

## ST CLEER PARISH COUNCIL

### AGENDA

**NOTICE is hereby given** that a Meeting of the Estates Committee will be held on as directed at 7.30pm to which members are summoned to attend

Topic: Estates Meeting – Wednesday 10<sup>th</sup> November 2021, 07:30 PM  
Address – St Cleer Sports Pavilion, Hockings House, St Cleer, Cornwall, PL14 6EE

1.	<b>To elect a Chairman for this Committee</b> <b>To elect a Vice Chairman for this committee</b>	
2.	<b>To receive and accept apologies where valid reasons for absence have been given to the Parish Clerk prior to the meeting</b>	
3.	<b>Members declarations</b> <ul style="list-style-type: none"><li>a. Disclosable pecuniary interests</li><li>b. Non-registrable interests</li><li>c. Declarations of gifts</li><li>d. Applications for dispensations</li></ul>	
4	<b>Minutes of the last meeting</b> – To approve the minutes of last meeting.	
5.	<b>Matters Arising</b> Update on Defibrillator at Market in	
6.	<b>To Receive an update on the progress of the Speed Camera and to decide on its location for installation</b>	
7.	<b>Review the Grasscutting contracts</b> – The contracts for due for renewal, review and discuss the contracts	
8.	<b>Review the terms of the Football Clubs SLA and the Pitch Maintenance Agreement.</b>  The current SLA which runs until June 2022 has been circulated for members information.	
9.	<b>Replacement Notice Board</b> – the noticed board next to the Church is damaged and a replacement needs to be considered.	
10.	<b>Consider quotes for replacement post for entrance of football pitches</b>	
11.	<b>Possible encroachment of land at allotments</b> – Deeds must be requested and checked as to if there is any encroachment, if any action is required delegated authority given.	

12.	<b>Review the current Estates work plan</b>  Priortise the plan and make any recommendation for spending to the finance committee	
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Supporting Documents below

## ST CLEER PARISH COUNCIL

### TERMS & CONDITIONS FOR THE AWARD OF GROUNDS MAINTENANCE (MOWING) CONTRACT 2019-2022

#### ADDENDUM TO THE 2018-2019 CONTRACT

The terms as outlined in the initial contract remain, save as follows:

#### 3. Charges and Terms of Payment

The contractor may invoice the Parish Monthly or Quarterly where each payment will be an even segment of the agreed contract price. The contractor will provide an invoice to the Clerk by the 15<sup>th</sup> of the Month and will be ratified for payment at the Parish meeting that month

Quarterly Dates for payment will remain as: 27 Jun 2018, 26 Sep 2018, 19 Dec 2018, 28 Mar 2019

#### Schedule:

##### Part 1 Sports pitches and Recreational green space within the curtilage of the Sports Pavilion:

(1) The mowing of St Cleer Parish sports pitches (x3) to the standard specified within the Football Association 'Natural Grass Pitches' fact sheet:

"...Mowing – Regular mowing is critical in developing a satisfactory sward particularly during the growing season. The height of cut should be kept at between 25-37mm all year round..."

Sward is to be removed from the playing area if the use of a mulching mower is not employed. Green waste will be composted on site.

Written confirmation of Quality Assurance is to be provided by the Manager St Cleer Football Club not less than annually

(2) Maintenance (by mowing, strimming or use of appropriate chemical products) of all other grassed areas within the boundary of Hockings House including the car park and paths of the sports pavilion. These shall be classified as:

(a) Short grassed general recreation areas such as adjacent to the outdoor gym

(b) Environmental areas - such as banks and borders adjacent to the paths

(c) Paths and car park

Category (a) areas are to be mown on a frequency which provides for general recreational use (+/- 100mm)

Category (b) areas are too allowed to grow for habitat value with seasonal cuts (anticipate 2-3 cuts as dictated by growth trend) to maintain wild flowers and grasses and subdue the establishment of hardy perennials such as bramble and gorse.

##### Part 2 Public Rights of Way (PRoW)

(1) The maintenance (by strimming, mowing or use of appropriate chemical products) of PRoW within St Cleer parish as detailed at Annex A in accordance with the standards stipulated within Cornwall Council's Local Maintenance Partnership scheme.

"...Trimming standards - paths should be maintained consistent with their level of use and legal status (e.g. footpath or bridleway). As a guide, footpaths should be cleared to a width of 1.5 metres (where possible). Bridleways should be cleared to a width of 2.5 metres. For environmental reasons vegetation trimmings should be disposed of neatly on site..."

