

# 08 Supporting documents 21-01-25

16 January 2025 09:18

## 24/5-072 Apologies for absence

To receive and accept apologies where valid reasons for absence have been given to the Clerk prior to the meeting.

## 24/5-073 Declarations of Interest

To receive any declarations of interest in accordance with the requirements of the Localism Act 2011 and to consider any requests for dispensations in respects of pecuniary or nonpecuniary interests in Agenda items.

## 24/5-074 Staff attendance

1. To resolve to agree for the Open Spaces team to attend Open Spaces Committee meetings (excluding closed session)

## 24/5-075 Minutes

1. To resolve to approve as a correct record the notes of the meeting of the Committee held on 19th December 2024 and to authorise the Chair to sign the official minutes.

<https://holbeach.parish.lincolnshire.gov.uk/downloads/file/1367/2024-5-07-os-draft-notes-19th-december-2024>

## 24/5-076 Clerk's report

1. To receive a report from the Clerk to include update on all areas.

### Report

**To:** Members of Holbeach Parish Council – Open Spaces Committee

**From:** Jan Hearsey: Parish Clerk

**Date:** 20th January 2025

**Subject:** Clerk's report Open Spaces

### Park Road Cemetery

PPES dealing the railings - signs up ready for the topple tesing

### Carters Park

All parts received for the play equipment

Dog area very muddy

Met with LTA re tennis courts.

### All Saints Churchyard

Nothing to report - Cleaning of War Memorial to commence February

### Netherfield

Nothing to report

### Hall Gate

Nothing to report - Complaint about dogs, new sign now in place

### Equipment

Kubota - waiting for delivery date

## 24/5-077 Allotments

1. To receive an update on the waiting list and vacant allotments.

### Battlefields

Site	Allotment Name	Size
Battlefields	BFG07	1 Battlefields Allotment
Battlefields	BFG15	1 Battlefields Allotment
Battlefields	BFG16	1 Battlefields Allotment
Battlefields	BFG29	1 Battlefields Allotment
Battlefields	BFG29B	1 Battlefields Allotment
Battlefields	BFG29C	1 Battlefields Allotment
Battlefields	BFG29D	1 Battlefields Allotment
Battlefields	BFG29E	1 Battlefields Allotment
Battlefields	BFG33	1 Battlefields Allotment
Battlefields	BFG36B	1 Battlefields Allotment
Battlefields	BFG36D	1 Battlefields Allotment
Battlefields	BFG51	1 Battlefields Allotment
Battlefields	BFG56	1 Battlefields Allotment

## Northons Lane

Site	Allotment Name	Size
Northons Lane	NL18	0.25 Northons Lane Allotment
Total number of vacant allotments on this site = 1		
Total number of vacant allotments = 35		

*Four of the Battlefields plots have been deemed suitable to be let.*

2. To resolve to agree who will attend the LCC annual Tenants' Meeting for County Farms Tenants on Tuesday 25th February 2025

3. To review and resolve to agree the way forward with the Northons Lane paperwork - *paperwork to be provided at the meeting*

4. To resolve to agree the site of a compost heap at Battlefields allotments

5. To discuss and resolve to agree the way forward a storage container at Battlefields Allotments

<https://www.theruralplanningco.co.uk/news/do-i-need-planning-permission-for-storage-containers/>  
<https://universal-containers.com/news/shipping-containers-on-private-land/>

6. To resolve to agree the non cultivation letter

*Following the annual allotment inspection held on ??? it has been brought to the Council's attention that the above allotment for which you hold the tenancy is in a state of neglect.*

*I refer to your tenancy agreement which refers to the upkeep of the site and write to give you notice to have remedial works carried out on this allotment to tidy it up.*

*Remedial works must be completed by the end of next month after which a further inspection will be made.*

*Failure to comply with your tenancy agreements may result in you being served Notice to Quit on the allotment in question.*

*If there are any issues affecting your ability to maintain this allotment and if you wish to discuss this matter further please contact me as above.*

OR

*We must advise you that on the annual inspection of these allotments held at the ?? it was noted that they were in a neglected state.*

*It is a requirement of your tenancy agreement to keep the allotments in good condition and I must require you to take steps to remedy this or please advise us if there are any problems.*

*If you wish to discuss this further please contact me on the above telephone number or write to me advising me of the situation.*

### FINAL REMINDER - UNPAID RENT

*We write further to my letter to you dated ?? which was issued as a final reminder of the allotment rent demand due in ??.*

*We enclose a copy of that letter which also advised you that failure on your part to pay the rent due or to hear from you regarding this matter by the end of ????? could result in steps being taken to terminate your tenancy of the above allotment.*

*We now write to formally give you Notice to Quit on this allotment.*

*We will allow you seven days in order to remove any personal belongings before the allotment is re-let.*

*Any expense incurred by the Parish Council for clearance of any debris from the allotment may result in a recharge to you.*

