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**Shavington-cum-Gresty Council  
Parish Council meeting**

Main Road,  
Shavington, Crewe  
CW2 5DP

[www.shavingtononline.co.uk](http://www.shavingtononline.co.uk)

24th June 2021

To: **Members of the Environment and Recreation Committee**

Dear Councillor,

You are summoned to attend the meeting of the **Environment and Recreation Committee** to be held at **7:30PM** on **Wednesday 30<sup>th</sup> June** at **Shavington-cum-Gresty Village Hall, 159 Main Rd, Shavington, CW2 5DP.**

*Please note this is a face to face meeting and numbers in the room are very limited due to ongoing Covid-19 restrictions. Any members of the public that wish to attend, please register with the clerk by emailing [clerk@shavingtononline.co.uk](mailto:clerk@shavingtononline.co.uk) by 3pm on Wednesday, 30<sup>th</sup> June 2021.*

Your sincerely,

Simona Garner  
Parish Clerk

## AGENDA

1	To receive and consider apologies for absence
2	To elect the Chair and Deputy Chair
3	To note declarations of Members' interests
4	To consider the appointment of non-Parish Councillors Members to the Committee as representative of the community
5	Public Participation

	<i>A period not exceeding 20 minutes for members of the public to ask questions or submit comments</i>
<b>6</b>	To receive an update with regards to the Gresty Lane Allotments <b>(attached)</b>
<b>7</b>	To receive and consider an update with regards to the Vine Tree play area and ASB issue <b>(attached)</b>  To receive and consider an update with regards to the purchase of two covered bins to be installed in the play area, and the procurement of a picnic table offered by former Councillor Andrew
<b>8</b>	To receive and consider an update with regards to the verge maintenance issues arising such Vine Tree Avenue and Jack Mills Way
<b>9</b>	To consider proposals to submit an application to the HS2 Community Fund scheme
<b>10</b>	To receive an update with regards to the Ground Maintenance Service schedule of works upto wc 23 <sup>rd</sup> August <b>(attached)</b>
<b>11</b>	To consider a proposal for a Call for Proposal for ground maintenance and lengthsman services <b>(attached)</b>
<b>12</b>	To consider an update with regards to the procurement process for the acquisition of recreational land <b>(attached)</b>
<b>13</b>	To note the date of the next Environment and Recreation Meeting – <b>October, 20<sup>th</sup> 2021</b>



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## **Report Statement**

Meeting: Environment and Recreation Committee 30.06.2021

Report Purpose: To provide an update with regard to the Gresty Lane Allotment

Version Control: v1

Author: Clerk

### **1. Report Summary**

The report provides Members an update with regards to the Gresty Lane allotments managed by the Parish Council.

### **2. Background**

The Parish Council manages 18 allotment plots in Gresty Lane. The way the Council is managing the allotments follows the break-even model: where the management costs balance the rent income. The rent fee is review yearly by the Environment and Recreation Committee, and the latest figures approved are: £50 per plot (or £25 concessionary Charge)

### **3. Position**

Currently 17 out of the 18 plots are rented. Plot n.16 is vacant.

The Clerk has been advised by Ms Barlow (allotment representative) that the plot is currently in a terrible state and covered with weeds, due to the fact that it has been left empty for most of the past year. Ms Barlow also indicate that the plot is quite big, and to make it more manageable would need to be split in two.

It is the Clerk's advice, that the plot (or plots if Members agree to split this in two parts) could be offered for free to the hirer for 1 year in the agreement that it would be the hirer responsibility to cure the plot and bring it back to its original state. From year 2 the hirer will be charged as per normal fee. This would support the break-even methods of management and would save costs to the council.

Due to an internal delay, allotment hirers haven't been charged for 2020-21 and 2021-22. A letter with the fee for 2020-21 was sent on Tuesday 22<sup>nd</sup> June. Deadline for payments is July, 30<sup>th</sup>. The letter for the rent 2021-22 will be sent later in the year (around September).

Finally, the Clerk drafted an updated version of the Council's Allotment Policy and Allotment Tenancy Agreement for the Full Parish to be considered (July meeting). Environment and Recreation Members are asked to read the documents attached in Annex 1 and 2 and to pass their feedback and comments to the Clerk.

### **4. Equality Impact**



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Allotment accessibility needs to be accessed

**5. Sustainability Impact**

Environmental: positive

Economic: break-even management model support the economic sustainability of the project

**6. Community Impact**

Positive: allotments are hired by locals, positive sense of pride

**7. Governance**

Shavington-cum-Gresty Parish council budget 2021-22

**8. Financial Impact**

Neutral, with the break-even management model

**9. Resource Impact**

Clerk time

**10. Conclusions**

Members are asked to note the update and:

- a. To recommend the Parish Council the adoption of the attached Allotment Policy and Allotment Tenancy agreement as per Annex 1 and 2, and to split plot 16 and hire FOI for 1 year in two as per Clerk recommendation
- b. To request some amendment to the attached Allotment Policy and Allotment Tenancy Agreement and recommend the Parish Council the adoption, and to split plot 16 in two and hired FOI for 1 year as per Clerk recommendation
- c. Not to recommend the Parish Council the adoption of the Allotment Policy and Allotment Tenancy Agreement, and not to split plot 16 in two.

