then the Contractor shall agree with the Authorised Officer, a fair and reasonable rate for dealing with the excess growth on the basis of the Schedule of Rates.

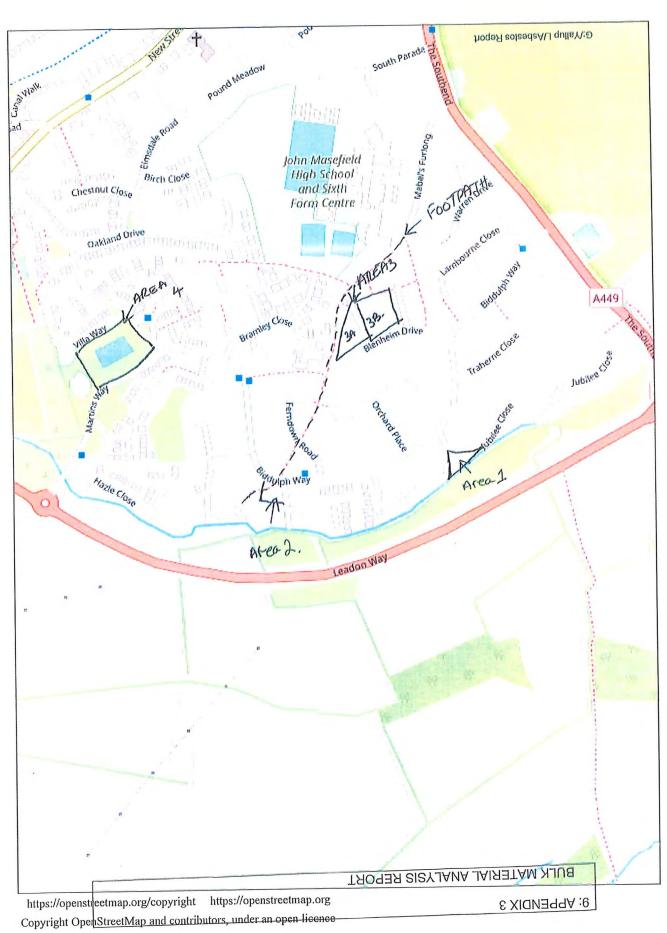




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LEDBURY TOWN COUNCIL

GROUNDS MANAGEMENT

SPECIFICATION

Dog Hill Wood

Maintenance & Management

GM₁

Woodland Management

1. GENERAL

- 1.1 The service required under the Contract must be carried out to the entire satisfaction of the Authorised Officer who will maintain continual inspections to ensure that the standard of maintenance being achieved complies with the Conditions of the Contract.
- 1.2 Failure at any time to achieve the required standards at any location or in any activity, which is part of the Service, will be deemed to be a breach of the Contract.
- 1.3 Methods of maintenance, which would or might impair safe working arrangements or give rise to nuisance or damage to property or inconvenience to residents are unacceptable.
- 1.4 The work will include keeping footpaths and steps clear, grass cutting, maintenance of seats, handrails, weed control spraying, hedging, trees, litter clearance and woodland management. Variations may be required to the Schedule and Specification during the period of the contract; attention is drawn to Clause 4 of the general conditions.
- 1.5 The contractor is to carry out the maintenance of grounds at the premises shown in the Schedule and shall be responsible for the provision of all plant, labour, equipment and materials necessary for the proper execution of the work. The intention of the work specification is to ensure that certain minimum standards are maintained and the monitoring of standards will reflect this.

2. ACCESS TO SITE

- 2.1 Contractors will be required to enter and leave sites by the normal gateways and to co-operate with occupants in matters of security regarding such gates. Contractors will be expected to exercise firm control over their staff both as to work performance and conduct.
- 2.2 Every care should be taken to prevent damage to turf, apparatus and facilities, trees, shrubs and other items. Damage to Council property will be chargeable to contractors.

3. OBSTRUCTIONS AND OTHER CONSTRAINTS

Obstructions and other constraints with regard to access to some locations may prevent the use of large plant. It is the responsibility of the Contractor to ensure that they are aware of all access problems. No claims will be submitted on the basis that access is inadequate or other constraints exist.

4. STATUTORY OBLIGATIONS

4.1 It is the responsibility of the Contractor to familiarise themselves with any Acts or Regulations relating to this Contract. These shall include inter alia:-

The Environmental Protection Act 1990
Health and Safety at Work etc. Act 1974
Food and Environmental Protection Act 1985
Department of the Environment's guidelines on the application of herbicides
Highways Act 1980

5. SPECIFICATION FOR WOODLAND MAINTENANCE AND MANAGEMENT

5.1 General

- 5.1.1 The Contractor will be expected to organise a Woodland Management Programme to keep the woodland in an acceptable condition for access at all times during the year.
- 5.1.2 Running in conjunction with the regular maintenance contract, there is a scheme already in place, in co-operation with the Forestry Authority, for management of certain parts of the wood.
 - Coppicers have already been appointed by Ledbury Town Council to operate this scheme.
- 5.1.3 The contractor will be expected to work in close liaison with the Coppicers, who will advise which areas and scope of work included in the scheme are currently in operation.
- 5.1.4 The contractor will be expected to have ultimate control and report to the Town Council any activities which they may consider to be unsuitable.

5.2 Hedges

- 5.2.1 The hedges adjacent to Upperfields (residential Road)
 - 5.2.1.1 Hedges are to be kept trimmed.
 - 5.2.1.2 Care to be taken to keep street lighting free from foliage and allowance made to ensure traffic is not impeded on the roadway.

5.2.2 Hillfield Drive (residences)

5.2.2.1 Hedges to be kept trimmed to avoid unnecessary overhang into adjacent gardens.

5.2.3 Green Lane

5.2.3.1 Hedges to be kept in neat condition and visibility splays to be retained.

5.2.4 Knapp Lane

5.2.4.1 Hedges to be kept trimmed, bearing in mind that traffic using the main road should not be impeded with overhanging foliage. Care to be taken to keep the traffic signs clear of vegetation from the wood.

5.3 Trees

- 5.3.1 All trees to be monitored for any fallen branches which should be removed from paths etc.
- 5.3.2 Damaged trees to be reported to the Town Clerk
- 5.3.3 No saleable timber should be removed from the site, cut up or used and will remain the property of the Town Council until such time as it is sold or it's use agreed with the Council.

5.4 Litter Collection

5.4.1 Prior to grass cutting in specified areas, the Contractor shall inspect the area and remove all bottles, tins and other such debris. All such material shall be removed from site to a suitable tip, not placed in adjacent bins.

LEDBURY TOWN COUNCIL — Play Area Specification March 2019 — GM3

Play Areas Equipment (1&2) & Skatepark (6)		
General maintenance & Inspection	All equipment is to be inspected weekly, a completed Monitoring Report is to be lodged in the office.	
	Routine oiling and general maintenance should be carried out at that time. Any repairs necessary for safety reasons should be carried out immediately, or steps taken to prevent the use of the equipment, until such time as it is made safe. The office should be advised of this as soon as practicable.	
	The inspection shall be carried out according to the 'ROSPA Check List', which will be made available.	
	Equipment and furniture shall be kept as free of graffiti is possible, with painting and cleaning as required.	
	A report sheet be handed to the Office following each weekly inspection, when any further work will be considered/ authorised. NB: An annual inspection will be carried out by ROSPA. This usually takes place in March.	
Safety surfacing	All rubber surfaces shall be kept clean and free of grass cuttings and moss. Tiles should be weeded and sprayed with an approved weed killer, as instructed by the Town Council.	
	Bark should be forked away weekly and topped up as necessary to keep the regulation depth.	
Litter/leaf clearance	Skatepark to be swept or blown daily with all debris removed.	

Hard standing/basketball pitch (3), designated Car Park and Footpaths (4), Covered seating areas (6)		Unit Price
General Maintenance	These areas to be monitored for moss, weeds and litter and general wear and tear. Any work required other than routine should be reported to the Clerk.	



ROSPA - Routine Inspection of Play Areas - GM3



Introduction

The regular check of the children's playground is intended to be quick and simple. Its primary function is to identify faults or dangers arising from vandalism or breakage.

Such inspections can be carried out by staff other than specialists whose duties may take them to the playground from time to time. It may be economic to tie it to a contract cleansing company, for example. Training is available from RoSPA.

Training can be linked to the annual inspections. Annual inspections should be carried out by an independent, suitably qualified specialist.

Site and ancillary items

- Are signs present and legible?
- Are road barriers present and in good condition?
- Are fences complete and secure?
- Are the gates in working order?
- Are pathways undamaged and unobstructed?
- Is the site free of litter or any dangerous object?
- Are the seats secure and undamaged?
- Are the litter bins secure and undamaged?
- Have they been emptied?
- Has the planting been damaged?

Surfacing

Is all safety surfacing undamaged?

Are loose-fill surfaces at the right level?

Equipment

All items

- Are all supports present?
- Is all timber work undamaged?
- Are all safety barriers present?

Swings

- Are the swing chains unbroken?
- Are the seats fixed on securely and undamaged?

Slides

- Are the steps undamaged?
- Is the chute undamaged?
- Is it clear of foreign objects?

Roundabouts

- Does it revolve smoothly and noiselessly?
- Is it undamaged?
- If it has a speed governor, does this work?

Rocking items

- Does the item move smoothly and noiselessly?
- Are all safety guards present?
- Does it strike the ground?

Spring items

- Does the item move freely and noiselessly?
- Is the spring undamaged?
 Climbing frames
- Are all the bars in place?
- Are they securely fixed?

Cable runaways

Does the runner move smoothly and noiselessly?

Sand play

• Is the sand free of rubbish?

Ropes

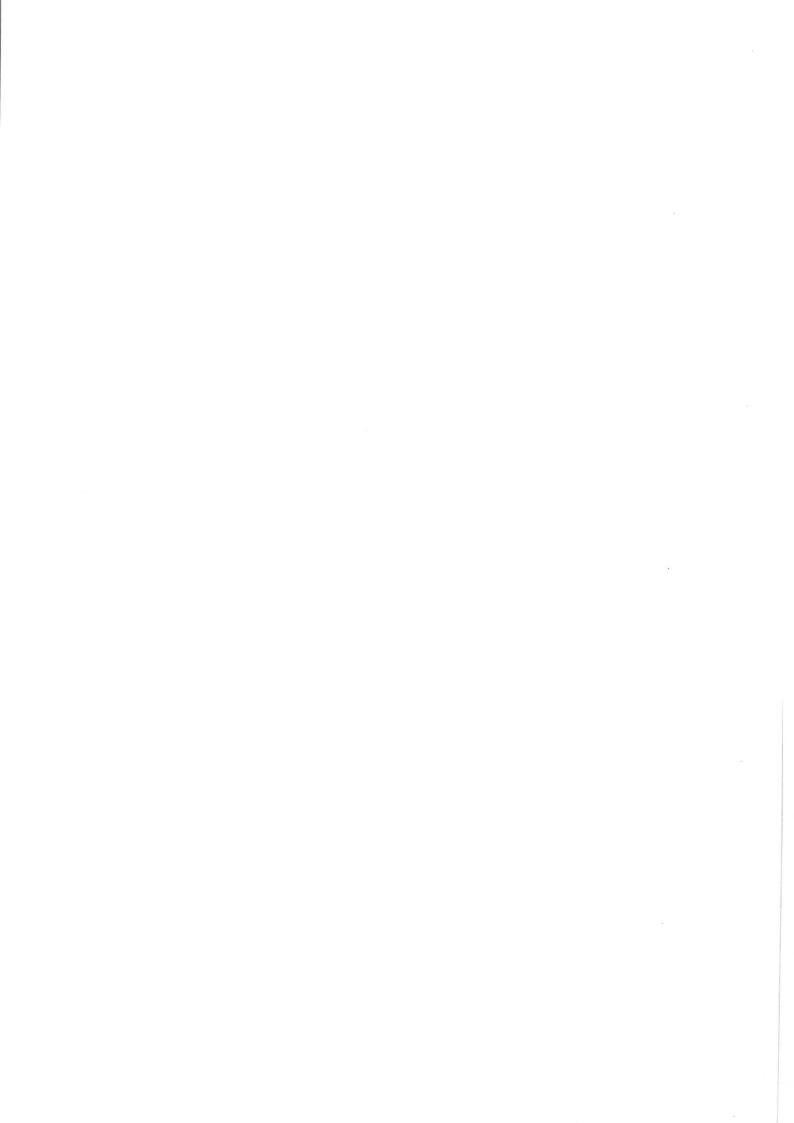
- Are the ropes secure and undamaged?
- · Are the connectors present?

Multi-play items

- · Are the guard rails present?
- Are there signs of new timber where a piece has been removed?
- Are there holes in the metal indicating where a piece has been removed?

Recording

- Have you reported all faults?
- Have you dated and signed a log book on completion?



Equipment

Skatepark

6 Ramos of varying design

Play area 1

- 2 climbing devices
- 3 combination slide and climbing
- 1 rope slide
- 3 swings
- 1 see saw

Area 7 exercise

- 1 exercise bike
- 1 double strider
- 1 double CrossFit strider
- 1 balance device
- 1 double pull up bars
- 1 double arm press
- 1 double rowing machine

Area 4 basketball pitch

2 hoops and backboards

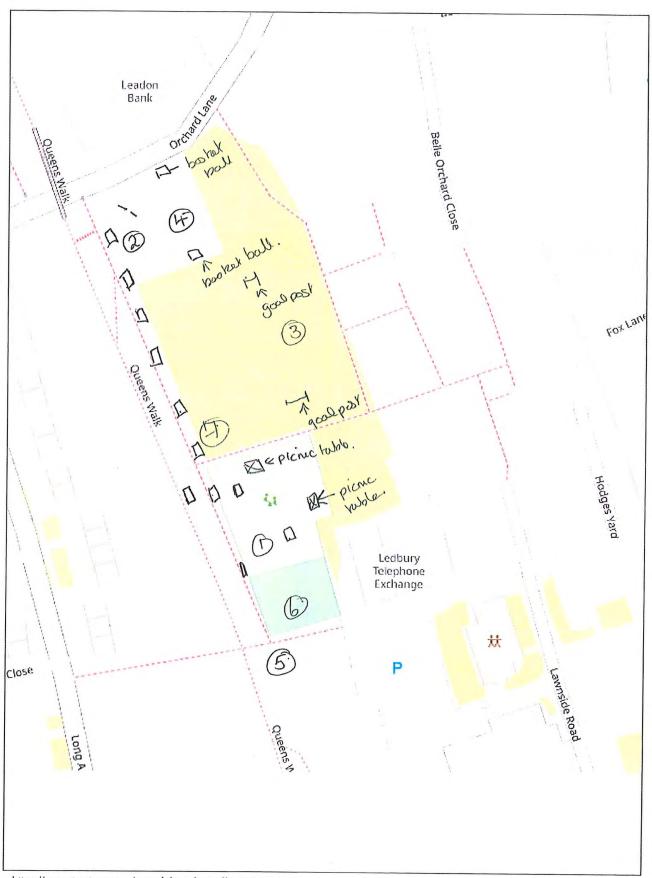
Area 3 football

2 goalposts

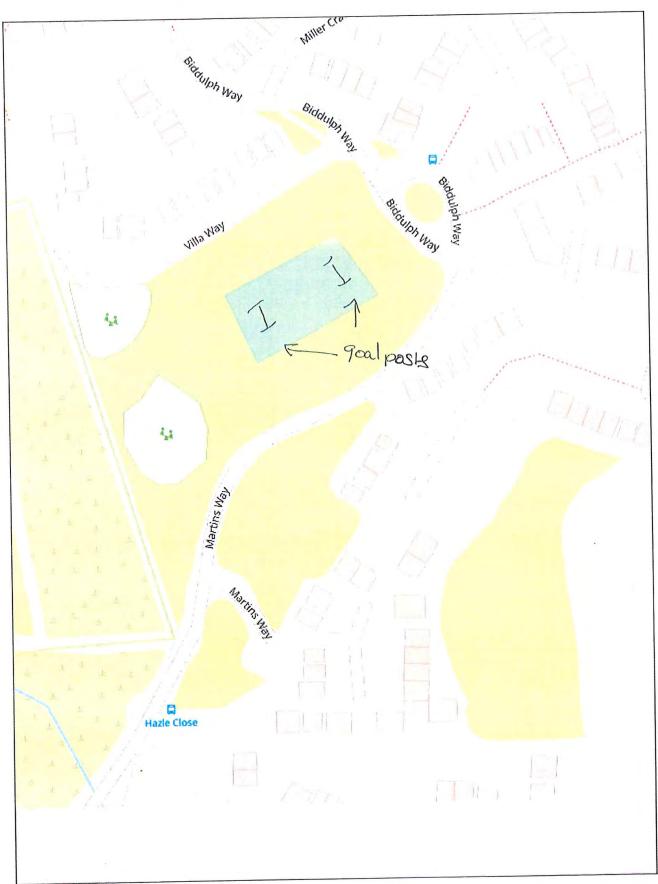
Martins way

2 goalposts

1449



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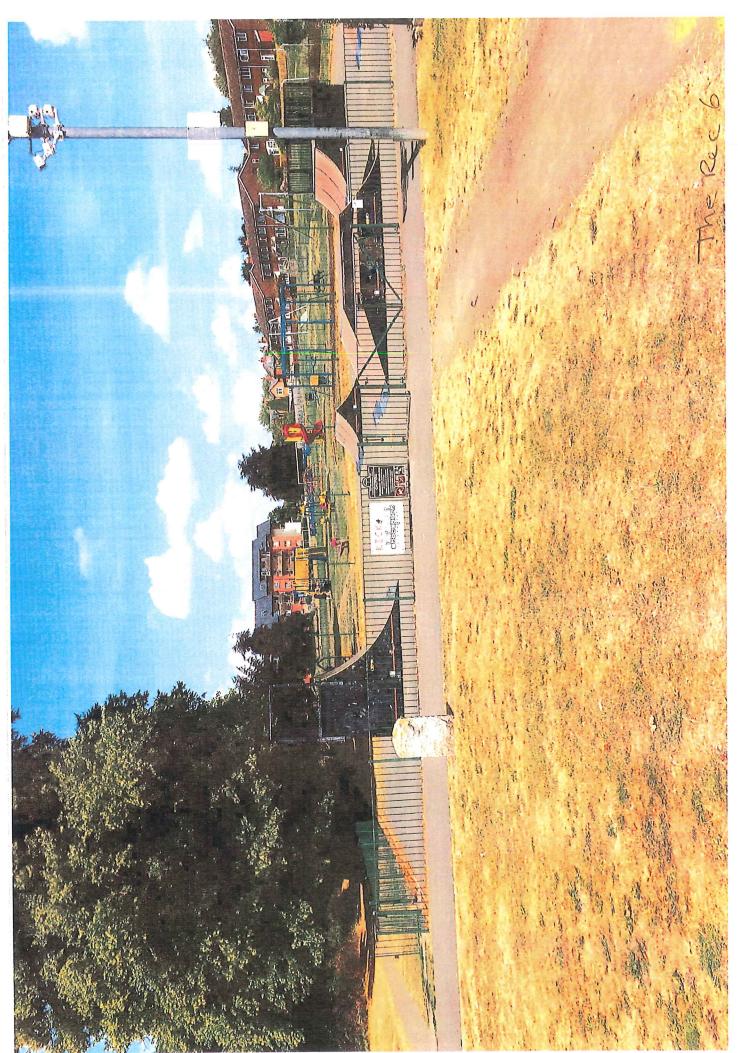