*Again I would urge that if you wish to discuss this matter further please contact me on receipt of this letter as above.*

### 24/5-078 Cemeteries

1. To resolve to agree the Cemeteries Policy

2. To resolve to agree the way forward at Hall Gate cemetery following the site visit  
<https://www.peterborough.gov.uk/residents/births-deaths-and-ceremonies/memorials>

### 24/5-079 Carters Park

1. To discuss and resolve to agree the way forward with the toilets in Carters Park

*Previously PPPES Committee, decision was made to get quotes for demolition, demolition and installation of modular toilet, or refurbishment. There is £7,500 in the budget. The issue with the toilets is vandalism and anti-social behaviour. The toilets are currently open between 09:00 and 15:00 on weekdays to coincide with the teams working day. A great deal of working time is lost due to cleaning graffiti and unblocking toilets and cleaning walls.*

2. To discuss and resolve to agree the way forward with pump truck -



<https://singletrackworld.com/2021/09/how-to-build-a-pump-track-the-right-way/>  
<https://dirtfactory.co.uk/how-much-do-pumptracks-cost/>

*There is £9,758.50 budget available*

**3. To resolve to agree to apply for grant funding for the disabled pathway**

*To create a resin pathway from the standing stones entrance to the pathway by the outdoor gym is approximately £25,000 to £35,000 - how much do members want to contribute towards grant funding?*

**4. To discuss & resolve to agree the tennis courts access**

*Funding Agreement FAQs*

*Registration*

*Within the Funding Agreement, Registration is free for all venues listed in the Agreement in line with the Standard Obligation Periods. In addition, the LTA has agreed through its registration regulations that all venues will default to the longest Standard Obligation Period of time applied to any one project listed within the Agreement. The LTA has also agreed that any other parks owned by the same Local Authority and managed by the same Operator covering the parks listed in the Agreement within the Local Authority will receive free registration for the same period.*

*Booking*

*Clubspark (or any other LTA agreed system that can connect to LTA Play and provide trackable data) must be continued to be used for the duration of the project as we have a requirement to provide data in return for DCMS funding.*

*While we can't provide any guarantee in the agreement, the LTA will continue to be a significant partner with Clubspark and our intention will be for the booking system to be free for registered venues through the project. Only courts that are charged for will incur any charges and we will continue to ensure any price changes are kept to a minimum.*

*Gate Charges*

*The Gate maintenance charges for the first 12 months are covered by a manufacturer's warranty and then applicable for the following 4 years. The access codes, cloud hosting and data fee are fixed for the first 5 years of the Agreement. The LTA will then negotiate with the Gate Contractor at that point to keep any future increases to a minimum but the LA would be able to consider alternative options at that point.*

*Who can be a recipient of funding?*

*Any local authority, unitary authority, council (including borough councils, county councils, district councils and parish councils), metropolitan district and London boroughs. The legal identity of each council and their registered address needs to be included on the grant agreement*

*Is there a defects liability period with the contractors for each project?*

*The defect liability period is referred to under the JCT contract as the rectification period. For our Minor Works call off contract this is 3 months.*

*How and when will grant payments be made*

*The LTA will pay the Local Authority on certification of works confirmed by the LTA Contracts Manager and Local Authority. The LTA will make payments bi-weekly. On receipt the Local Authority can make payment to the Contractor*

*Is Guidance provided on how to maintain the courts and operate the Gates*

*It is advisable that the LA be present at Handover to obtain operational information and also have demonstrations on how the gate works. This would include an override provision and a key for lite version. The LTA has guidance on the website as to how to maintain courts throughout their lifespan. [court-surfaces-guidance.pdf](#) (lta.org.uk)*

*Who will pay for any unforeseen additional cost of works once the project has started?*

*The contractor will raise any unforeseen costs with the LTA appointed Contracts Manager. If in agreement, the LTA will cover any additional costs. The contractor will be advised of the process in advance of work starting and processes are in place to ensure decisions can be made quickly by the LTA's Contracts Manager.*

*When it comes to the LA carrying out works to the same value – is there a standard stipulated?*

*While we are not stating who carries out the works, we would recommend using SAPCA contractors.*

*What are the gate maintenance costs?*

*The first year of annual maintenance will be free. (see below for more information)*

*Why have the Football Foundation been used as the contracting authority and not the LTA?*

*As the LTA are not a principally publicly funded organisation, they are not able to be the contracting authority for a framework agreement to which suppliers are appointed in accordance with public procurement regulations. For this reason, the Football Foundation will be the ultimate contracting authority and the LTA have signed a SLA to act on their behalf and assume all liability for the administration of the framework agreements*

*How would a Local Authority implement a 'call-off contract' within this programme?*

*For court refurbishment, Henry Riley (Appointed Quantity Surveyors) will prepare the contract and send to the LA who will check it is correct and then issue to the contractor. The call off contract that will be used is the JCT Minor Works Building Contract with Contractors Design 2016.*