Vertical side banks and overhead tree obstruction shall remain under the stewardship of Cornwall Council (Highways) and any issues of obstruction or dilapidation should be reported upon discovery via the online 'countryside reporting system.'

Any issue with access to any footpath must be notified immediately to the Parish Clerk so that remedial actions can be taken eg Diversion of the Path, Locked gates etc

To meet the requirements of the LMP by providing the Clerk with updated training certificate's that relate to the contract and annual insurance proof to the level of £5Million as renewed or updated or at least annually

Parish Footpath No	CC Footpath Ref	Type
1	624/1/1	Silver
2	624/2/1	Silver
3	624/3/1	Gold
4	624/4/1	Bronze
5	624/5/1	Bronze
6	624/6/1	Silver
7	624/7/1 624/7/2 624/7/3	Silver
8	624/8/1	Silver
9	624/9/1	Silver
10	624/10/1	Silver
11	624/11/1	Bronze
12	624/12/1 624/12/2 624/12/3	Gold
13	624/13/1 624/13/2	Gold
14	624/14/1	Gold
15	624/15/1 624/15/2	Gold Silver
16	624/16/1	Gold
17	624/17/1	Gold
18	624/18/1	Gold
19	624/19/1 624/19/2 624/19/3 624/19/4	Gold
20	624/20/1	Gold
21	624/21/1	Gold
22	624/22/1	Gold
23	624/23/1	Gold



24	624/24/01	Gold
25	624/25/1 624/25/2 624/25/3	Gold
26	624/26/1	Gold
27	624/27/1 624/27/2 624/27/3 624/27/4 624/27/5	Gold
28	624/28/1	Gold
29	624/29/1	Gold
30	624/30/1	Gold
31	624/31/1	Gold
32	624/32/1	Gold

(2) The maintenance of the land owned by the PC to a standard of safe access and such that it encourages the use of the said community asset by the public, (by strimming, mowing or use of appropriate chemical products) of open green spaces:

(a) Trethevy Green Mowing / strimming the area adjacent to the car park

(b) Millennium Garden Weed control of the path, mowing/ strimming of the grass, maintenance / cutting back of the hedges around the garden.

(c) Areas around all benches owned by the PC to enable access to and the pleasant enjoyment of the rest area, including access to and from the bench from main path or walkway and offering at least 1.5m barrier from vegetation

(d) Areas adjacent to and within all bus shelters within St Cleer to enable access to and the pleasant enjoyment of the rest area

(e) Area around the Red Phone Box at St Cleer

(f) The area at the top of the Allotments and access road

(g) The area leading to and from the Horizon Play Park and within it; paying special attention to the area where the park fencing meets the field below to manage bramble ingress

Gold Paths requiring 1 cut per year

Path & Link Number	Status	SSSI	Length (m)
5/1	Footpath	No	1015
14/1	Footpath	No	159
16/1	Footpath	No	61
18/1	Bridleway	No	61
23/1	Footpath	Yes	350
27/2	Footpath	No	235
27/3	Footpath	No	188
28/1	Bridleway	No	669
31/1	Footpath	No	324
36/2	Bridleway	Yes	56
<b>Total (m)</b>			<b>3156</b>

Isolated Gates &amp; Styles

Path & Link Number	Status	SSSI	1 or 2 cuts
19/1	Footpath	No	1
19/1	Footpath	No	1
19/2	Footpath	No	1
19/2	Footpath	No	1
26/1	Footpath	No	1
<b>Total cuts</b>			<b>5</b>

Isolated Gates &amp; Styles-1

Path & Link Number	Status	SSSI	1 or 2 cuts
3/1	Footpath	No	2
3/1	Footpath	No	2
12/1	Footpath	No	2
12/2	Footpath	No	2
12/2	Footpath	No	2
12/3	Footpath	No	2
14/1	Footpath	No	2
14/1	Footpath	No	2
15/1	Footpath	No	2
15/1	Footpath	No	2
16/1	Footpath	No	2
16/1	Footpath	No	2
22/1	Footpath	No	2
26/1	Footpath	No	2
26/1	Footpath	No	2
26/1	Footpath	No	2
<b>Total cuts</b>			<b>32</b>

Gold Paths requiring 2 cuts per year

Path & Link Number	Status	SSSI	Length (m)
3/1	Footpath	No	97
12/3	Footpath	No	74
13/1	Footpath	No	221
15/1	Footpath	No	76
20/1	Bridleway	No	353
22/1	Footpath	No	129
22/1	Footpath	No	459
24/1	Footpath	No	145
25/3	Footpath	No	100
27/1	Footpath	No	204
27/2	Footpath	No	337
27/2	Footpath	No	60
27/4	Footpath	No	325
27/5	Footpath	No	269
32-1	Footpath	No	46
<b>Total (m)</b>			<b>2914</b>