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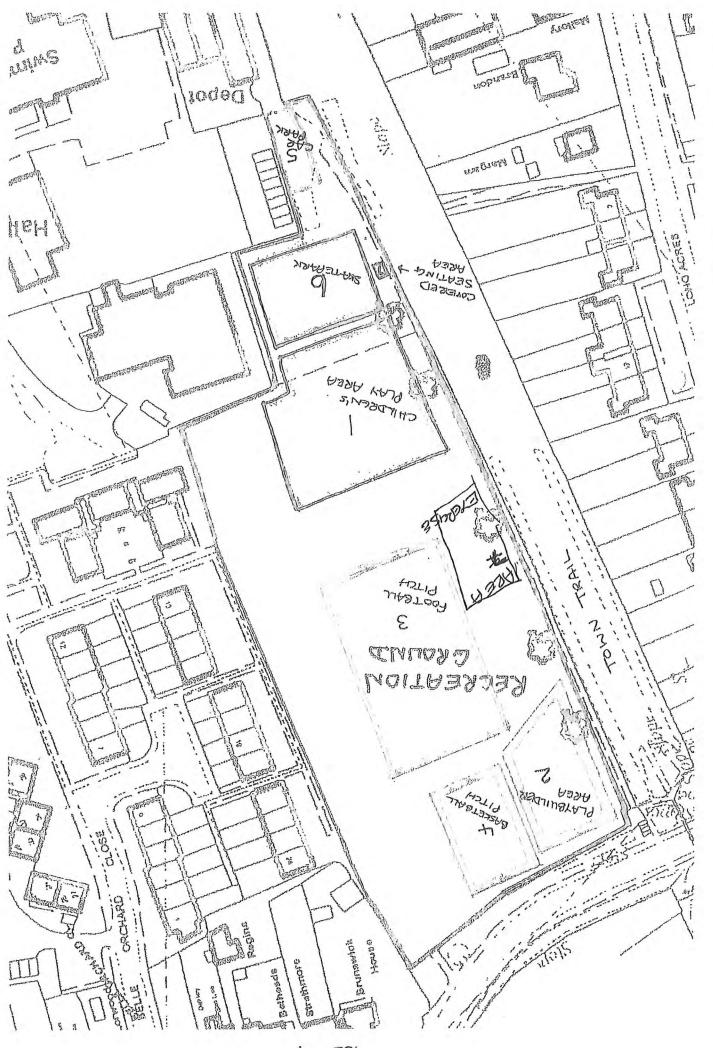




455 VES









LEDBURY TOWN COUNCIL

GROUNDS MANAGEMENT

SPECIFICATION

Benches
Maintenance & Management

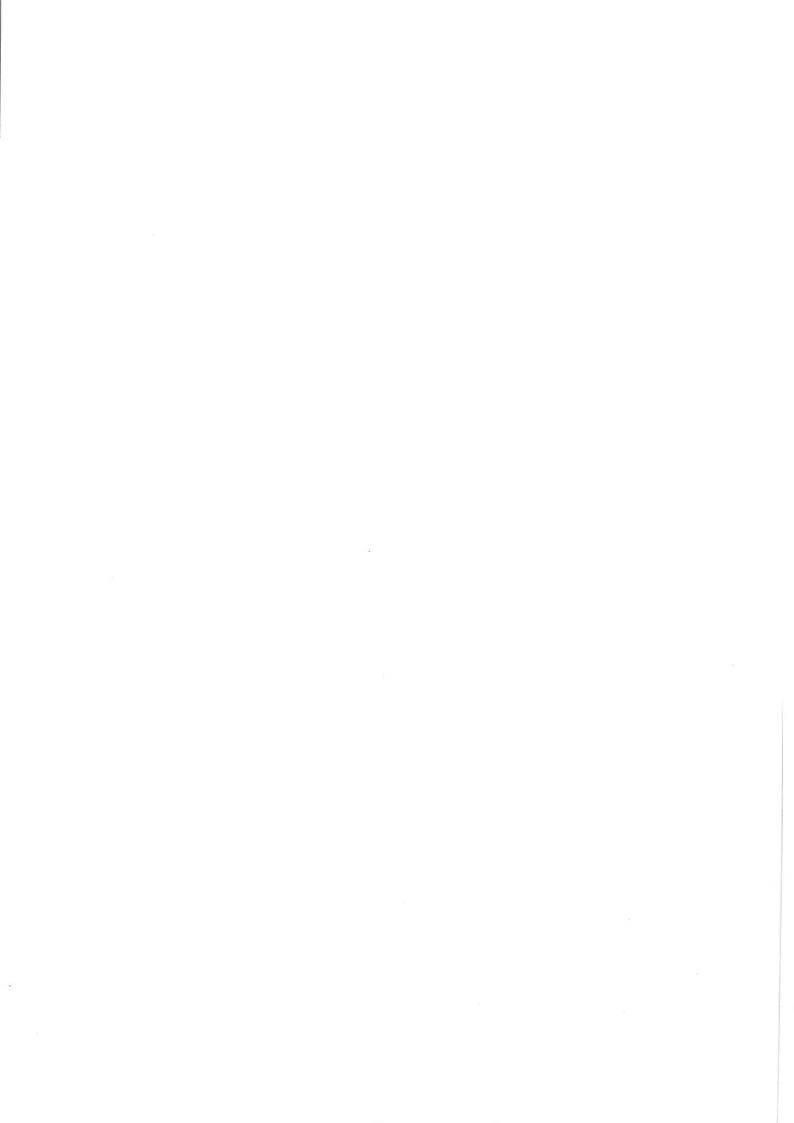
GM4

Queens Walk Gardens	All handhas to be increased.
5 x metal benches	All benches to be inspected weekly; Faults to be logged and reported to the Deputy Clerk; Repairs to be undertaken to ensure bench safety as and when required If replacement needed report to be provided to Deputy Clerk; All ground surfaces to be inspected and any damage reported; All weeds to be cleared; All litter to be collected and removed off site (not to be placed in locality
Queens Walk Path (Town Trail)	litter bins).
4 x metal and concrete backless	All benches to be inspected weekly; Faults to be logged and reported to
benches	the Deputy Clerk;
3 x metal benches	Repairs to be undertaken to ensure
1 x wooden bench	bench safety as and when required;
	If replacement needed report to be
	provided to Deputy Clerk; All ground surfaces to be inspected
	and any damage reported;
	All weeds to be cleared;
	All litter to be collected and removed
	off site (not to be placed in locality
Play Area 1	litter bins).
1 x wood and metal bench	All benches to be inspected weekly;
1 x wood and concrete bench	Faults to be logged and reported to the Deputy Clerk;
2 x picnic tables	Repairs to be undertaken to ensure
	bench safety as and when required:
	If replacement needed report to be
	provided to Deputy Clerk;
	All ground surfaces to be inspected and any damage reported;
	All litter to be collected and removed
	off site (not to be placed in locality
Nov. Ave. 2	litter bins).
Play Area 2 2 x wooden benches	All benches to be inspected weekly;
A MOODELL DELICITES	Faults to be logged and reported to
	the Deputy Clerk; Repairs to be undertaken to ensure
	bench safety as and when required;
	If replacement needed report to be
	provided to Deputy Clerk;
	All ground surfaces to be inspected
	and any damage reported;

All litter to be collected and remove off site (not to be placed in locality litter bins).

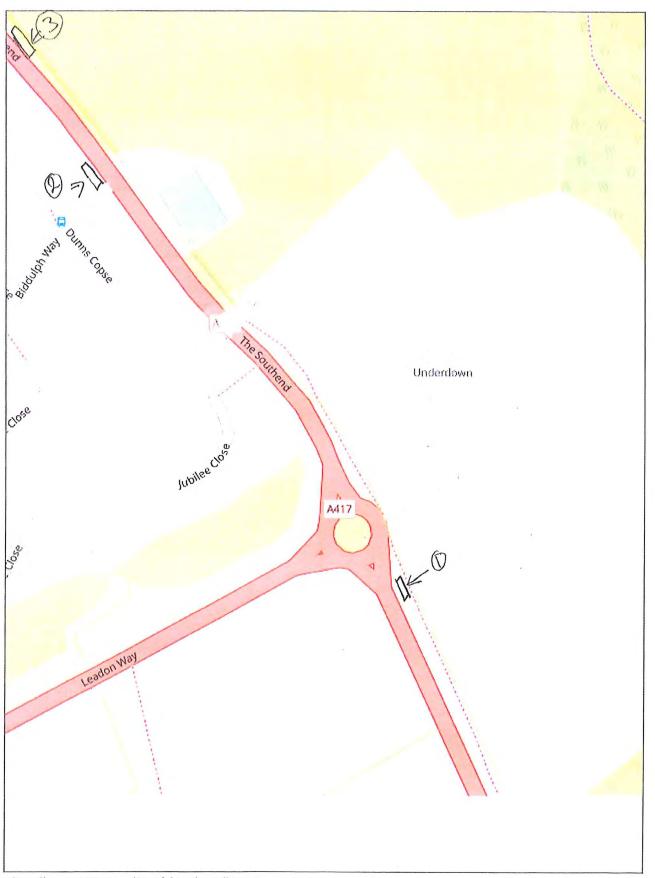
Jubilee Close	All benches to be inspected weekly;
1 Metal curved back bench	Faults to be logged and reported to the Deputy Clerk; Repairs to be undertaken to ensure bench safety as and when required; If replacement needed report to be provided to Deputy Clerk; All ground surfaces to be inspected and any damage reported; All litter to be collected and removed off site (not to be placed in locality litter bins).

All benches to be inspected weekly;
Faults to be logged and reported to the Deputy Clerk;
Repairs to be undertaken to ensure bench safety as and when required; If replacement needed report to be provided to Deputy Clerk; All ground surfaces to be inspected and any damage reported; All litter to be collected and removed off site (not to be placed in locality litter bins).
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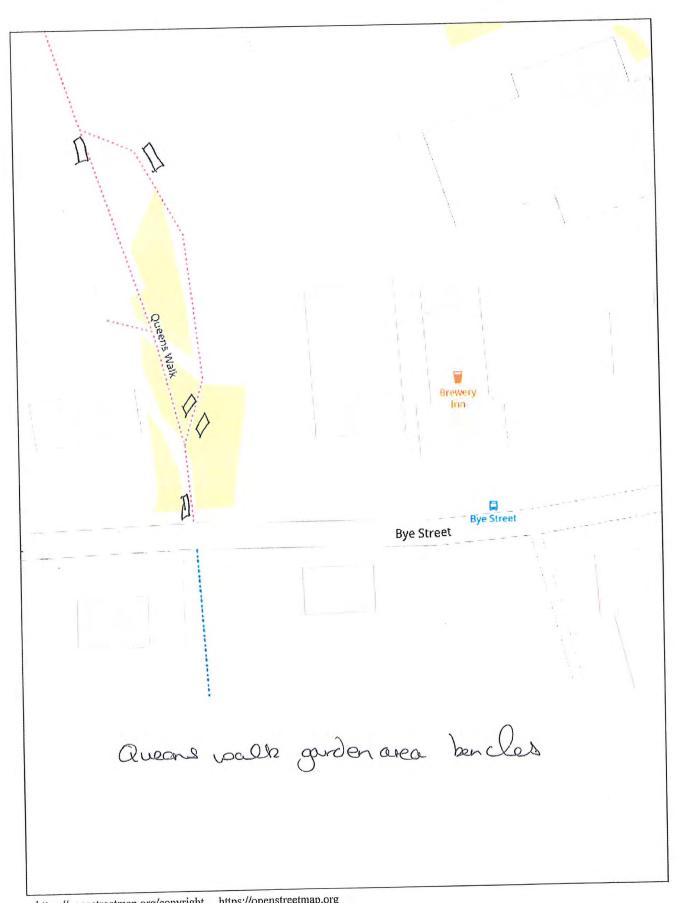
Benches

The Rec		
	Queens walk gardens	5 metal
	Queens walk path (town trail)	4 metal and concrete backless
		3 metal
		1 wooden
	Play area 1	1 wood and metal
		1 wood and concrete
		2 picnic tables
	Play area 2	2 wooden
Jubilee close		1 metal curved back
Gloucester Road		3 type undetermined
Dog hill wood		2 picnic tables wooden