*For the gate element of the programme, the LTA will prepare the order form which acts as the building (call-off) contract. The local authority will confirm the costs and maintenance program by completing the relevant sections of the form and send to CIA (Gate Framework Contractor) for signature.*

*Will the LTA require a legal charge on the property to invest enable investment into the site?*

*The LTA will not require legal security to invest in the site however the Local Authority will have to sign the funding agreement which is a legal contract that includes the terms and conditions of the grant.*

*Can the framework be accessed by all Local authorities across England, Wales and Scotland?*

*The framework can be accessed by all Local Authorities across England, Wales and Scotland. This is set in our service agreement with the Football Foundation. The links to the LA's are below · List of council in England ([publishing.service.gov.uk](http://publishing.service.gov.uk)) · Organisations - [mygov.scot](http://mygov.scot) · <https://www.wlga.wales/welsh-local-authority-links>*

*Do CIA Fire & Security Limited have the exclusive right to undertake the gate works? And if not, can we carry out our own procurement process?*

*Local Authorities do not have to use the framework and can source their own gate supplier or main works contractor if they so choose, however, the frameworks have been procured to provide cost and delivery efficiencies due to the specialist nature of the works. The frameworks have been designed to meet all relevant procurement regulations that apply to England, Scotland and Wales. If a local authority chooses to procure the works themselves, then the scope of works will need to be agreed in writing by the LTA before being tendered and the tenders will need to be technically compliant for both court and gate works. With regards to the access gate, a full demonstration will need to be provided demonstrating how the proposed system connects to the LTA's booking platform (API) and a physical demonstration of how the gate works on site. The LTA would also evaluate the tenders to make sure they are achieving value for money which is a requirement of the DCMS/LTA funding agreement.*

*Can the Local Authorities amend the funding agreement or building contract?*

*The terms and conditions of the grant funding agreement have been agreed by DCMS and LTA Tennis Foundation ("LTA TF") as those to be used by LTA TF for the making of individual grants from the DCMS monies. For that reason and also as a result of the large number of local authorities and sites that we are dealing with, we are unable to negotiate on a case-by-case basis and need to ensure the consistency of the documentation across the parks [renovation project]. Likewise, the terms and conditions of the call off contract (based on the JCT minor works building contract with contractor's design) under the framework agreement have been accepted by the appointed contractors through the public procurement tender process.*

*This is all intended to enable the funding to be distributed in line with the purpose of the funding programme, that being to deliver a high number of small park tennis court improvements within a short timeframe, through a framework created in line with public procurement regulations, and to be as simple as possible for any Local Authority to adopt as we are looking to provide investment in parks across 250 Local Authorities with a limited budget.*

*If a Local Authority has any concerns we would be happy to discuss and hopefully allay any concerns. I hope that this provides an explanation as to why we are unable to amend the agreements however if you need to discuss further then please let me know.*

<b>CIA Maintenance Regime and Call Out Costs</b>						
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
<b>LITE (per gate)</b>	£156.00	£536.00	£536.00	£536.00	£536.00	£2,300.00
<b>PREMIUM</b>	£281.40	£601.40	£601.40	£601.40	£601.40	£2,687.00
<b>Warranty</b>	Warranty period is 12 months, and includes: b. regular testing of the API software; c. provision of a help desk seven (7) days a week [between the hours of 07.00 and 21.00 between March and October (inclusive) and 07.00 and 19.00 between November and February (inclusive)] to log and respond to issues arising with or related to the operation of the gate and/or access control system; d. undertaking corrective action in respect of and in connection with the gate and/or access control system as necessary, including by repairing and/or replacing the gate and/or access control system (or any part of the same) which is or has become defective. Send an engineer to site for damaged or vandalised equipment, charged at a rate detailed below plus parts e. otherwise ensuring the continued operability of the gate and/or access control system, including by ensuring that the access control system continues to allow access to the site facility remotely via the booking app owned and/or operated by LTA Operations.					
<b>Year Two onwards</b>	All the above plus an annual service of the gate and access control system, including: (i) testing the keypad and replacing the batteries; and (ii) checking the gate and access control system are operational, including the internal manual exit and self-closer function of the gate					
<b>Costs not covered by warranty or maintenance fee</b>	In the event of a corrective visit being required - i.e. accountable to equipment failure under circumstances, such as, but not limited to, possible lightening damage, vandalism, flooding etc. - such visits will be charged to the venue, adopting CIA's current callout rate schedule below plus materials:					

5. To resolve to agree the request for the use of Carters Park on either the 22nd or 29th June 2025 for the Inclusion Festival

#### **24/5-080 Nature Reserve**

1. To discuss and resolve to agree the way forward with a tree in the pond

*The tree is not on the Council's land but has fallen and is laying across the pond.*

#### **24/5-081 Work Scheduling**

1. To resolve to agree the work schedule