Dated 31 Jan 18

Silver Paths

Path & Link Number	Status	Length (m)
1/1	Footpath	1304
2/1	Footpath	343
6/1	Footpath	528
7/1	Footpath	369
7/2	Footpath	1138
7/3	Footpath	208
8/1	Footpath	1335
9/1	Footpath	554
10/1	Bridleway	805
15/2	Footpath	37
<b>Total (m)</b>		<b>6821</b>

# ST CLEER PARISH COUNCIL WITH ST CLEER FOOTBALL CLUB AND ST CLEER AND LISKEARD YOUTH FOOTBALL CLUB

## SERVICE LEVEL AGREEMENT 2019-2022

### PARTIES TO THIS AGREEMENT ARE:

- St Cleer Parish Council
- St Cleer Football Club
- St Cleer and Liskeard Youth Football Club

### PURPOSE OF THE SERVICE LEVEL AGREEMENT:

To establish a formal agreement setting out the roles and responsibilities of the parties to this agreement for the use of the grass pitches at St. Cleer Sports Ground and the Sports Pavilion at Hockings House, St. Cleer.

#### OVERVIEW

##### Use of Facilities

In consideration of receipt from the club(s) of the annual hire charges,

- the Club(s) shall have exclusive use during the term of this agreement of the grass pitches.
- the Club(s) shall be given priority use of the changing facilities (girls, boys, referees, away & home changing rooms) at all times.
- The Club(s) may be permitted to make use of the kitchen and meeting rooms on an ad-hoc basis not to the detriment of other users, including but not limited to matches, training & tournaments, committee meetings and open days.

##### Period of agreement

The agreement shall commence on the 1<sup>st</sup> July 2019 to the 30<sup>th</sup> June 2022. The agreement is for a fixed period and any variations to the agreement must be recorded in writing and signed by all parties.

##### Hire Charges

The Football Club(s) shall pay for use of the facilities at the rate of £440 per adult Club and £75 per youth Club for the period 1<sup>st</sup> July to 30<sup>th</sup> June per annum. These charges will be subject to an annual review by St. Cleer Parish Council, linked to the RPI, and will be capped to a maximum of 5% in any 12-month period.

The parish will invoice the Football Club(s) on 1<sup>st</sup> July annually to an address advised by the respective Football Clubs(s)

##### General conditions

The Clubs will be responsible for:

- The football Club(s) will hold insurance policies that cover the players and supporters, linesmen and referees against all indemnities pertaining to the sport of football.
- The football Club(s) will hold insurance policies that cover their equipment wherever held as well as the stand, dugouts and their own containers.
- The football Club(s) will notify The Parish Clerk immediately upon the occurrence of any serious injury (for example, broken limb/head injury) to any person or any loss or damage to property which occurred during the provision of any part or in circumstances where there is any possibility that Parish may be liable, wholly or partly, for such injury, loss or damage.
- For the avoidance of doubt, any event involving serious injury, loss or damage must be notified to The Parish Clerk by the quickest possible means in the circumstances. This must be followed up within 7 days by written notice to The Parish Clerk setting out in full all relevant details and parties.



- The football Club(s) is responsible for the supervision of its players whilst on the site. Any damage caused by an individual or Club will result in the Club(s) having to pay for the cost of any damage. Failure to do so could result in the immediate termination of this agreement.
- The football Club(s) is responsible for ensuring that players, coaches, Club Managers, parents and spectators behave in a courteous and respectful manner at all times both when on site and when arriving and leaving the site.
- The football Club(s) is responsible for the supervision of all persons attending the facility whilst they are using the facility or on any part of site and for preserving good order. At any function to which members of the public are admitted, the football Club(s) shall provide an adequate number of stewards who shall be present during the matches, training, coaching and tournaments.
- The Club(s) will have exclusive use to the grass pitches on the site for competition and training purposes.
- No spectators, including parents are allowed to access the pitches during a match, unless invited to do so by an official e.g. referee. Club Managers, coaches and first aiders are the only people allowed within the (fenced) pitch during a match
- No unauthorised person is allowed to enter the Changing area. If any unauthorised person tries to obtain access to the facility the Football Club(s) will immediately ensure the ejection of such persons from the grounds.
- The Football Club(s) must ensure that parents, supporters and officials using the facility, park vehicles safely and do not inconvenience local residents.
- The Football Club(s) will ensure that parents, supporters and officials do not walk dogs on the Parish Clerk grounds while attending any coaching session, match or tournament organised by the Football Club(s).
- The football Club(s) will ensure that no illegal drugs or substances are to be brought on, or consumed on, any part of the site, buildings or grounds.
- Smoking is not permitted in any part of the Pavilion. It is a condition of hire that the Football Club(s) shall ensure that its members, parents and spectators smoke in the open-air and disposes of their smoking rubbish safely in the bin provided.
- The football club(s) will be responsible for the marking of the pitch. This will be done in such a way as to minimize wear and tear to the pitch area and in accordance with the principles of good pitch management set out in Football Association standards.
- To ensure that no members or guests of the Club(s) shall enter The Pavilion whilst wearing football studs.
- To ensure that adequate public liability insurance is in place at all times during the term of the agreement, such insurance to be compliant with Football Association guidelines, and to provide on demand a copy of such insurance policy to the Parish Clerk as evidence that such insurance is in place and to make all necessary payments in respect of the insurance premiums during the term of this agreement.