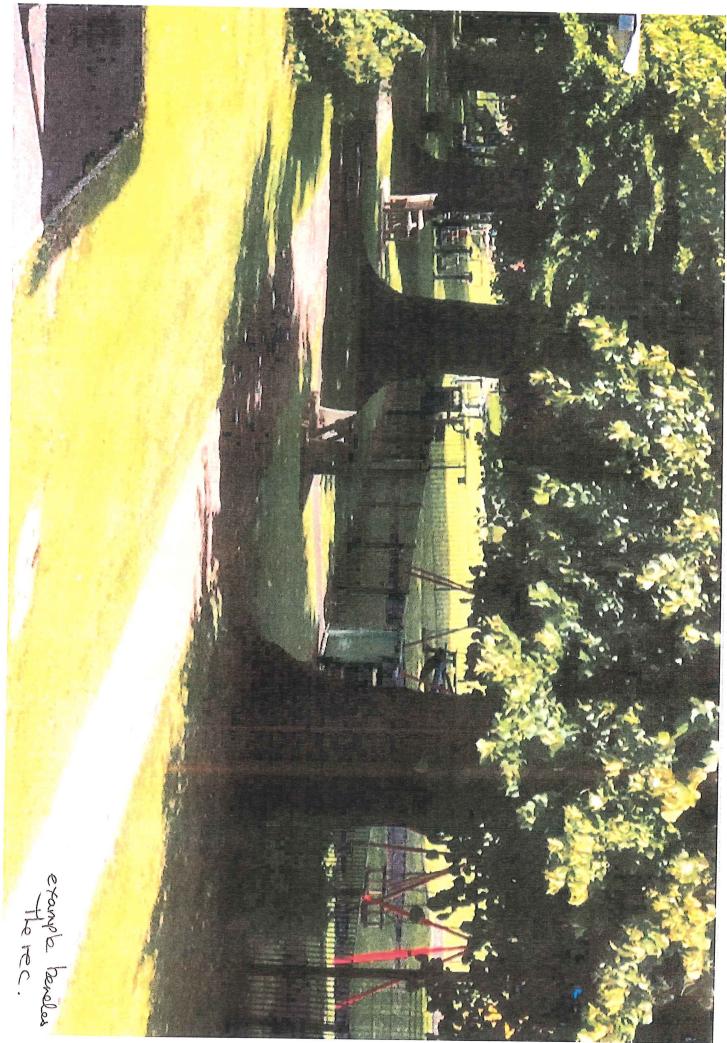


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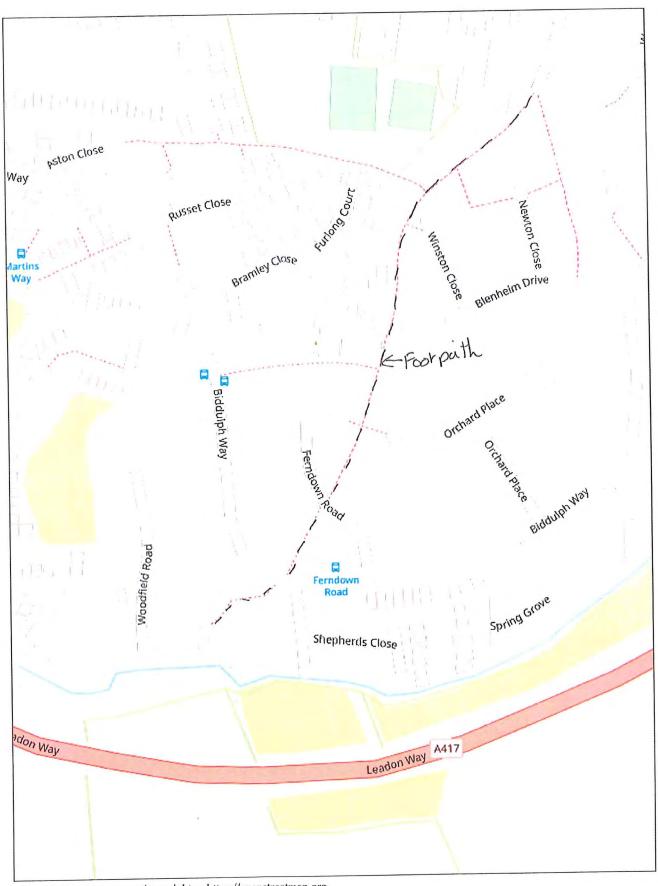
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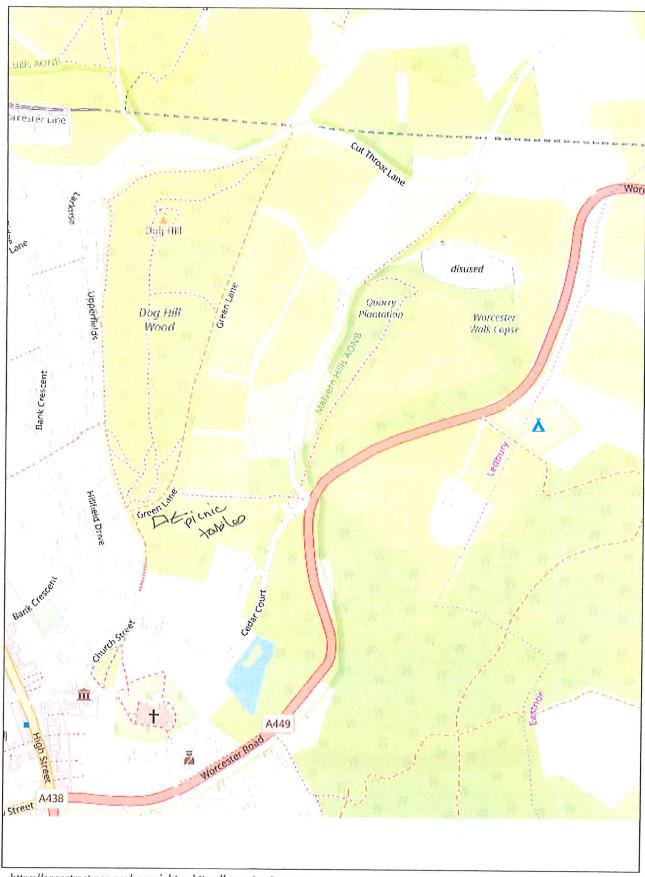
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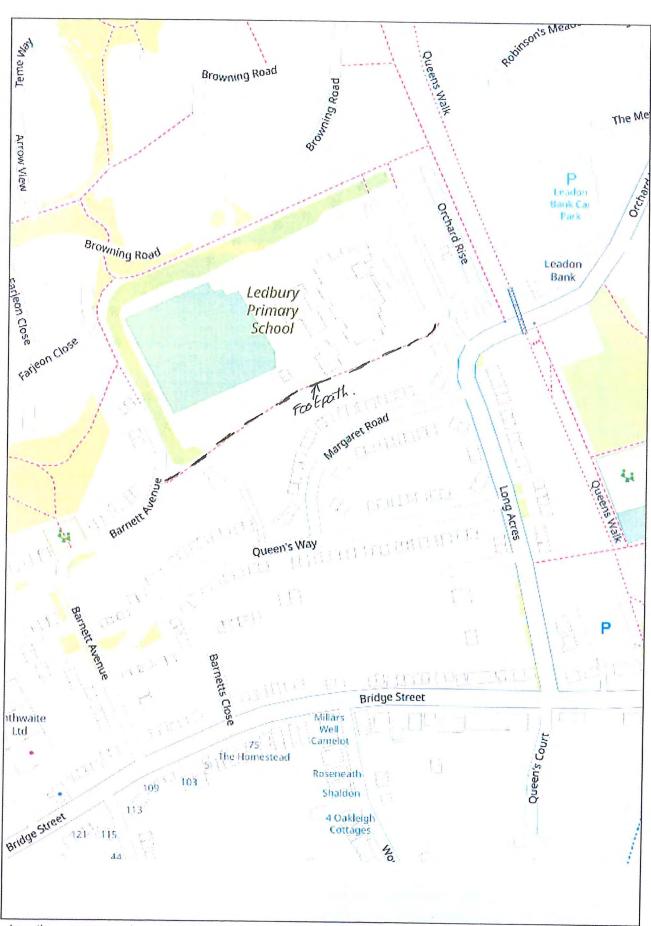


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LEDBURY TOWN COUNCIL

		ACENDA ITEM. 44
ENVIRONMENT & LEISURE COMMITTEE	27 SEPTEMBER 2022	AGENDA ITEM: 11

Report prepared by Julia Lawrence, Deputy Town Clerk

DOG HILL WOOD

Purpose of Report

The purpose of this report is to update Members of the Environment & Leisure Committee regarding activities at Dog Hill Wood.

Detailed Information

1 Update re Visit to Dog Hill Wood

On Friday, 8 July 2022, Councillors Shields, Sinclair and Whattler joined the Deputy Clerk for a guided walk in Dog Hill Wood with Guy Tustin, who has previously been involved in Ledbury Town Council's Woodland Management Plan. The meeting was extremely useful as it highlighted some of the works that need to be done including:

- General enhancement to the North End Car Park Gateway. A new galvanised 7-bar gate is to be purchased shortly and an aluminium sign has already been acquired requesting visitors not to park in front of the gate in case emergency vehicles need access.
- Ivy clad trees to remove ivy from some trees throughout the woodland especially trees of value be they timber trees or firewood but leaving some for wildlife.
- Restore Coppice Coupes on a yearly rotation, completely cut understory (vegetation) and allow for regeneration. Thin the high forest trees to allow light in and promote understory. Promote the felling of Ash due to disease.
- Hedge laying parallel to Upperfields. Use existing hazel close by.
- Ash Die Back Monitor this six monthly. It is quite apparent that Ash Die Back is in the Wood and monitoring trees regularly is recommended. If felling is necessary, then provision is made for planting up with species not so susceptible to disease.
- Quarry dangers this area needs to be further addressed.
- Tree survey It was recommended that a general tree survey is undertaken as one was carried out at Dog Hill Wood approximately ten years ago. Quotations have been received and is dealt with under Item 2.
- Volunteering During the visit, we discussed the possibility of coppicing being carried out by volunteers along with the hedge laying, both of which could be taught by Guy Tustin.

 Upon successful restoration of the coppice rotation and thinning of the high forest, then encouragement of Wildlife Groups, bird boxes, bat boxes, door mouse boxes including the making of and erecting in a way that does not damage trees, by using timbers milled from Dog Hill Wood.

As Members are aware this meeting was delayed due to the death of Her Majesty Queen Elizabeth II. As a result of this and the need to progress with the tree works for Health & Safety purposes the Clerk met with the Chair of the Committee (Councillor Chowns) to consider the quotes in for the tree works.

It was agreed that Company B be appointed to undertake the tree survey, the reasoning behind this was that they had advised in their quote that the trees would be tagged ad plotted on an electronic map, which would prove invaluable in future years.

2 Next Steps

The restoration of the coppice rotation will easily cover a period of seven years, starting from this Autumn, with the intention to concentrate on one coppice per year.

Tree Safety Survey

In order to start and progress this programme of works, quotations have been received from Arboricultural specialists to carry out a Tree Safety Survey. This Survey is for the purposes of tree health whereby there could be possible/potential dangers to the public being an amenity woodland. The concentration being on trees close to the rides/footpaths. The specialists have been asked to advise Ledbury Town Council, if, for instance, there is a 100 foot tree with a rotting basal close to the rise/footpath that would be deemed dangerous, but if it has a significant lean into a coupe and the likelihood of falling into that coupe away from the ride/footpath, then they may decide that it can be left with a view to revisiting it in, say, five years' time.

Seven companies have been approached to tender a submission. Of the seven companies, quotations for the Tree Safety Survey have been received from three companies, two other companies confirmed that they are already committed for the next three months, another company felt they did not have sufficient qualifications to carry out the survey and one company has not responded.

Members of the Committee are asked to consider and select one of the three companies below who should be commissioned to carry out the Tree Safety Survey:-

Company A

This is a small consultancy practice with the main consultant starting his career in 1975, having studied forestry at Aberdeen University from 1977 to 1981, moving to Unilever as a Forestry Manager in the Solomon Islands until 1983. Since then, he has been based in Gloucestershire assisting clients to manage

their woodland, trees, and vegetation throughout Southern Britain, and occasionally in northern England, Scotland, and Northern Ireland. In the mid-1980s to mid-1990s, he taught chainsaw, tree felling and tree surgery courses at Worcestershire Agricultural College and subsequently was assessed and passed as a LANTRA assessor in these skills and held NPTC certificates of competence in chainsaw use on the ground and up trees.

Current qualifications include:
BSc Forestry Hons 1st Class, Aberdeen 1981
Chartered Forester 1986
Fellow of the Arboricultural Association 1995
Arboricultural Association Registered Consultant, from 204 to May 2021
Chartered Environmentalist, April 2008

The Company were successfully assessed by Safety management Advisory Services (SMAS) for many years as meeting CDM Regs 2015 Core Criteria Stage 1, as a Worksafe Consultant, which expired in September 2020. The company did not renew as it was "too small an operation," to justify renewing.

Its client base is extensive including English Heritage, Amey Mouchel Ltd, CRH Tarmac Ltd, Stroud District Council, Malvern Hills District Council, Ledbury Town Council, British Waterways, working on rural estates in Herefordshire, Worcestershire and Gloucestershire, plus private woodland owners in southern England and Wales, to name a few.

The company has £5M Public Liability and £2M Professional Indemnity insurance.

Fees:-

The company proposes to inspect using visual tree assessment plus using hand tools. All recommended work to be prioritised into safety or management work over the next three years.

Walk Dog Hill Wood to mark trees for felling (and possibly surgery but as this is a Wood, they would want to keep cost	
to a minimum – Half day	£350.00
Report and work specification – Two Hours	£220.00
Total, excluding VAT	£570.00

Company B

This Company is run by the Principal Consultant, who is one of the most highly qualified arboriculturists in the country, holding a Masters degree in Arboriculture and Urban Forestry. He has over 15 years' experience surveying trees and holds the LANTRA Professional Tree Inspection qualification, as well as being a Professional Member of the Arboriculture Association.

The Company tends to specialise in BS5837 surveys and reports, tree health and condition surveys and veteran tree management across Herefordshire, Worcestershire, Gloucestershire, Birmingham, Cardiff, and London, liaising with landowners and managers, local authorities, architects, engineers, and contractors. Previous clients include the Royal College for the Blind, Ledbury Town Council, Hereford Diocese, the National Trust, and numerous private estates.

The company has £2M Public Liability and £2M Professional Indemnity insurance.

Fees:

The company will survey all trees within Dog Hill Wood within falling distance of high use targets in order to identify and record trees that may present a risk to visitors or nearby property and rights of way. Trees to be tagged and plotted on an electronic map of the site. The following information for any such trees is to be recorded:

- o reference number; species;
- o GPS location;
- o potential impact area;
- detailed condition for trees exhibiting potential defects/health issues or are considered in any way hazardous;
- priority for attention and works considered necessary including detail of the work required.

Total, excluding VAT

£495.00

Company C

This is a local company, established in 1996 and working across Herefordshire, Worcestershire, Gloucestershire, the Cotswolds, Midlands, and South Wales. With over 25 years' experience, all staff are fully trained and supervised to ensure work is carried out to British Standard 3998:2010 and the European Tree Pruning Guide. Their range of work covers risk assessments, development site consultancy, tree management and contracting works.

Its client base includes local authorities, the National Trust, developers, architects, land, and homeowners.

The company is comprehensively insured for the sum of £5M.

Fees:

They will carry out general health and condition inspections of trees and make recommendations for the safety and long-term management. All trees in high-risk areas to be inspected, i.e. within falling distance of roads, footpaths, rides or adjacent properties.

Any tree found to require attention to be listed in report and marked on accompanying sketch plan. Trees found to require felling to be marked with a spray paint number, trees found to require tree surgery to be identified with an aluminium numbered tag. Trees listed in report to be categorised:

- Category 1 Urgent, immediate safety work required as soon as practicable
- Category 2 Safety, within 6 months
- o Category 3 Remedial, within 12 months
- Category 4 Long term maintenance
- Category M Monitor

Total, excluding VAT

£695.00

Volunteering Works

The Deputy Clerk has been liaising with some local organisations, such as Ledbury Naturalists, Sustainable Ledbury and Herefordshire Wildlife Trust to see if they would be willing to volunteer some free time to help in clearing the understory, help with hedge laying and/or coppicing. As part of that programme, it is highly likely that some training will need to be provided and Guy Tustin has confirmed that he would be willing to offer training sessions on the basis of £400.00 per day for training a group of not more than 12 people working in pairs. This cost would be the same for coppicing/laying and hedge laying.

At this stage, it is envisaged that no more than a day would need to be spent on each and the coppicing/layering could be taught in a day, so allowing a maximum of up to three days. However, these two exercises are usually carried out separately as the felling needs to happen in between.

In order to boost this programme of works and our search for volunteers, the attached advert (Appendix A) has been advertised on social media, LTC's website and in its newsletter, liaising with John Masefield High School, HVOSS and time permitting, to have a small advert in 'Ledbury Focus.'

In order to carry out the above works, Ledbury Town Council would also need to invest in some tools, such as billhooks/slashers, pruning saws and sharpening stones as well as some pairs of gauntlets (as brambles are not friendly) and gloves. An estimated cost for these items would be circa £680.00 + VAT.

Ledbury Town Council would also need to make provision for insurance cover for volunteers and put in place arrangements for First Aid (person/s plus kit).

The Quarry

This report makes no reference to the Quarry and the potential dangers associated with it in terms of fencing off the area, at the top, to make it safe. Therefore, it needs further discussion by Ledbury Town Councillors as to what steps should be taken, if any, to ensure that visitors do not "overstep the mark"

in terms of boundaries. This item is to be addressed at the November meeting of the Environment and Leisure Committee.

Tree Felling Costs

It has been acknowledged that it is difficult to quote at this time until the understory has been reduced. If there are valuable timbers to be felled for the benefit of the woodland, in general two factors can be considered: Ledbury Town Council would want to sell the timber sticks or, if Guy Tustin was commissioned to fell, extract, and remove from site, then timber could be bartered in exchange for payment. A consideration that Ledbury Town Council would need to debate at a later date.

3 Geological Signs

Members of the Environment and Leisure Committee will be pleased to note that the two new geological signs and lecterns are being delivered to Ledbury Cemetery on 21 September 2022 and will shortly afterwards be installed as a new feature to Dog Hill Woods. These have been funded via the Great Places to Visit funding.

Recommendations

- 1. That Members of the Environment & Leisure Committee endorse the actions taken by the Chair and Clerk in respect of the Tree Survey, noting that they appointed Company B to undertake the survey for the reasons given above.
- That Members of the Environment & Leisure Committee accept and approve for Guy Tustin to provide up to three days training, at £400.00 per day, as and when required, for volunteers to assist in the programme of works stated above.
- That Members of the Environment & leisure Committee accept and approve for the purchase of appropriate tools for use by volunteers, to the sum of £680.00 + VAT.



Ledbury Town Council ("LTC") is looking for volunteers to help maintain Dog Hill Wood, Ledbury.

LTC is about to embark upon a rolling programme of works this Autumn, working on a section of the Wood (a coupe) each year, before moving on to coupe two in the following year and so on. This work will entail anything from assisting in the coppicing of areas to allow regeneration, hedge-laying and coppicing of trees. We also want to repair/reinstate some of the benches located around the Wood, install bird/bat boxes and bug hotels and ensuring that footpaths are kept clear and that the area is generally kept litter free.

If you have general gardening or woodland skills, able to assist in removing the understory, experience of hedge-laying or coppicing and are willing to spare some of your free time, then we would love to hear from you. Full training and equipment will be provided.

In the first instance, please provide your contact details confirming your areas of expertise, so that we can utilise your skills in the most appropriate way.

Please send your details to: Deputy Town Clerk Ledbury Town Council ail: deputuclerk@ledburutowncouncil.go

Email: deputyclerk@ledburytowncouncil.gov.uk
Tel: 01531 632306

Closing date: Friday, 17 October 2022



LEDBURY TOWN COUNCIL

ENVIRONMENT & LEISURE COMMITTEE	27 SEPTEMBER 2022	AGENDA ITEM: 12

Report prepared by Julia Lawrence, Deputy Town Clerk

CEMETERY UPDATE

Purpose of Report

The purpose of this report is to request Members of the Environment and Leisure Committee to consider and select various companies to undertake works to improve the general appearance of the Cemetery grounds, as well as making significant improvements to the internal space of the Cemetery Chapel, so that it is more welcoming and a place that is enjoyable to visit.

Detailed Information

12.1 Ongoing Works

12.1.1 Clearance of lvy on wall joining the Football Club

Members of the Environment and Leisure Committee will be aware that works to remove the ivy along the frontage on to New Street was completed a few months ago. However, the ivy that sides with the Football Club remains outstanding. Along this wall there is substantial ivy growth as well as shrubs/trees growing close to the wall and in some areas the ivy has dense growth on the side of the Football Club. Councillors who attended the Cemetery back in June agreed that this should be removed and therefore quotations have been received from appropriate contractors to undertake this work.

As stated, the ivy is rather substantial in places and not only will it take some time to remove it, it will also result in a lot of debris to dispose of, which has been included in the quotations. Members will need to appreciate that once the ivy/vegetation is removed, it may show mortar damage to the wall caused by the ivy. However, one of the next jobs that will require attention at the Cemetery will be to arrange for the walls to be re-pointed where needed.

Therefore, Members are asked to consider the quotations below in order that a contractor can be selected for the ivy removal along the wall that joins the Football Club. All contractors are aware that should they be successful, appointment is subject to receiving copies of their public liability insurance, risk assessment and method statement, which must be received prior to commencement of works.

Company A

This is a local company to Ledbury who has carried out works for Ledbury Town Council in the past.

They envisage the job taking up to 8 days, to be completed by 3 men. Should the work be completed in less time, the cost would be adjusted accordingly.

Cost: £3,860.00 + VAT

Company B

This company is based near Cheltenham and again has carried out work previously for Ledbury Town Council.

They envisage the job taking one day, to be completed by 3 men.

Cost: £900.00 + VAT.

Company C

This company is also known to Ledbury Town Council and is based in Woolhope, Hereford. This company has also made reference to the dead debris located in the lower corner fronting New Street, which was not part of the quote, but have, nevertheless included it within their quote.

They envisage the job taking 5 days, to be completed by 2 to 3 men.

Cost: £3,125.00 + VAT.

Company D

This is a Hereford based company. Should they be successful, they have intimated a start date of the end of October/early November weather permitting. They are able to provide confirmation of insurance cover and RAMs.

They envisage the job taking 5 days, to be completed by 2 to 3 men.

Cost: £2,910.42 + VAT

12.1.2 <u>Maintenance of Graves</u>

Press releases have been issued advising members of the public concerning the maintenance of graves in the Cemetery and that the responsibility falls with owners to maintain. A further press release has been issued reminding people not to park in front of the main gates, as the mortuary requires access 24/7, and visitors to the

Football Club tend to overlook this. A new sign will also be erected to this effect.

12.2 Cemetery Chapel

When Councillors visited the Cemetery, time was spent reviewing the condition of the Chapel. The Chapel is locked for the majority of time unless it is requested to be opened for funeral services as well as candle lighting events at Christmas. The cleanliness and general appearance of the Chapel is extremely poor as it is not cleaned on a regular basis, the carpet is stained and the wooden flooring/pews are in need of re-staining. Councillors agreed at that visit for the Deputy Clerk to obtain costs so that works could be undertaken.

12.2.1 **Carpet**

Councillors requested that costs should be obtained for both carpet runners and carpet tiles. Four companies were requested to provide quotes and despite requesting costs for both options, not one company was willing to give a quote for carpet tiles, therefore this is not included below. Two companies, both based in Malvern, were unable to provide a quote.

Company C1

This is a local Ledbury company whose quote is to supply and fit 2 runners in Gala Carpet, to include the uplifting and disposing of old flooring bearing in mind the existing carpet is stuck to the tiles.

The cost inclusive of all materials and labour is £443.58.

Their normal terms of business are 50% deposit with order and the balance upon completion. However, the company are willing to offer a 10% discount, subject to full payment being made with the order reducing the cost to £399.00.

Company C2

This is a national company based in Hereford. Their quote includes uplifting and disposing of existing carpet and fitting of new carpet, again in Gala 46 Green.

The cost inclusive of all materials and fitting is £367.10.

12.2.2 Wooden Floors beneath Pews

Four companies were approached to provide a quotation to re-stain the wooden floors beneath the pews. Two companies have provided a quotation, one company is fully booked until January 2023 and the fourth company did not respond to a telephone message.

Company F1

This Malvern based company has quoted to strip, sand and apply natural satin matt lacquer to the three wooden floor areas.

Cost: £772.00 + VAT

Whilst not asked to quote at this time, they also provided a cost to strip, deep clean, seal and wax the floor tiles in the Chapel at a cost of £875.00 + VAT. To undertake the same task in the entrance porch to the Chapel was £250.00 + VAT. It is appreciated that Members of the Committee may not wish to consider this additional option bearing in mind no other quotations have been received for this particular work.

Company F2

This is a Hereford based company who are specialists in floor restoration, having been in business since 1995.

The company anticipates that the works will be completed within 2 days. They will mechanically sand all areas using specialist sanding equipment, which is fitted with a high filtration dust collection system. Fine sand and then apply samples of stain finishes to boards and apply selected stain. Allow overnight drying. Return to apply clear coat. Supply full aftercare instructions and starter manufacturers floor cleaner.

Cost: £2,677.00 + VAT

12.2.3 Wooden Pews and Lecterns

Five companies were approached to put forward quotations. Regrettably only one company was interested in putting forward a quotation which is detailed below. However, the Deputy Clerk has since contacted the two companies that had put forward quotes for the wooden floors noted above, who both confirmed their interest.

Company P1

As noted above, this is a Malvern based company who estimated that it would take approximately one week to work on all three pews and lecterns, to rub down and stain each.

Cost: £2,250.00 + VAT.

Company P2

As noted above, this Hereford company would follow the same process as outlined in F2 above. Their quotation includes both the re-staining of the pews and lecterns.

Cost: £3,160.00 + VAT.

Company P3

This is a local company. Commissions have included working on some quite important pieces for individual, corporate and other clients, carrying out regular commissions for Sir Roy Strong, Edward Bulmer and John Nash as well as Hereford Town Hall.

Cost: £1,680.00. Company is not VAT registered and price includes all materials. Quote is for both the pews and lecterns.

12.2.4 Interior Deep Clean

An extensive interior deep clean has yet to be put out to tender and will be reported to the next Environment and Leisure Committee meeting in November 2022.

12.3 Outside Organisations

As noted at the Environment and Leisure Committee meeting in July 2022, the Herefordshire Wildlife Trust had expressed a wish to undertake a community project within the grounds of the Cemetery. This has now been confirmed and members of the Trust will be meeting at the Cemetery on Sunday, 11 September 2022.

The Trust will be installing a Camtrail camera to observe the bat population, creating a bug "hotel", a litter pick, carry out an initial bio blitz to see what is already living in the area and will repeat this exercise at 6 monthly intervals.

Recommendations

Members of the Environment and Leisure Committee are asked to:

1 Consider and select a contractor to be appointed to remove and clear all the ivy, shrubs and vegetation that is growing up and over the wall that joins the Football Club. A summary of the company's costs, excluding VAT, are as follows:

Company A	£3,860.00
Company B	£900.00
Company C	£3,125.00
Company D	£2,910.42

Consider and select a contractor to be appointed to remove existing carpet runners and replace with new carpet in the Cemetery Chapel. A summary of the company's costs are as follows:

> Company C1 £443.58 Discounted price £399.00 Company C2 £367.10

Consider and select a contractor to be appointed to re-stain the wooden floors beneath the pews in the Cemetery Chapel. A summary of the company's costs, excluding VAT, are as follows:

Company F1 £772.00 Company F2 £2,677.00

Consider and select a contractor to be appointed to re-stain the wooden pews/lecterns in the Cemetery Chapel. A summary of the company's costs, excluding VAT, are as follows noting that Company P3 is not VAT registered:

Company P1 £2,250.00 Company P2 £3,160.00 Company P3 £1,680.00

LEDBURY TOWN COUNCIL

ENVIRONMENT & LEISURE COMMITTEE	27 SEPTEMBER 2022	AGENDA ITEM: 13

Report prepared by Julia Lawrence, Deputy Town Clerk

OCTOBER FAIR

Purpose of Report

The purpose of this report is to request Members of the Environment & Leisure Committee to consider and select a company to oversee the First Aid at the October Funfair and to appoint a Traffic Management company to put in place all signage for road closures whilst the October Fair is open.

Detailed Information

1 First Aid

Four companies have been approached to provide first aid cover at the October Fair to cover Monday, 11 October 2022 and Tuesday, 12 October 2022 between 16.30 hours and 22.00 hours each evening. In the past, space to the rear of the Market House on the pavement has been dedicated to park an ambulance and it is proposed that this remains the same this year.

Responses from the four First Aid companies are as follows:

Company	Company Location	Comments	Cost, ex VAT
1	Leominster	1 x Medical Responder 1 x Emergency Medical Technician Ambulance as treatment post. All staff supplied are in possession of enhances DBS, covering adult/ children barred lists.	£874.00
2	Regional locations	No response	-
3	London with satellite offices	First Aid cover – already at full capacity on these two days	
4	Newent/ Gloucester	4 x First Responders Gazebo Ambulance to act as treatment point	£1,150.00

2 Traffic Management

As with First Aid companies, these are not necessarily local companies but are used to dealing with traffic management requests from further afield.

Four companies have been approached to provide a full traffic management service. This includes putting out advance warning signage around Ledbury approximately two weeks prior to the event, installing all appropriate road closure signage for the event; arranging for road closure signs to be dropped/covered when the road(s) are not closed during the day, ensuring that all road closure signs remain in situ whilst the October Fair is underway and for operatives to remove all signage immediately after the event.

It is disappointing to note that the local company based in Hereford, despite having been sent reminders, did not respond.

Company	Company Location	Comments	Cost, ex VAT
1	Hereford	No response received	
2	Erdington, Birmingham	Established in 1995 with network of satellite depots. Working in accordance with National Highways sector schemes 12A/B and D roads. Familiar with undertaking traffic management for events. Staff are LANTRA trained.	£3,271.65
3	Newport, South Wales	Established in 2015 with network of satellite depots and storage facilities; working in accordance with National Highways sector schemes 12A/B (high speed roads) and 12D (rural/urban roads). All staff LANTRA trained	£3,580.00
1	Studley, Warks	Established in 1997. All operatives full trained in accordance with National Highways sector schemes 12A/B and D, Chapter 8 and NRSWA. All staff LANTRA trained.	£4,400.00

Members of the Environment and Leisure Committee are advised that the road closure application for the October Fair has already been lodged with Balfour Beatty/Herefordshire Council.

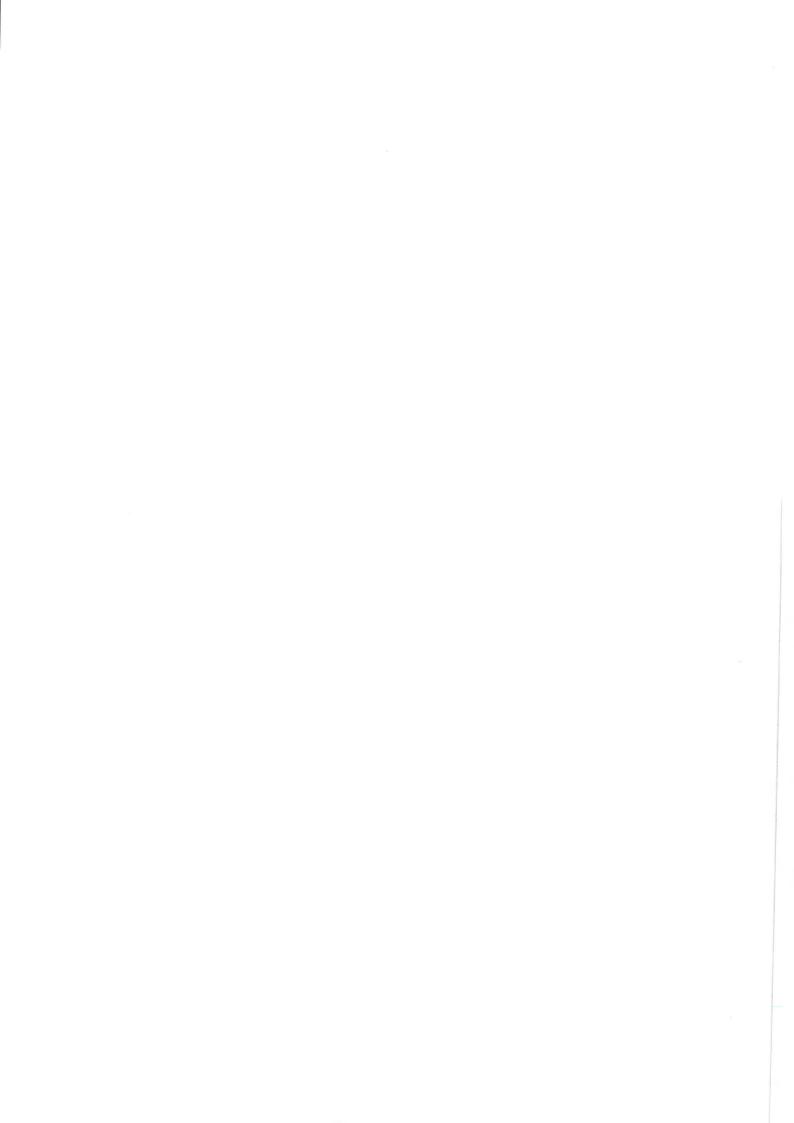
As Members are aware this meeting was delayed due to the death of Her Majesty Queen Elizabeth II. As a result of this and the need to secure first aid provision and a traffic management company for the October Fair the Clerk met with the Chair of the Committee (Councillor Chowns) to consider the quotes received in respect of both of these.

It was agreed that Company 1 from Leominster be appointed to provide first aid at the October Fair, and Company 3 be appointed to provide traffic management.

Recommendations

That Members of the Environment & Leisure Committee are asked to:

- That Members endorse the actions of the Town Clerk and Chair of the Committee in respect of appointing a First Aid company to attend during the October Fair on both the evenings of Monday, 11 October 2022 and Tuesday, 12 October 2022, noting that Company no. 1 has been appointed.
- That Members endorse the actions of the Town Clerk and Chair of the Committee in respect of appointing a Traffic Management company, who will be responsible for ensuring that appropriate advance road closure signage is displayed on the highway network approximately two weeks before the October Fair and then to ensure that all traffic management procedures are followed during the two days, e.g. ensuring road closure signs are erected when roads are closed and dropped during the day when the road closures are not in operation.



LEDBURY TOWN COUNCIL

ENVIRONMENT &	27 SEPTEMBER 2022	AGENDA ITEM: 14
LEISURE COMMITTEE		

Report prepared by Julia Lawrence, Deputy Town Clerk

RECREATION GROUND

Purpose of Report

The purpose of this report is to update Members of the Environment and Leisure Committee regarding the Recreation Ground, Ledbury.

Detailed Information

1 Zip Wire

Members will be aware that the zip wire had been decommissioned for a short while. However, at the end of July, TK Play were commissioned to carry out a full service and where appropriate, replace various components due to wear and tear. Members will recall that someone had put a knot in the chain suspension hose to heighten the seat off the floor. The cost to carry out the full service was £1,290.00 + VAT and the additional costs for the various components were as follows:

New cable up to 25 meters, supply and install	£589.00
New pendulum seat and chain with protection hose, supply	
and install	£167.00
New cableway trolley with braking system, supply and install	£197.00
New brake springs/rubber buffer, supply and install	£132.00

Both the Chair and Vice-Chair of the Finance, Policy and General Purposes Committee, had been contacted and their approval had been sought prior to the commencement in relation to the replacement of the various components should they be required. As the zip wire had not had a full service for a number of years, and as well as the pendulum seat needing replacing, the other components were also in need of change. However, as a gesture of goodwill, the Managing Director of TK Play gave Ledbury Town Council a discount of £167.00 against the final invoice.

Since then, the zip wire has been fully operational and has frequently been in use by children during the school summer holidays.

2 <u>Cantilever Tyre Swing</u>

At the last Environment & Leisure Committee meeting, the Deputy Clerk put forward proposals to completely replace the existing structure with a new cantilever tyre swing. It was proposed that such a swing should be in keeping with the other wooden play equipment at the Recreation Ground.

Members considered the proposals put forward and felt that they were far too expensive and suggested that a blacksmith be contacted with a view to having metal brackets put around the oak beam so to extend the life of the swing and help prevent the oak splitting any further.

A selection of local blacksmiths/metal fabricators (six in total) were contacted to see if they would quote for such work. In general, they were either too busy, were not interested or considered that putting bands on a piece of children's equipment may make any insurance policy invalid. Therefore, a further five blacksmiths were approached who are not necessarily based in Herefordshire, but are slightly further afield in Worcestershire.

The table below summarises the responses and where quotes have been received, what their costs are for bolting stainless steel and/or metal bands around the oak beam. Members are asked to consider these companies who have shown interest with a view to selecting one company to carry out the works in order that the swing can be put back into action.

Company	Company Location	Response	Cost, ex VAT	
1	Ledbury	No response	Cost, ex VAT	
2 Ledbury		Was advised by timber framing colleague not to quote as considered that the timber had gone too far for repair and was advised not to quote.	-	
3	Ledbury	Busy until March 2023	2	
4	Herefordshire	No response		
5	Ledbury	No response		
6	How Caple	No response		
7	Nr Hay on Wye	Quote received	£340.00	
3	Bringsty, Worcs	No response	£340.00	
9	Malvern, Worcs	Quote received	6240.00	
10	Garway, H'fordshire	No response	£210.00	
11	Hereford	Quote received	£550.00	

Company 7

This is a family run Blacksmith, Engineer and Fabricator business, established in 1984 located on the edge of the Brecon Beacons National Park. Their expertise includes anything from fences/railings, staircases to balustrades and handrails to small projects such as this one. This company proposes to fit two

metal straps, one near the swivel end and another half way down where the split started in the oak.

Cost: £340.00 + VAT

Company 9

This is a steel fabricator, general agricultural and shoeing smiths company based near Malvern, who propose to remove the original end bracket, fit two new reinforcing brackets and then refit the original end bracket into place.

Cost: £210.00 + VAT

Company 11

This is a local artist blacksmith in Hereford creating bespoke metal work and sculptures as well as restorative work. He is proposing to create and install four stainless steel bands. A 20% deposit is required before works commence.

Cost: £550.00 + VAT

In view of the above, it is hoped that Members will select one of the above mentioned companies so that the cantilever tyre swing can be used again soon but they will not exclude this piece of equipment being revisited in /2024, when it could possibly be replaced in its entirety, subject to available funds.

3 **Skate Park**

Members of the Finance, Policy and General Policy agreed at the meeting on 28 July 2022 that the balance payment of £26,181.80 (+ VAT) should be paid within this financial year. Evolution Skateparks were advised of this decision soon afterwards and are busy making the new ramps. The Deputy Clerk has since spoken with the company's production team who have earmarked three weeks to complete the works, starting sometime in the week beginning Monday, 19 September 2022.