#### **Specific conditions**

- The Football Clubs will ensure that any conflict of games impacting on the sport of football is managed amicably between themselves.
- Provides labour power to underpin improvements to the ground as noted later at para 3 depending on the provision of risk assessments, method statements and the competence of labour power (skilled workers who are also Club members or parents of Club members or other volunteers)
- St Cleer Football Club owns, maintains, inspects and insures the dugouts and stand and indemnifies the Parish from any liabilities in this regard
- The Football Clubs owns, maintains, inspects and insures the goals on the pitch, their concrete housing on pitch and their safe storage when not fixed on the pitch and indemnifies the Parish Council from any liabilities in this regard.
- The Football Clubs owns, maintains, inspects and insures their respective storage containers which are sited adjacent to the pitches and indemnifies the Parish Council from any liabilities in this regard.

The Parish will be responsible for:

- Maintaining the Sports Pavilion, including toilets, changing and showering facilities, kitchen and meeting room so it remains fit for purposes of this agreement.
- Feeds and weeds the pitch at least annually and provides the facility of a splitter to improve the ground
- Maintains the surrounding environment, outdoor gym and car park for use by the football clubs and wider community



- Pitch maintenance including regular grass cutting carried out in accordance with good pitch management principles as per the Parish's agreement with an approved Grounds Maintenance contractor. The number of cuts will be carried out in agreement between the Club(s) and the Parish depending upon weather conditions and growth patterns; grass length will be dictated by guidance from the FA / FA standards (which will vary from time to time in relation to pitch improvement).
- St Cleer Parish Council will procure specialist contractors for operations, which are beyond the capability of staff employed for site maintenance.
- St Cleer Parish Council will provide all necessary works required for the football pitch maintenance, so that the site is kept in a clean, safe condition and fit for the purposes of this agreement.
- The Parish will endeavour to promote and communicate to all site users that the area should be a dog free zone (excluding guide and hearing dogs) through providing adequate signage and written communication.
- The Parish shall accept no liability whatsoever for any theft from or damage to vehicles parked in the car parks at the sports grounds nor for any theft from the Playing Facilities.
- The Parish will provide pavilion side waste bins and waste bins in any changing rooms and ancillary facilities used by the Club(s); the Club(s) must promote the appropriate use of the recycling facilities therein.
- The Parish will continue to explore in partnership with the Club(s) opportunities to access funding for further facility improvements which would support football development on the site including grass and changing room provision.

### **Termination**

The Parish may terminate this agreement without notice in the event that:

- the Club(s) fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 28 days after being notified to make such payment; or
- the Club(s) commits a breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified to do so by the Parish.

### **Authority**

The Club(s) warrants that it has the full right and authority to enter into this Agreement and that the execution of this Agreement has been approved by any necessary meetings of the Club(s) and certified copies of the minutes of such meetings shall be supplied to the Parish if so requested.

### **Notice**

Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing, "writing" shall include e-mail.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall include e-mail.

This Agreement may only be varied in writing by a document executed by all the parties hereto.

Nothing in this Agreement shall be construed as creating a partnership, a joint venture, a contract of employment or a relationship of principal and agent between the parties.

If any term, condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent such term, condition or provision shall (save where it goes to the root of the Agreement) not affect the validity, legality or enforceability of the remaining parts of this Agreement.

No term or provision of this Agreement shall be considered as waived by any party to this Agreement unless a waiver is given in writing by that party.

If the Club(s) fails to make any payment due to the Parish under this agreement by the due date for payment, then the Parish may charge the Club(s) interest on the overdue amount at the rate of 4% per annum above HSBC Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the

overdue amount, whether before or after judgment. The Club(s) shall pay the interest immediately on demand by the Parish.