Basketball Court 4

As previously noted in the report to the Environment and Leisure Committee meeting dated 7 July 2022, G M Joyce commenced works on Monday, 22 August 2022 to repair and reinstate new tarmac to the damaged section of the basketball court. This has now been completed satisfactorily although the white lining has yet to be reinstated and a date is awaited as to when this will be done.

5 The Shelter

Since the last Environment and Leisure Committee meeting held on 7 July 2022, it has been confirmed with the two Muralist Artists that they will paint the rear of the Shelter in accordance with the designs that had been provided by children from local school. The Graffiti Artists will write/paint a short sentence somewhere visible on the Shelter which explains that the designs are all provided by children and is not just some colourful artwork but a true piece of community art. An image of the back of the Shelter will look like that shown in Appendix A. Once the paintwork has been done, anti-vandal paint will be applied. This work was scheduled to take place on Thursday, 7 September 2022 and Friday, 9 September 2022 but due to one of the Artists getting Covid, this has now been put back and weather permitting, it has been re-scheduled for Thursday, 15 September 2022 and Friday, 16 September 2022.

At the time of their visit, the Graffiti Artists will re-assess the damage that had been done to the front of the Shelter and advise Ledbury Town Council what the costs will be to repair the paintwork, as well as applying anti-vandal paint. It may be that sections will need to be repainted altogether. These costs will then be presented at the next Full Council meeting on 29 September 2022.

6 Football Nets

When the consultation took place earlier this year with school children regarding the play equipment, there were many requests to install new football nets. The football posts are not a standard size but the Deputy Clerk is pleased to report that Club Sports in Ledbury are able to source a pair of nets at £110.00 (inclusive of VAT), that will fit the football posts. These are on order and as soon as they are received, will be fitted.

7 Hammock Swing

Members will have been made aware on numerous occasions that unless you are the contractor for equipment, generally no other contractor wants to take on the work to make repairs. This was very much the situation with the hammock swing that had to be removed as the rope handles were fraying revealing the metal chains underneath. When TK Play were repairing the zip wire, they were asked if they would be willing to repair and install the hammock swing.

TK Play were happy to oblige. Not only did they reduce their original quotation from £700.00 down to £500.00, the Managing Director arranged for a local contractor to install it on Saturday, 27 August 2022 in order that the swing could be repaired sooner than envisaged.

8 CCTV

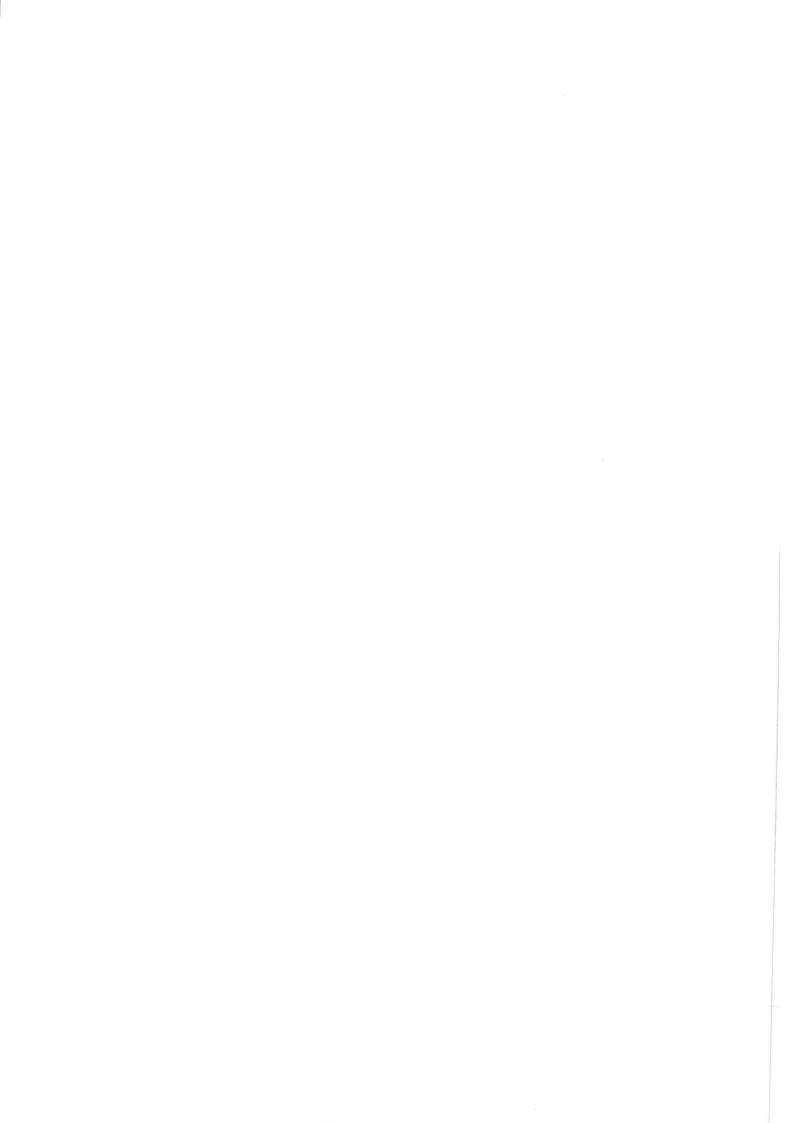
Following a visit to Herefordshire Council's CCTV Monitoring Centre in Hereford by the Clerk and Deputy Clerk, Councillors have since confirmed that they wish Herefordshire Council to now undertake a full cost analysis to provide six new cameras and replace any existing street light columns with heavy duty columns to carry the weight. Officers confirmed this instruction with the CCTV Compliance Manager on 31 August 2022. The CCTV Compliance Manager has confirmed that due to the considerable amount of other commitments for CCTV already, it is unlikely that anything will be done prior to the new financial

year. Officers will continue to follow this up with the CCTV suite to ensure it is dealt with at the earliest possible date.

Recommendation

That Members of the Environment & Leisure Committee are asked to consider and select a contractor to be appointed to repair the cantilever tyre swing. A summary of the company's costs, excluding VAT, are as follows:

Company 7	£340.00
Company 9	£210.00
Company 11	£550.00







LEDBURY TOWN COUNCIL

ENVIRONMENT &	27 SEPTEMBER 2022	AGENDA ITEM: 15
LEISURE COMMITTEE		

Report prepared by Julia Lawrence, Deputy Town Clerk

MARKET HOUSE/COUNCIL OFFICES - UPDATE

Purpose of Report

The purpose of this report is to advise Members of the Environment and Leisure Committee with an update on the Market House.

Detailed Information

1 Timber Assessment - Market House

Members will be in receipt of the Timber Assessment Report that was issued at Full Council on 4 August 2022 by Demaus Building Diagnostic Limited. At that meeting, Councillors were reminded that quotations had been received from two companies who could carry out the repair works (e.g. oak feet at the Market House and sole plates and fabric at ground level, to Ledbury Town Council Offices) in line with the report presented by Robert Demaus. However, Members agreed to the proposals put forward but this was subject to Ledbury Town Council seeking professional advice from English Heritage/Historic England before any works started.

Since the meeting on 4 August 2022, the Deputy Clerk has made contact with Historic England seeking their pre-application advice, who have confirmed that Ledbury Town Council's request meets their statutory criteria for engagement and to provide advice. Historic England have been sent a copy of the report provided by Robert Demaus.

A meeting has now been arranged for Wednesday, 28 September 2022 between the Inspector of Historic Buildings, Historic England, the Clerk and representatives from Caroe & Partners to discuss Robert Damaus's report and the pre-application for Listed Building Consent/Planning Permission for the repairs. It is not known whether the current Historic Building Consultant, Nick Joyce, at Herefordshire Council will be able to attend this meeting as Herefordshire Council will be appointing a new Historic Building Officer at around that time and it is unknown whether they will retain the services of the Consultant.

Aside to the above, further to a recent article in the Ledbury Reporter on Friday, 12 August 2022 concerning the Market House (Appendix A), the Town Clerk received a letter from Mr Ian Stainburn referring to the historic works that have already taken place at the Market House which Members of the Committee are asked to note. Please refer to Appendix B.

2 Portable Stairlift

Requests have been made by some Councillors to provide a portable stairlift into the Market House for people with disabilities and/or with wheelchairs. The Clerk had sourced a portable stairlift as shown at Appendix C. It has been confirmed by the Principal Building Conservation Officer at Herefordshire Council that provided there is no equipment or track that is attached to the stairs themselves, then listed building consent would not be required and such a portable stairlift could be used.

In the interim, the Deputy Clerk contacted the Conservation Advisor at The Listed Property Owners Club to see if they could advise of any other historic buildings that face the same access problems. The Conservation Advisor forwarded a copy of Historic England's guide on "Easy Access to Historic Buildings" and an extract is attached at Appendix D. Pages 34 to 37 refer to lifts/stair climbers which is similar to an Evac-Chair.

It is interesting to note the comments made about stair climbers in the Guide: "Stair climbers are devices that are attached to wheelchairs to allow them to be transported up or down a flight of stairs. They must be operated by trained staff, do not serve all types of wheelchair nor do they resolve the access problems of those who have difficulties with steps. They may also cause embarrassment and can give rise to anxiety because of their perceived lack of safety. The damage they can do to stair treads may also make them unsuitable for use on significant historic staircases. A stair climber may be the only solution to some access problems but should only be considered when there is no other practical option".

More recently, the same question has been put to the Inspector at Historic England and a response is awaited from him although he may refer to the above mentioned guide.

3 Signage – "No bicycles"

Members of the Committee were advised at the last Environment and Leisure Committee meeting that if signage was attached to either the Market Hall or its railings, then listed building consent would be required. Herefordshire Council's Principal Building Conservation Officer ("PBCO") suggested that several small signs, preferably white and black or cream and brown in colour attached to the railings by screws (and not glue) would be the most discrete option which would be visible when close enough to attach a cycle but hopefully not too visible when viewed from slightly farther way. At the time, Members of the Committee were not happy to follow this suggestion and preferred a Victorian style sign with signage.

Councillor Chowns has provided the contact details for the signwriter who had recently provided signage for the Methodist Church, but again, this has been put forward to Historic England to gain their views on the matter. It is hoped that this matter will also get addressed at the meeting on 28 September 2022 as it is

appreciated that there is some urgency to get this resolved in order to prevent cyclists chaining their bicycles to the railings.

Recommendation

That Members of the Environment and Leisure Committee are asked to receive and note the contents of the Report.



Concerning signs' for Market House

SATURDAY

Windspeed: 6mph Winimum 16C/ Maximum 37C Temperature:

Sunrise: 5.49am Sunset: 8.38pm

Windspeed: 6mph Sunrise: 5.51am Sunset: 8.36pm Minimum 17C/ Maximum 34c Temperature:

DAILY AND SEVEN-DAY FORCAST: MALVERNGAZETTE.CO.UK

Complaints: Who to contact

ontacted as follows: complaints@ malverngazette.co.uk.
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Your name, postal address, email address and telephone number Title of the publication concerned;

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Market House is being monitored af-"The degradation visible in the ter an investigation found evidence A report put before councillors and rate of degradation" and warns velop a methodology of repair and says the report, by Demaus Building THE condition of Ledbury's iconic The timber assessment took place in October 2021 as part of the town council's ongoing efforts to conserve "It will then be necessary to demum of surviving historic fabric, but which also slows down if not says further investigations are need ed in order to measure the "exten conservation that retains the maxi completely stops the degradation, against "destructive intervention of deterioration in its oak posts. Diagnostics of Leominster. the 17th century building.

CONIC: The Market House

There has been some deformation and loss of historic fabric, although it is difficult to assess just how The report says mortar used to fix the posts during major repair work that took place in 2006 could now be It also notes the reappearance of and consume degraded timber, add-

bases of the posts is concerning.

Council wants English Heritage inolved in Market House work

Ledbury Town Council will be keen to learn lessons from the failed restoration of the war memorial, which sits opposite the Market House in the High Street.

slowly splitting the timber.

art Heaton, but cracks and mould The monument was repaired in 2020 following a £30,000 donation from former Lancaster bomber Stu-

"Their presence is a useful indiwood wasps, insects that colonise

Following protests from angry residents, the council said fresh repairs will take place and these are set to get started appearing just months later. underway this month

Expert advice will be sought before House and the council has already any work takes place on the Market approached English Heritage, which manages more than 400 historic sites, to request the charity gets involved.

"The report confirms my concerns

that the stilts are showing signs of deterioration. It's important people know we're looking after the Market

Ledbury mayor Phillip Howells said: "The Market House is an icon and we monitor its condition regutoring but it does need an assessment Councillor Tony Bradford said: larly. Part of this is doing that moniand some treatment."

1496

lan Stainburn 12 Elmsdale Road Ledbury Herefordshire HR8 2EG

Ms. Angela Price, PSLCC, AICCM Town Clerk, Ledbury Town Council, Council Offices, Church Lane, Ledbury HR8 1DH

17th August 2022

Dear Ms. Price,

Re: Ledbury Market House

I write to you having seen the report of discussions concerning the Market House in the Ledbury Reporter because I was the Architect for the conservation works undertaken during 2006 when our Practice, Stainburn Taylor Architects acted for the Town Council. On retirement of the Partners, the practice amalgamated with Caroe and Partners with whom you work now I believe.

The design for the 2005/6 repair was devised to retain as much of the historic fabric as possible following investigation with micro-boring equipment of the extent of decay and cavitation of the bases of the posts not previously removed by Jeremy Benson or Freddie Charles and by comparison with the "stump" of the post that Freddie Charles cut off so he could construct a scissor scarf on the s-east corner post. The investigations revealed that the decay was limited to a maximum of 150mm in the bases above the conical sandstone plinth blocks, consistent with that visible in the "stump" which is in the upper chamber, (100mm), in itself a testimony to the strength, durability and resistance to decay of the 17thC timber posts. It was equally evident that the post bases were no longer sufficiently sound to support the weight of the building in the long term. I was anxious not to remove any of the surviving historic timber from them which Freddie Charles and Jeremy Benson before him had done, At the time (mid '60s?) when Benson replaced two post bases, he was an English Heritage commissioner too and had available to him all of the most up to date "technical" expertise available to him at that time. Similarly, F. Charles' work was "well intentioned" and well executed but removed much historic material as the "stump" of the s-east post demonstrates. Have a look at the post that he cut off and see for yourselves just how solid it is.

May I point out here that hindsight is a wonderful thing for those who comment now upon the works undertaken by their predecessors and which are made with the benefit of improved and developed knowledge, philosophy and materials unavailable to those "pioneers" in conservation when they addressed the conservation needs of their times. Criticism of works by others may not always be appropriate or in context.

As I recall, but may be mistaken, the investigation with micro-drills might have been undertaken by Dr, Demaus with whom we were working elsewhere at that time, if not, by either Charles Shapcott or Keith Weston from English Heritage (as it was known then).

It was clear to me that the surviving external faces of the post bases were and would be merely fragile "skins" surrounding the decayed interior and that they would never be able to sustain the increasing compressive loads imposed as the decay developed. Thus, the decayed material had to be removed and the structural integrity of the post bases restored by filling the basal cavities with a material that would have the same compressive strength as the timber, could be "moulded" to fill the cavities and to sit onto the conical plinth stones, yet be inert so resistant to decay. It was also essential that it should behave in a similar manner to the timber under differing climatic conditions.

Accordingly, with Structural Engineer, Martyn Peters, we proposed lifting the building (whilst the roof tiles were removed, about 60 tonnes) so that the decayed material could be removed and designed a lime based mortar, as I recall, fibre reinforced, that could be introduced into the cavities thereby taking all of the load on each post without imposing any load on the very thin external faces of the bases but leaving the historic fabric and detail in-situ.

Throughout the process, English Heritage was consulted and involved. H.John Yates as Historic Buildings Inspector and either Charles Shapcott or Keith Weston from EH Structural Engineering team, also Herefordshire Council's Conservation Officer, Neil Robertson. Curiously and at the insistence of EH we had to apply for Listed Building Consent to "demolish" the building subject to a "condition" that we put it back where we found it. I think that this might have been unique?

Caroe and Partners have a full photographic record of the works and the Town Council should have their own very comprehensive record taken by then Town Councillor and former Mayor, Philip Bettington. From my own inspection of the post bases since the Demaus report, which I have not seen, I note that there has been no discernible structural movement that indicates compression of the infill material, that there is some superficial decay to the fragile external "skins" of timber which is to be expected, and some evidence of wood wasp activity at the base of one post which has a wide shake on its south face, filled at the time of the repair with a lime based "daub" mix that has not been maintained or renewed since 2006 allowing, therefore, water to enter the post. This appears to be an isolated occurrence.

At the time of the works, with EH, we investigated the use of a number of "timber consolidants" and treatments to apply to the external timber but with EH advice concluded that nothing irreversible should be carried out to it. At that time there were no materials available or "in the pipeline" that were considered to be appropriate. Accordingly, the original, fragile and friable timber was not "treated".

Since 2006 techniques and materials for conservation of historic fabrics have been invented, tried, tested and demonstrated either to be effective or not. As far as I am aware, none have been developed that address the conditions of the Market House post bases in-situ. I hope that I may be proved to be mistaken.

I hope that these observations will be helpful to you and to Council members but remind you that the Town Council should have in its archive the detailed records of the works including the drawings, specification and Health and Safety File in which maintenance procedures are described.

Yours sincerely

Ian Stainburn

Cathedral Architect Emeritus

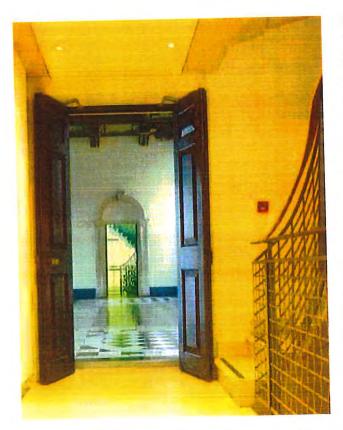
c.c Caroe and Partners







APPENDIX D





Top: The Queen's House, Greenwich
A new staircase replaced a service stair that had been altered and so had potential for further change. The new stair allowed for the construction of a lift in the stair well. While not meeting all the standards in Approved Document M, the lift does provide access to upper floor levels for the first time.

© Peter Cook / View

Bottom: Blickling Hall, Blickling A lift has been located within one of the turrets without damage to the internal structure.

Lifts

The best way to provide accessible circulation between different floors of a building is to install an integrated and suitably sized passenger lift. As well as helping wheelchair users it can also be of benefit to ambulant disabled people, older people and people with pushchairs. A passenger lift is more likely to be feasible in larger buildings. Where space is at a premium, or a lower-cost solution is required, a short-rise platform lift may be a more viable solution.

Passenger and platform lifts are best located in the less-sensitive parts of historic buildings, for example secondary staircases and light wells or in areas that have already been disturbed or altered. Pits and openings for lift shafts should be carefully located to avoid loss or damage to significant timbers, archaeological remains or decorative surfaces.

Lift controls should be designed for ease of use by everyone and should incorporate tactile, visually contrasting illuminated buttons set at an appropriate height and location. Audible information can help people using and waiting for the lift.

The lift car should be large enough to accommodate any type of wheelchair with at least one other passenger. A lift car 2000mm wide by 1400mm deep will accommodate most scooters and allow wheelchair users to turn through 180 degrees. It may also be more suitable where there is heavy visitor use. In some historic buildings, a smaller car may be the only option. The minimum size needed to accommodate one wheelchair user and a companion is 1400mm deep by 1100mm wide. If circumstances allow, it should operate as a through lift, with doors on opposite sides, so that the wheelchair user does not have to turn round or reverse on exit. This also applies to short-rise platform lifts.

Whatever the type of lift, requirements for ongoing maintenance and management should not be overlooked, particularly in the case of external lifts that are exposed to the elements.

Certain passenger lifts and most platform lifts avoid the need for expensive and space-consuming overruns and lifts pits. Short-rise platform lifts offer scope for level changes up to 4m if contained within an enclosed lift shaft. The minimum platform size required to accommodate a wheelchair user is 800mm wide by 1250mm where the platform is not enclosed and 900mm wide by 1400mm deep when it is. An enclosed platform 1100mm wide by 1400mm deep will accommodate an accompanied wheelchair user and is the smallest that will allow two doors located at 90 degrees to one another.

Traditional stair or platform lifts that follow the incline of a stair should only be used where standard passenger or platform lifts cannot be installed. They tend to be unpopular with disabled people and can be undignified or impossible for some people to use. They may also create unacceptable visual intrusion and cannot be fitted to a staircase on an escape route if they constitute a hazard or reduce the width of the stairway to less than the acceptable minimum. They should only be considered as a last resort when it is impossible to accommodate a vertical lift or ramp or where alternative routes are not available.

Stair climbers are devices that are attached to wheelchairs to allow them to be transported up or down a flight of stairs. They must be operated by trained staff, do not serve all types of wheelchair, nor do they resolve the access problems of those who have difficulties with steps. They may also cause embarrassment and can give rise to anxiety because of their perceived lack of safety. The damage they can do to stair treads may also make them unsuitable for use on significant historic staircases. A stair climber may be the only solution to some access problems but should only be considered when there is no other practical option.

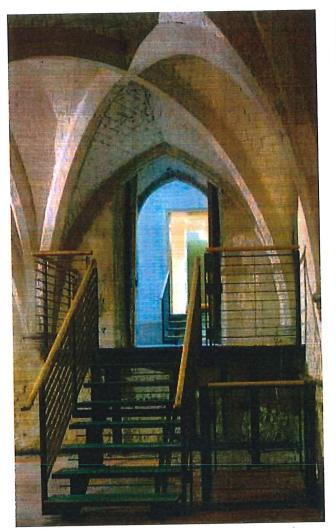


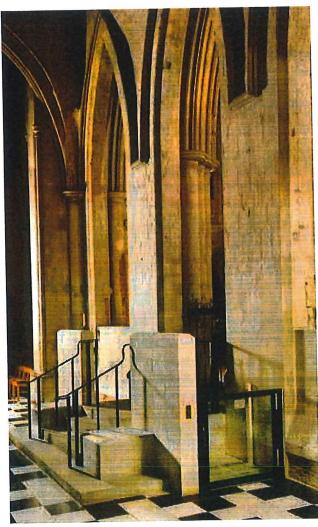


Top: St Luke's Church, London
The rebuilding of an unsafe internal staircase allowed space for a lift, making all levels accessible.

© Matthew Weinreb – imeagefind.com

Bottom: St Mary's Church, Beverley These sensitively designed steps with adjacent platform lift at the main entrance overcome a substantial change of level and provide improved access for everyone.











Top left: Lambeth Palace, London
This platform lift has been carefully designed with
glass sides and matching floor finish. The lift and
stair do not detract from their surroundings.
© Dennis Gilbert / VIEW

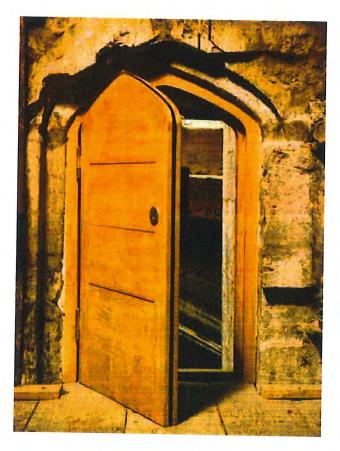
Bottom left: St George's, Bristol External hydraulic lifts provide access at two level changes between the upper churchyard car park and the church, which is now a concert hall. The lifts have also proved useful in moving heavier equipment and large instruments.

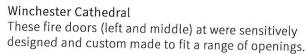
Top right: Saint's Chapel, St Albans Cathedral A wheelchair platform lift was provided when the stairs were rebuilt. The area was carefully excavated by the cathedral archaeologist before construction went ahead. The lift motor is housed below the steps so cannot be heard.

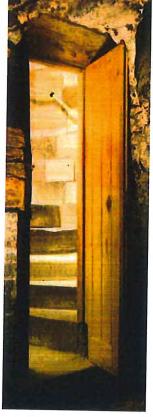
© Dennis Gilbert / VIEW

Bottom right: Eastbury Manor, Barking. The entrance lobby floor can be raised to form a ramp to overcome a level change at the entrance.

1503









Far right:
Evacuation chairs can form a useful part of an emergency escape strategy, but some people may be unable to transfer to a chair or may prefer to be carried in their wheelchair.

Emergency escape

Ways out must be considered alongside ways in. Responsibility for providing an adequate means of escape for everyone using a building rests with the building management or service providers. Emergency plans should allow for evacuation without reliance on the fire service, and should be drawn up following consultation with the fire officer and disabled users of the building to ensure their needs are taken into account. All staff who may be expected to help with the evacuation of disabled people should receive appropriate training.

The Regulatory Reform (Fire Safety) Order 2005 sets out requirements for fire safety and is supported by a number of supplementary guides including Fire Safety Risk Assessment – Means of Escape for Disabled People. Guidance is also given in BS 9999: 2008 Code of Practice for

Fire Safety in the Design, Management and Use of Buildings.

Disabled people may be able to evacuate themselves from ground-floor accommodation but need assistance with escape from higher or lower floor levels. It may be necessary to provide fire-protected places of refuge adjacent to staircases where people can safely wait for assistance. An evacuation lift is the preferred form of escape and increasingly used as an alternative to carrying wheelchair users down the stairs. Guidance on evacuation lifts is given in BS 9999.

Emergency evacuation plans should be sufficiently flexible to meet the needs of disabled visitors whose specific requirements cannot be identified in advance. Separate plans for disabled employees can be tailored to their particular needs and the known availability of assistance.

LEDBURY TOWN COUNCIL

ENVIRONMENT & LEISURE COMMITTEE	27 SEPTEMBER 2022	AGENDA ITEM: 16
LEISURE COMMITTEE		

Report prepared by Julia Lawrence, Deputy Town Clerk

MEMORIAL GARDEN FOR MAYORS AND COUNCILLORS

Purpose of Report

The purpose of this report is to ask Members of the Environment & Leisure Committee to give further consideration to the proposals for a memorial garden for mayors and councillors in the Cemetery, as agreed at the meeting of the Committee on 7 July 2022.

Detailed Information

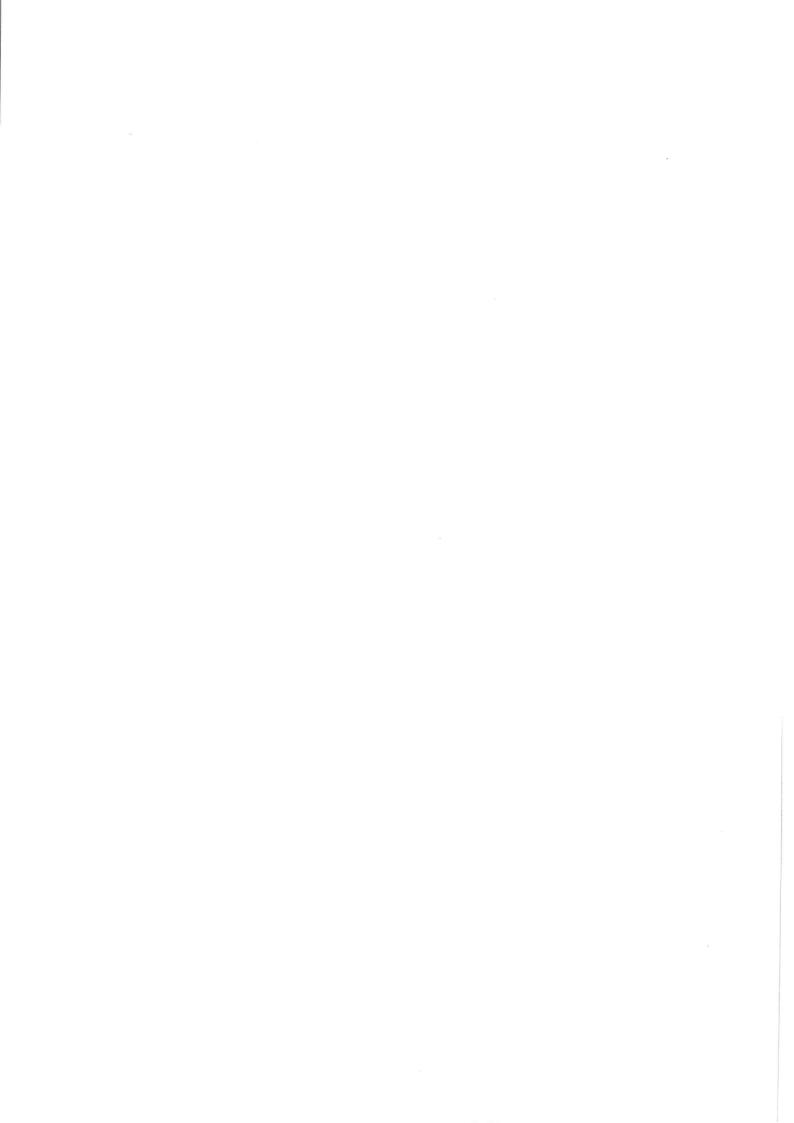
Members of the Environment and Leisure Committee discussed at the last Committee meeting (7 July 2022) whether a memorial bench or plaque should be put in place in memory of the last Councillor Dee Knight. It was agreed that the item should be brought back to the next Committee meeting for further discussion.

At that meeting, Councillor Bradford considered that a memorial for the late Councillor Knight may set a precedent and considered whether it may be more appropriate to have a memorial garden allocated for councillors/mayors, both past and present, which could be located within the Cemetery. An alternative option may be to have a plaque on the wall in the Chapel.

Therefore, Members of the Environment and Leisure Committee are asked to consider the proposals put forward or indeed consider any other suggestions that may be put forward by other Councillors.

Recommendation

That Members of the Environment and Leisure Committee are asked to receive and note the contents of the report, give consideration to the proposals suggested and agree on a way forward.



LEDBURY TOWN COUNCIL

ENVIRONMENT & LEISURE COMMITTEE	27 SEPTEMBER 2022	AGENDA ITEM: 17

Report prepared by Julia Lawrence, Deputy Town Clerk

PROPOSED TREE PLANTING

Purpose of Report

The purpose of this report is to update Members of the Environment & Leisure Committee of the visit made from Herefordshire Council/Balfour Beatty Living Places Officers to consider locations for possible tree planting in Ledbury Town.

Detailed Information

Liz Duberley, Service Manager Built and Natural Environment for Herefordshire Council, and her team are working on a project to increase biodiversity across the County and on 22 July 2022 Councillors Shields and Sinclair, and the Deputy Clerk joined Officers from Herefordshire Council and Balfour Beatty Living Places to walk around Ledbury Town to establish potential locations for planting trees.

Five potential locations were considered appropriate, as follows:

Site 1 - Bye Street Public Toilets

Site 2 - High Street raised bed

Site 3 - High Street in front of Tinsmiths, The Retreat inn and Boots

Site 4 – Recreation Ground

Site 5 – Biddulph Way junction

Herefordshire Council's Tree Officer has shared with us plans showing proposed locations together with details of the type of tree that could be planted as well as listing some of the constraints (Appendix A). As in the case of Site 3, Appendix B highlights how the October Fair impinges upon the pavement which would affect trees if planted along the pavement let alone giving full consideration to utilities that could be located in the same vicinity or close to the locations suggested. All utilities would need to be checked before anything further is done as well as a funding review.

Members of the Environment and Leisure Committee are reminded that Herefordshire Council need to review all the planting, across the County, and will send an updated finalised plan in due course. As mentioned above, this project is still subject to utilities and funding availability.

Recommendation

That Members of the Environment & Leisure Committee receive and note the contents of this report at this stage subject to receiving further updates from Herefordshire Council in due course.

Proposed Ledbury Tree Planting Plan 2022

Site 1 – Bye St Toilets.

A single tree pit could be installed in front of these toilets. Space is available to plant a medium/large specimen.

Suggestions:

Liquidambar - https://www.hillier.co.uk/trees/our-trees/liquidambar-styraciflua/

Alder - https://www.hillier.co.uk/trees/our-trees/alnus-cordata/

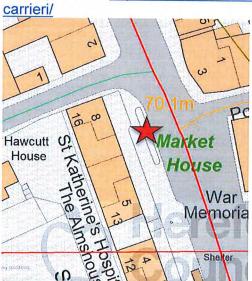
Turkish Hazel - https://www.hillier.co.uk/trees/our-trees/corylus-colurna/



Site 2 - High St raised bed

The raised bed already contains a mature Cockspur thorn, a Hawthorn clone tolerant of the urban environment. There is room for another, possibly two of the same species. Vision splays may prevent a second tree. The other tree pit further up could also be used, I'm assuming Ledbury in Bloom would have to be consulted if they maintain the flower beds?

Cockspur thorn https://www.hillier.co.uk/trees/our-trees/crataegus-x-lavallei-





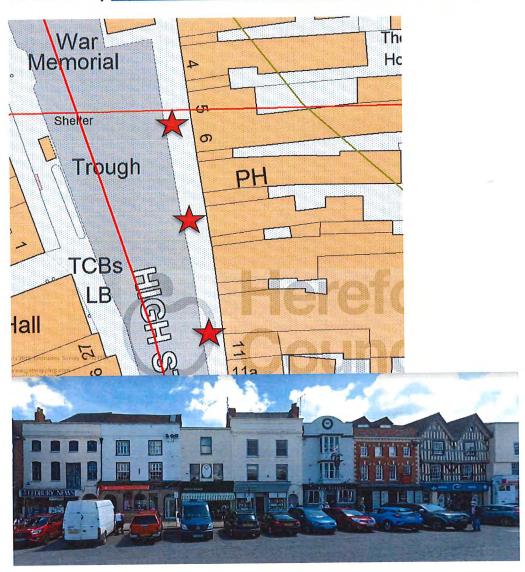
Site 3 - High St in front Tin Smiths, The Retreat Inn, Boots

Technically a tricky site but x3 tree pits could be created near the edge of the pavement. It has occurred to me that the annual fair encroaches the pavement. The Town Council and HC departments should be able to clarify the constraints.

If achievable small ornamental trees could be installed.

Suggestions:

Tibetan Cherry https://www.hillier.co.uk/trees/our-trees/prunus-serrula/



Site 4 - Recreational Ground

LTC may want add suggestions to this site but we initially suggested planting near the shelter and filling the gap on the Orchard Lane boundary with Purple Beech.