This Agreement is personal to the parties and none of them shall assign, subcontract or otherwise deal with their rights or obligations without the prior written consent of the others

This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

#### SPECIFIC PROVISIONS

Both Clubs are entitled to make minor improvements to the pitches, in line with the FA PIP report and at their own expense or with their own labour power subject to the provisions in 1.4 above

AND permission to use the site as follows

- The right to advertise and generate income from advertisement boards to underpin the finances of the club(s), these to be sited on the stand, or storage containers sited at the Sports Ground.
- The right to install fencing to comply with the FA's requirements (which may host advertising boards) as long as the grass beneath it is properly maintained at no cost to the Parish
- Place club(s) notice boards with match fixtures at the entrance to The Sports Ground, Hockings House.
- Place a notice board within the Pavilion in the corridor adjacent to the men's and women's toilets for club(s) purposes.
- Place a trophy cabinet in the lobby of the Pavilion in such a place as to be agreed and determined with the Clerk on Purchase.
- Access the lower pitches from any and all directions using locks with combinations that are known to the Parish.
- Have access to a lockable cupboard, or place a lockable storage cabinet in the pavilion for use by the football club(s).

**Access to Sports Pavilion at Hockings House.** Both football club(s) will be issued with one key that opens the external door to the Pavilion and keys for all changing rooms and the referees changing room

This agreement will be subject to a minor review every twelve months, with the first review due to take place in July 2020

Signed:

*Roni Jones*

Name:

RONI JONES

Organisation:

ST CLEER PARISH COUNCIL

Date:

16/10/19

Signed:

*Jon Colenzo*

Name:

JON COLENZO

Organisation:

ST CLEER FOOTBALL CLUB

Date:

16/10/19

Signed:

*Amy Lloyd*

Name:

AMY LLOYD

Organisation:

ST CLEER & LISKEARD YOUTH FOOTBALL CLUB

Date:

16/10/19

Agreed at Estates on 17 July 2019  
Parish agenda 31.7.19 and ratified  
Review July 2020



## St Cleer Parish Council - Estates Workplan

Item	RAG Status	Notes
<b>Management of the Council's property and lands:</b>		
The Sports field and all outdoor equipment <ul style="list-style-type: none"> <li>Due Diligence Audit</li> </ul>		
PIP Pitch Maintenance		
Specification and Consultation on the MUGA refurbishment		
Skatepark Renovation <ul style="list-style-type: none"> <li>Grants</li> <li>ITT</li> </ul>		
The Pavilion <ul style="list-style-type: none"> <li>Needs Electric testing</li> <li><i>Pavilion Flooring and Kitchen</i></li> <li>Recycling – Quote at £14 per collection (£400per annum)</li> </ul>		
CCTV upgrade across estate		
The Millennium Garden <ul style="list-style-type: none"> <li>Stones</li> <li>Brambles</li> <li>Paint fence and gate</li> <li>Remove benches to the Pavilion</li> </ul>		
The Allotments <ul style="list-style-type: none"> <li>Allotments fence repair</li> <li>Access</li> </ul>		
Land at Trethevy Quoit <ul style="list-style-type: none"> <li>Boulders to prevent ingress need to be augmented</li> <li>Notice boards waterlogged</li> </ul>		
The Horizon Playground – inspected annually and cleaned monthly		
Bus Shelters		
Grit bins		
Community Benches		Contractor
Community Noticeboards <ul style="list-style-type: none"> <li>Need renewals and additional noticeboards</li> </ul>		
Footpaths as agreed with Cornwall Council <ul style="list-style-type: none"> <li>Annual summary requested</li> </ul>		Contractor
<b>Other responsibilities</b>		



## St Cleer Parish Council - Estates Workplan

<p>Monitor and commissioner of all reactionary maintenance including quarterly receipt of the following inspection programmes:</p> <ul style="list-style-type: none"> <li>• Legionella – Agree fee</li> <li>• Horizon Play park safety</li> </ul>		<p>Jan March May July Oct</p>
<p>To ensure that an adequate risk assessment is updated annually which accurately reflects both the health and safety needs of the Parish as well as the wider risks of operation of a small council.</p>	Committee	
<p>To conduct an annual appraisal of all health and safety and legislative requirements as they relate to the Estate (best practice guidelines and with due regard to standing orders and financial regulations) and ensure that the Council meets all of its responsibility in this regard</p>	Committee	
<p>Updated asset register reviewed annually in January (ensure that it reflects the full estate of the Council)</p>	Committee	January Agenda