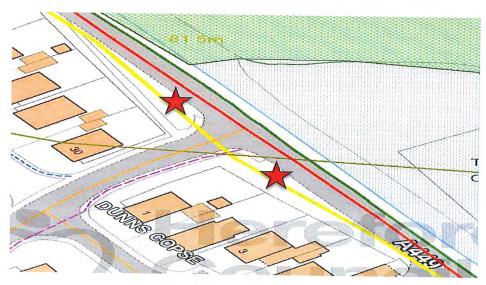
Wingnut https://www.hillier.co.uk/trees/our-trees/pterocarya-fraxinifolia/ Small leaved lime https://www.hillier.co.uk/trees/our-trees/tilia-cordata/



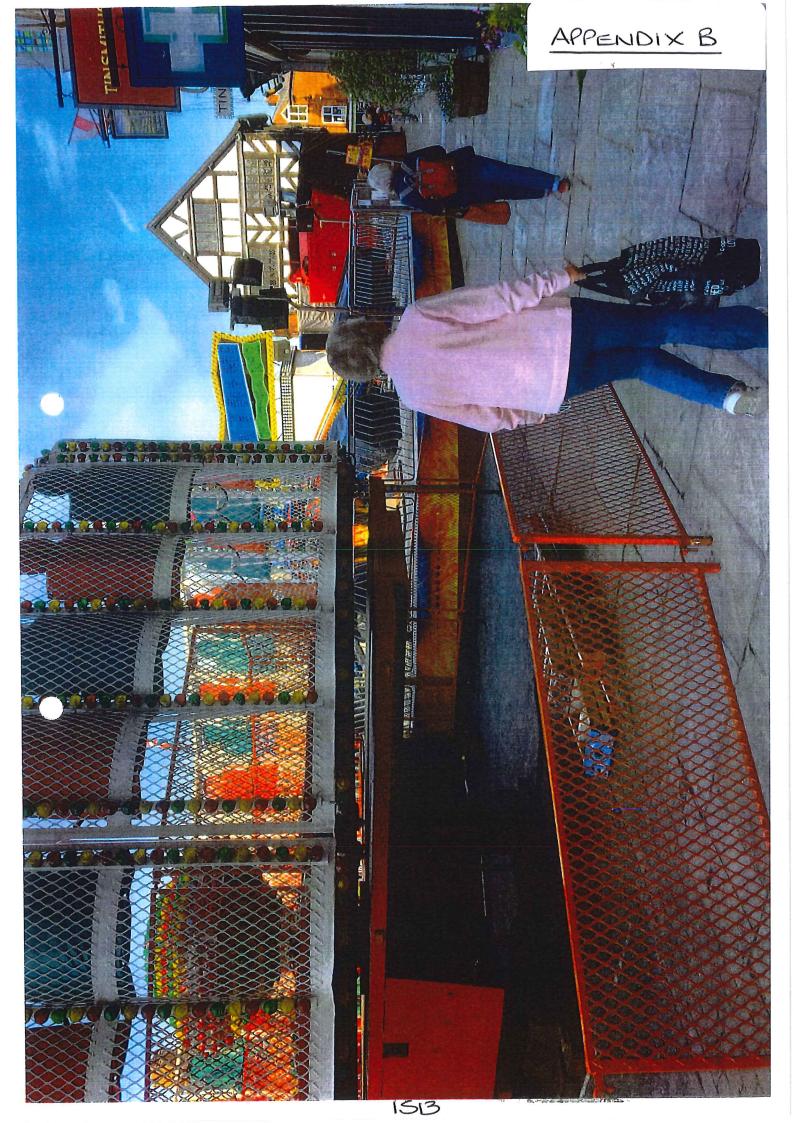
Purple Beech - https://www.hillier.co.uk/trees/our-trees/fagus-sylvatica-purpurea/

Site 5 – Biddulph way junction

Grass verges available that could be populated with Silver birch.









ENVIRONMENT &
LEISURE COMMITTEE

27 SEPTEMBER 2022

AGENDA ITEM: 18

Report prepared by Angela Price - Town Clerk

CONSIDERATION OF ITEMS FOR 2023/24 BUDGET

Purpose of Report

The purpose of this report is to ask Members of the Environment & Leisure Committee to give consideration to items to be included in the 2023/24 budget in addition to those listed in the attached information.

Detailed Information

Attached are budget monitoring sheets in relation to all budgets managed by the Environment & Leisure Committee, which should be taken into account when considering items for inclusion in the 2023/24 budget setting process. The attached provide information on the budget status as of 31 August 2022 in order to inform Members where there are overspends and underspends that should be considered when setting the budget.

At the most recent budget meeting it was recognised that the £30,000 placed in the 2022/23 budget for new play equipment would now be used towards the urgent refurbishment of the skate park and that it should be recommended that the same amount be placed in the 2023/24 budget for the refurbishment of the play equipment.

Members should bear in mind that the fees and charges for council services should be reviewed as part of the annual budget setting process and should provide advice to the RFO on the percentage increase to consider in respect of these services for 22023/24.

With the current cost of living increases, in particular the cost of electricity, consideration should be given to the current budget allocations costs for Council buildings.

Recommendation

That Members note the information provided in the attached interim budget papers and consider what, if any, additional funding will be required for new projects in 2023/24.

1411	Closed Churc	hyard		Visit of the	
	EXPENDIT	JRE			
		2022/23 Budget	2022/23 To-date	2023/24 Draft Budget	cc/nc
<u>Item No.</u>	Description		£		
1	Property Maintenance	1,500	55	1,500	4206/101
2	Refuse Collections	344	73	300	4224/101
3	Tree Works/Property Maintenace	2,000	-	2,000	4250/101
4	Grounds Maintenance (contract)	1,500	-	1,500	4205/101
EXPENDIT	URE	5,344	128	5,300	
INCOME		1.4	æ		÷
TOTAL INC	COME	-	1,2.7	4.	_
	NDITURE/(INCOME)	5,344	128	5,300	-
NOTES:					
2. Property	y Maintenance includes wall repairs				

tem No.	<u>EXPENDITU</u> Description	<u>2022/23</u> <u>Budget</u>	2022/23 To-date	<u>2023/24</u> <u>Draft</u> <u>Budget</u>	cc/nc
			£	£	£
1	Salaries	37,441	9,231	37,441	4000/102
2	Salary Contingency	2500	736	2,500	4001/102
3	Cleaning	250		250	4150/102
4	Rates	2700	1,169		4110/102
5	Water	200	48		4115/102
6	Electricity	2,000	522	2,000	4122/102
7	PPE/Health & Safety	500	42	500	4592/102
8	Chapel & Mortuary Maintenance	1,000	143	2,000	4170/102
9	Grounds Maintenance	2,000	1,964	2,000	4206/102
10	Equipment Maintenance	1,000	308	1,500	4416/102
11	New Equipment	1,000	807	2,000	4200/102
12	Equipment Hire	1,000	-	1,000	4201/102
13	Vehicle Maintenance	1,000	1,000	848	4300/102
14	Vehicle Tax, Insurance & MOT	1,000	868	1,000	4340/102
15	Skip Hire	1,500	615	1,500	4225/102
16	Tree works	1,000	300	2,000	4250/102
17	Fuel	1,500	154	1,500	4330/102
18	Perimeter Repairs	2,500	-	2,500	4223/102
19	Window cleaning	0	-	3-	4160/102
20	Memorial Testing	1,000	-	1,000	4227/102
21	Cemetery Mapping	0	5,368	-	4594/102
	PENDITURE	61,091	23,275	64,539	15
INCOME				42	
1	Burials	(10,000)			1100/102
2	Memorial Fees	(3,500)	(1,080)		1130/102
3	Mortuary Rent	(2,500)	(1,000)		1160/102
4	Chapel Hire	(150)	(109)		1161/102
5	Transfer of Exclusive Right of Burial	(360)	(173)	(360)	1105/102
6	Memorial Bench	0	(240)	V2 2 2 2 2 2 4	1101/102
TOTAL IN	COME	(16,510)	(7,387)	(16,510)	
NET EXPE	ENDITURE/(INCOME)	44,581	15,888	48,029	
NOTES:					

	Recreatio	n Ground			
	EXPENI	DITURE			
<u>Item</u> No.	Description	2022/23 Draft Budget	2022/23 To-date	2023/24 Draft Budget	cc/nc
		£	£	£	
1	Grounds maintenance contract	7,854	3,353	7,854	4205/110
2	Grounds Maintenance	5,000	14		4206/110
3	ROSPA reports	65	65	65	4230/110
4	New Play Equipmnent	30,000	-	5,000	
5	Play Equipment Maintenance	5,000	1,141	5,000	4236/110
6	Skate Park Maintenance	5,000			4237/110
7	Shelter Maintenance	1,000	9		4238/110
8	Litter Bins	1,000	2,052		4270/110
9	CCTV maintenance	1,000	183		4175/110
10	Refuse Collection	700	-		4224/110
11	Street Light Maintenance	500			4209/110
ΓΟΤΑL	. EXPENDITURE	57,119	6,808	33,119	
NCON	ЛЕ	0	0	0	
ΓΟΤΑL	INCOME	0	0	0	
NET EXPENDITURE/(INCOME)		57,119	6,808	33,119	

	Amenity Areas		N. E.		
	<u>EXPENDITURE</u>				
		2022/23	2022/23	2023/24	
		Budget	To-date	Draft	cc/nc
<u>Item</u>	<u>Description</u>			Budget	
No.		£	£	£	
1	Salaries Town Cleaner	27,092	0		4016/103
2	Cleaning	500	0		4020/120
3	Dog Hill Wood Management Plan	1000			4204/108
4	Dog Hill Wood Maintenance Contract	4040	1,100	4,040	4205/108
5	Dog Hill Wood Maintenance (add. expenses)	500	(1,090)	500	4209/108
6	Dog Hill Wood Coppicing	1000	-	1,000	4210/108
7	General Tree Works	1500	870	1,593	4228/108
8	General Park Maintenance	2000	-	2,000	4252/108
9	Gloucester Road Grass Cutting & Seats	50		50	4241/118
10	CCTV Dog Hill Woods	1000	1-1		4174/108
11	Devolved Services (Grass Cutting)	2500		2,500	4013/125
12	CCTV Hereford	8379		8,379	4176/118
13	Tools and materials	200		200	4200/108
14	Dog Bags	700		700	4271/127
15	Defibrillator maintenance	350		350	4285/118
16	General Park Verges	250	-	250	42533/108
TOTA	L EXPENDITURE	51,061	880	50,154	
INCO	ME				
1	Dog Poop Bags	(1,000)	(330)	(1,000)	1471/127
2	Bench Donation	0	0	C	
	L INCOME	(1,000)	(330)		
NET E	XPENDITURE/(INCOME)	50,061	550	49,154	

	EXPE	<u>NDITURE</u>			
		2022/23 Budget	2021/22 Projected	2023/24 Draft	
Item No.	Description	Budget	Out-turn	Budget	cc/nc
			£	£	
1	Rates	1500	199	1,500	4110/201
2	Electricity	1000	268		4122/201
3	Cleaning	100	4		4150/201
4	Water	-	61		4115/201
5	Maintenance	5000	100		4170/201
TOTAL EX	PENDITURE	7,600	628	7,600	
INCOME					
1	Market House Income	(1,000)	0	(1,000)	1030/201
TOTAL INC	СОМЕ	(1,000)	0	(1,000)	
NET EXPENDITURE/(INCOME)		6,600	628	6,600	

		2022/23	2022/23	2023/24	_
		Budget	To-date	Draft	cc/nc
			-	Budget	
Item No.	Description			£	
1	Salaries	8,500	5,356	8,500	4700/105
2	Advertising	500	390	500	4430/105
3	Stock purchased	500	334	500	4700/105
TOTAL EX	PENDITURE	9,500	6,080	9,500	-
INCOME					
1	Sales	(750)	(679)	(1,000)	1450/105
2	Donations	(1,000)	(1,660)	(1,000)	1451/105
TOTAL IN	COME	(1,750)	(2,339)	(2,000)	
	NET EXPENDITURE/INCOME		3,741	7,750	

	EVD	CNDITUDE			
	EXP	<u>ENDITURE</u>			
		2022/23	2022/23	2023/24	
Land College		Budget	To-Date	<u>Draft</u>	
Item No.	Description			Budget	
		<u>£</u>	£	£	
1	Licence Fee	-	-	500	4007/120
2	Advertising	500	-	500	4430/10
TOTAL EXPE	ENDITURE	500	-	1,000	
INCOME					
1	Ceremony Room	(2,000)	(1,540)	(1,500)	1400/120
TOTAL INCC	DME	(2,000)	(1,540)	(1,500)	
NET EXPEND	DITURE/(INCOME)	(1,500)	(1,540)	(500)	
NOTES:		(2,500)	(1,540)	(300)	
 Due every 	three years				

	Council Propo	<u>erties</u>			
	EXPENDITU	JRE			
		2022/23	2022/23	2023/24	
		<u>Budget</u>	To-Date	<u>Budget</u>	
ltem	Description				
No.			£	£	U.Salbum
1	Property Maintenance (Council Offices)	3,000	329		4170/202
2	Property Maintenance (Painted Room)	1,000	-		4170/105
3	Non Domestic Rates	6,200	3,015	6,230	4110/202
5	Health & Safety	0	-	÷	4592/202
6	Wheely Bin Collection	1,000	107	1,000	4021/202
7	Housekeeping	500	13	500	4155/202
8	Alarms	4,200	1,563	4,200	4185/202
9	Quinquennial Works	2,000	-	2,000	4179/202
10	War memorial Refurbishment	0	555	10.2	4221/118
11	War memorial Cleaning	450	-	450	
12	Window Cleaning	250		250	4160/202
13	Water	500	268	500	4115/202
14	Electricity	10,000	1,091	10,000	4122/202
	L EXPENDITURE	29,100	6,941	29,130	
INCO	ME				
1	War Memorial Refurbishment	0	0	()
2	Bollard refurbishment donation	0	0	()
	AL INCOME	0	0	()
NET	EXPENDITURE/(INCOME)	29,100	6,941	29,130	

	Special Pr	rojects			
	<u>EXPENDI</u>	TURE			
		2022/23	2022/23	2023/24	
		Transfer to	To date	Draft	cc/nc
		Earmarked		Budget	
Item N	No. Description	Reserves			
		£	£	£	
1	Paths, Bins and Benches	0	-	_	4270/302
2	Scatter Garden & Memorial Tree	2000	-	-	4273/302
3	Phone Box Renovations & Fittings	1500	-	_	4432/302
4	Smart Water	1000		-	4884/302
5	CCTV Upgrade	5,000	- 12	-	4117/302
6	Advertising Banners	0		-	
7	Climate Change	0	-	-	4885/302
TOTAL	. EXPENDITURE	9,500	-	9,500	
INCON	ЛЕ	Let) (-	
TOTAL INCOME		3.4		2	
NET EX	(PENDITURE/(INCOME)	9,500	4	9,500	

NOTES:

Agreed that these projects would be funded from the Council's General Reserve in 2021/22 No new Special Projects have been proposed for 2022/23

ENVIRONMENT & LEISURE COMMITTEE	27 SEPTEMBER 2022	AGENDA ITEM: 19

Report prepared by Julia Lawrence, Deputy Town Clerk

CHRISTMAS LIGHTS

Purpose of Report

The purpose of this report is to provide Members of the Environment & Leisure Committee with an update on the new light columns on Southend and to consider the potential additional electricity costs due to price increases.

Detailed Information

Members of the Environment and Leisure Committee are asked to note that new light columns along the Southend will be erected soon in order to accommodate the additional Christmas lights which will be displayed from these columns. The Christmas lights were unable to be erected last year due to the light columns not being robust enough to accommodate the extra load bearing.

Whilst noting that the new light columns will soon be in situ, Members of the Committee are asked to be mindful that whilst the number of Christmas lights will increase, this will have an impact on the electricity bill, resulting in additional costs which will be more than anticipated or indeed budgeted due to the ongoing rise in electricity costs.

Recommendation

That Members of the Environment and Leisure Committee receive and note the contents of the report.



MINUTES OF AN EVENTS WORKING PARTY MEETING HELD ON 21 JULY 2022

PRESENT:

Councillor Howells (Acting Chair)

NON-COUNCIL MEMBERS:

Chloe Garner, Griff Holliday, Hilary Jones,

Lynette Loader and Christine Tustin

ALSO PRESENT: Julia Lawrence - Deputy Clerk

Emma Jackson - Community Development Officer

Sophie Jarvis - Minute Taker

F103 APOLOGIES FOR ABSENCE

Apologies for absence were received from Kathrine Coles, Councillor Manns, Susie McKechnie, Councillor Morris and Councillor Shields.

E104 DECLARATIONS OF INTERESTS

No declarations of interest were received.

E105 TERMS OF REFERENCE

Griff Holliday had sent in his comments regarding the Terms of Reference as he believed that they did not truly reflect the purpose of the Events Working Party believing that tourism should also be included. Griff Holliday further questioned whose "overall responsibility" it was for the organisation and running of events. It was noted that any event run by Ledbury Town Council needed to receive approval from the Environment & Leisure Committee before proceeding.

The Events Working Party agreed that the Terms of Reference should be taken back to the Environment and Leisure Committee for clarification of its role and what areas it covered.

Chloe Garner arrived at 10.10am

Christine Tustin made reference to the TIC in Ledbury Town Council, noting that the official "i" was not displayed and that tourism should either form part of this Working Party or another Working Party be formed to cover this. The Community Development Officer confirmed that the sign had been ordered but had not yet been delivered. Griff Holliday recorded that this Working Party should be kept informed of matters relating to tourism.

Councillor Howells made reference to Ledbury Town Council's Corporate Plan which was being developed and which included such items as tourism. Griff Holliday requested a copy of the Corporate Plan but was advised that this was

very much still in draft and when it had been completed, copies would be readily available on the Council's website.

Discussion took place as to whether the Events Working Party should be called Tourism & Events. Griff Holliday recorded that the Events Working Party should be aware of what is going on concerning tourism.

RESOLVED:

That the Terms of Reference be taken back to the Environment & Leisure Committee to confirm its role and what areas are to be covered.

E106 ELECTION OF NON-COUNCIL MEMBERS TO THE EVENTS WORKING PARTY

Ledbury Poetry Festival (Chloe Garner), Griff Holiday, Hilary Jones, Lynette Loader and Christine Tustin were elected as non-council members.

Hilary Jones left the meeting at 10.20am.

E107 TO APPROVE AND SIGN THE MINUTES OF A MEETING OF THE EVENTS WORKING PARTY HELD ON TUESDAY, 29 JUNE 2022

Griff Holiday queried point E97 requesting that the recommendation be clarified. The Deputy Clerk confirmed that this related to a 'Community Picnic in the Park' event in 2023, similar to what was done this year in aid of the Platinum Jubilee event, to be organised by Ledbury Town Council. It was proposed that such an event should be run on the afternoon of Community Day.

Lynette Loader provided feedback following the Jubilee Picnic in the Park event insofar as ensuring that such events needed to be communicated much earlier as far as the Ledbury Focus magazine was concerned since some residents did not receive the publication until after the event.

RESOLVED:

The minutes were received and signed noting that the relevant amendments be made regarding E97 – clarification as to who runs what events and to promote events such as Community Picnic in the Park much earlier in advance.

E108 HERITAGE OPEN DAYS (HOD)

The Deputy Clerk advised that the Environment & Leisure Committee had agreed to proceed with the Heritage Open Day, the theme being "Invention".

Dates for the event had yet to be confirmed, between 9-18 September 2022. The Community Development Officer explained that getting everyone together on one weekend is going to be potentially problematic. However, it would be desirable to advertise and promote jointly what organisations are doing and to

that end the Community Development Officer is starting dialogues with Tinsmiths, Ledbury Places, Tilley's, Melissa Hawker, Tim Keys (bells) as well as liaising with the Ledbury Business Trader's Association.

It is hoped that Ledbury Town Council can open Thursday 15 September, Friday, 16 September and Saturday 17 September, covering a guided trail including the 16th Century Painted Room, the Market House and the Cemetery. The deadline date for registering events is Thursday 11 August 2022. It was noted that the Community Development Officer is looking to send out some advertising next week to a local magazine to help promote it. Christine Tustin requested that the Burgage Hall be added to the list of venues for the event.

Deputy Clerk requested that the Community Development Officer summarise the details in a report to report back at the next meeting.

Chloe Garner spoke for Ledbury Poetry House and explained that they would like to show the top floor during Heritage Open Day. However, it is currently not in a suitable condition. In light of this, they would like to focus on HR and Chloe Garner stated that Ledbury Poetry House might not do a direct Heritage Open Day activity but would like to do something that compliments and adds value to the people visiting the town. As a result of this they may put on activities celebrating the 'poetic heritage' rather than the physical heritage.

E109 POETRY FESTIVAL, INCLUDING LEDBURY CELEBRATION DAY

Poetry Festival

Chloe Garner gave feedback for Ledbury Poetry Festival and stated that overall it was a really good Festival from their point of view. She informed the Working Party that they had intended to 'come back with a splash' after 2 years of Covid and expressed her gratitude for Ledbury Town Council's support during the event by enabling them to put the flags up, have the deckchairs in the Market House, perspex signs and to make a visible statement in the Town to make visitors aware that there was an event going on.

Chloe Garner stated she believed it was one of the best Festivals in terms of the general positive atmosphere. Poet, Simon Archers, looked at the Barrett-Browning Institute and was pleased with the progress they have made in the building (Ledbury Poetry House). Simon is starting a National Poetry Centre in Leeds and was excited about joining up with Ledbury Poetry Festival. He has been extremely supportive by helping write statements for funding bids for Ledbury Poetry House. Poet, Michael Rosen, gave a statement about how the Arts Council should be funding more Festivals like Ledbury Poetry Festival. Poets say the best thing about Ledbury is that the Poetry Festival is part of the Town rather than a separate entity and the community is seen as very supportive of this.

Ledbury Celebration Day

Ledbury Celebration Day was a great success running alongside Ledbury Poetry Festival. Griff Holiday explained that the footfall up until 2.00pm was very good and dropped off a bit after that as it was a very hot day. Last week's

Ledbury Reporter was reviewed by members of the Working Party, and it was discussed that there was a great selection of photographs from the events included. Griff Holiday expressed his gratitude to Ledbury Town Council for all their help with Ledbury Celebration Day. Ledbury Town Council provided all the gazebos in aid of this event and helped to put them up. Councillor Phillip Howells stated that the Palestinian visitors were very excited to attend the event. It was discussed that there should be a town volunteer list created by Ledbury Town Council that could be put together for events such as these whereby volunteers could help with set-up and de-rigging.

RECOMMENDATION

That Ledbury Town Council create a general volunteer list whereby volunteers could assist with any events taking place in the Town.

E110 OCTOBER FAIR

The Deputy Clerk advised that Ledbury Town Council has written to the organisers, Ashley Rogers, to advise him about the times of trading. A meeting is to be arranged so that the Deputy Clerk and Clerk can meet with Ashley Rogers to run through this year's events and deal with associated paperwork, i.e. catering/insurance cover. Councillor Phillip Howells commented that the Funfair had applied for an extended road closure but this was not granted.

E111 CHRISTMAS LIGHTS SWITCH-ON EVENT

Christmas lights switch-on event to be held on Sunday 27 November 2022, starting at 5.00pm rather than 6.00pm as has been the case in previous years.

Discussion took place about what activities will be held between 4.00pm and 5.00pm after the shops close and before the Christmas light switch-on. Ideas brought forward were Community Choir/band, carol singers and the PA system around the Christmas tree as included at last year's event. The local businesses in town could also be contacted to see if they would like to be involved and stay open an hour later to sell Christmas goods such as hot chocolates. Ledbury Town Council could lend out gazebos for local businesses and food stalls e.g. hog roast & roasted chestnuts.

The Events Working Party considered whether a road closure should be put in place between 4.00pm to 6.00pm on the proviso there would be enough interest for stalls. The suggestion is to be put to the Economy & Leisure Committee to consider providing there is enough interest for stalls during the Christmas light switch-on event. The Community Development Officer to speak to all contacts and create a report of interest to be provided at next Working Party meeting. Community Development Officer to also investigate Feather's Christmas Markets 2022 and check if it is going ahead.

By 6.00pm the Christmas lights switch-on event to be finished.

Discussion also took place as to whether the Ledbury Christmas Markets should be moved to the same date as the Late-Night shopping (when there is free car parking) appreciating that there is also a Christmas Market taking place at Ross-on-Wye at the same time.

E112 CALENDAR OF EVENTS

Community Development Officer updated the Calendar of Events document and explained it is not a finished product and was ongoing. The Deputy Clerk advised that Ledbury Town Council's Receptionist would take ownership of this document going forwards and will ensure that it is on the website. All updates are to be forwarded to Sophie Jarvis, Receptionist. The actual day of the event is also to be included on the Calendar.

Reference was made to the December's candle lighting event at the Cemetery Chapel as no actual date was shown on the calendar of events. It was agreed that this should take place on Sunday, 4 December 2022.

RESOLVED:

- 1 Ledbury Town Council Receptionist is to take ownership of the calendar of events, making relevant changes and ensuring that the updated version is on the website.
- Include the date for the Candle lighting event at the Cemetery Chapel.

E113 DATE OF NEXT MEETING

RESOLVED:

It was noted that the next meeting of the Events Working Party was scheduled for Thursday, 18 August 2022 and would be held at Ledbury Town Council Offices at 10.00am.

The meeting ended at 11:25am.

(Chair)

Dated 2.5.08-2022



MINUTES OF AN EVENTS WORKING PARTY MEETING HELD ON 18 AUGUST 2022

PRESENT: Councillors Howells, Manns, Morris (Chair) &

Shields

NON-COUNCIL MEMBERS: Griff Holliday, Hilary Jones, Lynette Loader and

Christine Tustin

ALSO PRESENT: Julia Lawrence - Deputy Clerk

Sophie Jarvis - Minute Taker

E114 APOLOGIES FOR ABSENCE

Apologies for absence were received from

E115 DECLARATIONS OF INTERESTS

E116 TERMS OF REFERENCE

Christine Tustin put forward that she felt strongly that tourism in general should be better reflected at either this working party or another. Griff Holiday clarified that this was an outstanding action included on the previous minutes.

E117 ELECTION OF NON-COUNCIL MEMBERS TO THE EVENTS WORKING PARTY

Councillor Morris queried if everybody present was a member of the events working party. The Deputy Clerk clarified that everybody present is a member.

E118 TO APPROVE AND SIGN THE MINUTES OF A MEETING OF THE EVENTS WORKING PARTY HELD ON THURSDAY 21 JULY 2022.

Discussions took place regarding making a standing item on the agenda for the working party of tourism. Councillor Shields proposed it should be called 'update on progress'.

RESOLVED:

That the minutes of the Events working party held on Thursday 21 July to be approved and signed as a correct record. With the caveat that the recommended changes be made and 'update on progress' to be added as a standing item on the agenda.

E119 HERITAGE OPEN DAYS (HOD)

Griff holiday notified the working party that as of Wednesday 17 August 2022 there were 4 events for Ledbury on the Heritage open week website.

- Hellens Manor
- Eastnor Castle
- 16th Century Painted Room
- The Market House

Christine Tustin advised the working party that she gave Melissa Hawkins email address to the CDO and mentioned that the Burgage Hall might be open at the last meeting. Christine also commented that in the report it states that a link would be sent out which she had not received. Discussions took place that the deadline had passed which was Thursday 11 August 2022. Councillor Morris queried if the Master's House had signed up, Griff confirmed that only the four he had previously mentioned were on the website.

Councillor Shields proposed as this is an annual event, next year preparations should begin in January/February.

Christine Tustin confirmed that the CDO had informed her of an extension but was unaware of how long that extension would be.

Councillor Howells proposed that the report be received and noted but ask the CDO to report back on the confirmation of who the links were sent to and if the invention themed self-guided walk is going to plan.

Councillor Morris asked the Deputy Clerk if it is standard practice that she is copied into emails the CDO is sending. The Deputy Clerk confirmed it should be standard practice. Councillor Morris queried who will be leading on this moving forward, the Deputy Clerk confirmed that the CDO will lead on this and it will be overseen by herself and the Clerk.

RESOLVED:

That the CDO Heritage Open Day report be received and noted and the two proposed questions to be asked.

E120 CARNIVAL DAY

Deputy Clerk read out the email to the working party that she had received from Jill Jupp with regards to progress on the Carnival.

RESOLVED:

The email update from Jill Jupp regarding the Carnival was received and noted.

E121 OCTOBER FAIR

The Deputy Clerk informed the working party that herself and the Clerk are meeting with the organisers (Ashley Rogers) on 21 September 2022 to discuss details for the event. A road closure application is in the process of being sorted for the fair. The Deputy Clerk has also received quotes for first aid cover and traffic management for the event.

Lynette Loader queried if there was a decision as to whether Bye Street would be closed. Deputy Clerk confirmed that the road closure will be the same as last year but there will be more signage this year.

Councillor Howells asked the Deputy Clerk and Receptionist to ensure the list of dignitaries receive invitations to attend the fair.

Councillor Morris queried if a Councillor should be present at the meeting with Ashley Rogers. Deputy Clerk confirmed any councillors are more than welcome to attend, Councillor Morris confirmed he would attend the meeting.

E122 CHRISTMAS LIGHTS SWITCH-ON EVENT

The Deputy Clerk informed the working party that the Administrator is leading on the organisation of the Christmas lights switch-on event. Members were shown a draft of a poster she had created to promote the event. Deputy Clerk informed members that the event will start at 5.00pm this year and when the minutes are finalised, she will pull together a report of updates about this event to go to the next events working party. Depending on the interest in market stalls, then a road closure for this event may be considered.

E123 CALENDAR OF EVENTS

The Deputy Clerk informed members of the working party that the Candle lighting event will take place on Sunday 18 December 2022 rather than Sunday 4 December 2022 as noted in the calendar of events.

Councillor Shields queried if an event could be added to the list - Ledbury Library development group Saturday 17- Friday 30 September 2022 at the Masters House.

Councillor Howells confirmed that the Civic Celebration would be taking place on Sunday 4 December 2022, and it was in the October box on the calendar of events table.

Councillor Morris queried if it is necessary to include previous events on the document, discussions took place around this and it was decided that the previous events would stay on the document within reason.

It was discussed that the LEAF family activity day was on Saturday 20 August 2022 not Saturday 21 August as written in the document.

RESOLV	ED:		

That the Calendar of Events were received and noted with the caveat that the relevant changes be made.

E124 DATE OF NEXT MEETING

RESOLVED:

It was noted that the next meeting of the Events Working Party was scheduled for Thursday, 29 September 2022 and would be held at Ledbury Town Council Offices at 10.00am.

The meeting ended at 10.35am.

Signed	Dated
(Chair)	

MINUTES OF A CLIMATE CHANGE WORKING PARTY MEETING HELD ON 10 AUGUST 2022

PRESENT: Councillors Shields (Chair) and Whattler

ALSO PRESENT: Al Brathwaite

Julia Lawrence - Deputy Town Clerk

Sophie Jarvis – Minute Taker Two members of the public

CC69 APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillors Chowns and Howells, Amanda Lambourne and Dilys Merry.

CC70 DECLARATIONS OF INTEREST

RESOLVED:

No declarations of interest were received.

CC71 TERMS OF REFERENCE

The Terms of Reference were reviewed by Members of the Working Party and agreed that these should be presented at the next Environment and Leisure Committee meeting on Thursday, 15 September 2022 for approval.

RESOLVED:

That the Terms of Reference be taken to the next Environment and Leisure committee meeting on Thursday, 15 September 2022 for approval.

CC72 ELECTION OF NON-COUNCIL MEMBERS TO THE CLIMATE CHANGE WORKING PARTY

RESOLVED:

Al Braithwaite was elected as the non-council member to the Climate Change Working Party.

CC73 TO RECEIVE AND NOTE THE MINUTES OF THE CLIMATE CHANGE WORKING PARTY HELD ON 30 MAY 2022

Members asked for a list of the meeting dates for the Environment & Leisure Committee and these are to be provided.

Discussion took place regarding the 'Plastic Free Policy' and Members asked for Ledbury Town Council to adopt this Policy.

Councillor Whattler queried what would happen to all the plastic chairs that the Town Council had purchased for use under the Market House. Councillor Shields clarified that they are not single use objects and further defined 'single use plastics', i.e. carrier bags, plastic bottles and plastic cutlery. Councillor Shields mentioned that water refill points in the Town could be a possibility to look at in the future to encourage people to use re-usable water bottles.

Members referred to the document circulated at the meeting (copy attached): "Vision: Making Ledbury a Plastic free Community".

Under the Underpinning Actions, it read: "To gather data that indicates the volumes of single use plastics generated across the Ledbury Community so that there is a known starting point against which success can be measure. (This may not be possible)". A member of the public queried why it stated "This may not be possible" and Al Braithwaite clarified that she had included this because the data gathered still needed to be measured. Councillor Shields noted that Tesco and the Co-op were now collecting single use plastic, and this may be a way of encouraging other supermarkets to do the same thing. Councillor Shields requested that an amendment to the bullet point be made to read "To explore the possibility of gathering data".

The document is to be duly amended and presented at the next Environment & Leisure Committee for consideration and approval.

Councillor Shields informed Members of the Working Party that no one had been in touch with the Deputy Clerk with names of groups that litter pick. This item will be carried forward to the next meeting to establish a list of litter picking groups and establish a litter picking timetable. Councillor Whattler suggested that the Town Council prepares a press release, as well as including all relevant social media platforms, asking groups who litter pick to identify themselves so that a coordinated approach can be planned.

RESOLVED:

That the minutes of the Climate Change working party held on 30 May 2022 be approved and signed as a correct record.

That the amended document, "Vision: Making Ledbury a Plastic free Community" be considered and approved by the Environment and Leisure Committee.

That the Town Council prepares a press release (and to include relevant social media platforms) asking groups who litter pick to identify themselves.

CC74 WORKSHOP TO DEVELOP CLIMATE CHANGE WORKING PARTY STRATEGY

Members of the Working Party debated and agreed on a Plan of Action outlining proposed areas of activity, with examples, to be taken to the next Environment and Leisure Committee meeting on 15 September 2022. It was anticipated that the Committee could then agree in broad terms the areas of activity for the Working Party, who would then draw up some specific project proposals. A copy of the Plan of Action is attached to these minutes.

RESOLVED:

That Members of the Climate Change Working Party agreed for the Plan of Action document to be presented at the next Environment and Leisure Committee meeting to seek support in order that projects could be drawn up for consideration and approval.

CC75 DATE OF NEXT MEETING

Councillor Whattler asked if all future meetings could start at 6.10pm in order to allow sufficient time to park the car once the free parking came into force at 6.00pm.

Councillor Shields asked for the next Climate Change Working Party meeting to be put back by a week due to holiday commitments. It was therefore agreed that the next Climate Change Working Party would meet on Wednesday, 12 October 2022 and not Wednesday, 5 October 2022 as previously scheduled.

RESOLVED:

That the date of the next Climate Change Working Party meeting will be held on Wednesday, 12 October 2022, in the Council Offices starting at 6.10pm.

The meeting closed at 7.25pm	
Signed(Chair)	Dated

Vision: Making Ledbury a Plastic Free Community

<u>Aim</u>: Ledbury TC will work with partners, other organisations and professional bodies, to reduce single use plastics in the community.

Objectives:

- 1. Influence and encourage the procurement of street furniture that aligns our vision with Herefordshire Council's waste management strategy for the future.
- 2. Encourage the use of sustainable products at events across the town (i.e. Civic events; Community Day; Poetry Festival:(Ledbury Food Group))
- 3. Work in partnership with others to achieve national recognition for Ledbury as a Plastic free town.
- 4. Support organisations to help our local communities understand how they can dispose of plastics appropriately.
- 5. Work with the local traders, other organisations and councils to support a move away from single use plastics for food, drinks and packaging.
- 6. To support and encourage regular litter picks across the town and surrounding villages.

Underpinning Actions

- To gather data that indicates the volumes of single use plastics generated across the Ledbury community so that there is a known starting point against which success can be measured. (This may not be possible!)
- To engage with national organisations and other communities on community action taken to become a nationally recognised plastic free community.
- Build relationships with organisations already progressing a programme of reducing plastics.
- Develop a policy statements for each objective (short statement of what it means).