**11. Consideration Sought**

That the Allotment Policy and Allotment Tenancy Agreement are recommended to Parish Council for adoption.

That plot 16 is split into two plots and hired FOI for 1 year.



## ANNEX 1

# Shavington-cum-Gresty Parish Council Allotment Policy

## 1. Definitions and Interpretations

“The Council” means Shavington-cum-Gresty Parish Council, and includes any committee of the Council, or any allotment officer appointed by the Council under the Allotments Acts 1908 and 1950.

“Allotments” means an area of land set aside by the Council, and protected by statute, for the purposes of leisure and of growing vegetables, flowers and fruit.

“Allotment Tenant” means any person, 18 years or older and residing within the Council area of Shavington-cum-Gresty, who has entered into an Allotment Tenancy agreement for an allotment plot situated within one of the Council’s allotment sites.

“Allotment Tenancy” means the tenancy agreement incorporating these Allotment Rules and any subsequent amendments.

“Allotment Plot” means a defined area of land, within each allotment site, that is available to rent for an annual sum.

“Allotment Rent” means the annual charge for renting an allotment plot for 12 months, from the 1st April to 31st March. This charge is reviewed annually by the Council.

“Minimum Charge” means the minimum invoice amount that will be issued by the Council.

“Cultivation” means actively growing plants during the main growing season on an area of no less than 75% of the total plot area.

“Non-Cultivation Notice” means a formal notice, sent in accordance with section 7 of these Rules, calling on the tenant to commence cultivation or face further action leading to the termination of the allotment tenancy agreement.

1.1 The Council reserves its right to change the Allotment Rules and procedures from time-to-time, but will make such changes known to tenants in advance in an appropriate manner (e.g. through the Council’s website, on-site noticeboard and by letter). The Council will supply a copy of any updated rules, free of charge to any person who requests a copy. Tenants will be expected to comply with any rule changes, following the consultation and notification process.



## **2. Eligibility Criteria and Allocation of Plots**

2.1 To be eligible for an allotment a person must be 18 years or older and reside within the boundary of Shavington-cum-Gresty Parish Council (section 23(1) of the Allotments Act 1908).

2.2 The Council will supply information regarding available plots, on a site by site basis, and provide site maps to allow applicants to visit and inspect potential plots before making a decision to confirm their interest in a particular plot. The Council may also have informal arrangements with a number of existing allotment tenants and site representatives who have agreed to show potentially interested tenants around their site.

2.3 When someone confirms their wish to commence a new tenancy, having identified a vacant plot and clarified that they are eligible, then they will be asked to sign a Tenancy Agreement before being allowed to start work on the plot.

2.4 All allotment plots are let on an “as seen” basis. The Council does not routinely carry out improvement or clearance works for new tenants.

2.5 The Council operates a Waiting List. When a plot becomes vacant the plot is offered to the person on the top of the waiting list. People are given two weeks to respond to this offer and if no response is received within this time, their name is removed from the waiting list. If they do not wish to, or cannot, take that plot at that point in time, the Council will allow them to defer whilst staying at the top of the list until another plot becomes available. In this instance, the plot will be offered to the next person on the waiting list. Where, for example two plots become available at the same time, the Council will write to the first two people on the list regarding the two vacant plots and these will be allocated on a “first come first served basis”.

2.6 The Tenant shall not sublet or assign or part with possession of any part of their allotment plot.

## **3. Allotment Tenant Responsibilities**

3.1 The tenant shall keep their allotment plot in a good state of cultivation, and not allow weeds and grass to seed or to cause a nuisance to neighbouring plots.

3.2 Tenants must only use their allotment plot for their own personal use, and must not use their plot to carry out any business or grow produce for sale.

3.3 The tenant shall not deposit, or permit to be deposited, any refuse, rubbish or extraneous matter on their plot, or any other part of the allotment site. All arising's from the permitted allotment activities shall either be composted on the plot or burnt as outlined<sup>1</sup>.

3.4 Bonfires are not permitted.



3.5 The tenant shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots, paths and roadways.

3.6 The tenant shall not, without the written consent of the Council, cut or prune any trees growing in a communal allotment area, or in a boundary hedge.

3.7 The tenant shall not take, sell or carry away any minerals, gravel or clay from the allotment site.

3.8 The tenant shall maintain any shrubs, conifers or trees to a maximum of three metres in height and within the boundaries of the allotment plot. Fruit trees such as apples, pears and plums, the tenant must use dwarfing rootstock.

3.9 The tenant shall not, without the written consent of the Council, plant a hedge or install any type of fence around or on their plot.

3.10 Where a plot adjoins a boundary hedge or ditch, the tenant shall be responsible for keeping the side of the hedge properly trimmed, and the ditches kept cleared.

3.11 The tenant is permitted to bring a dog onto the allotment site, however, for health and safety reasons any such dog must be kept on a lead at all times. All faeces must be removed immediately and disposed of appropriately. Dogs must not be allowed to foul neighbouring plots.

3.12 The tenant shall not keep, or allow other persons to keep animals or livestock (except hens, but not cockerels, or rabbits) on the allotment site. Although it is lawful to keep hens or rabbits on an allotment, the Council requests that it is advised in writing when this is intended and the tenant will need to always demonstrate that this can be done in a way that is not detrimental to the health of the hens or rabbits, and will not cause a nuisance to other allotment tenants (section 12 of the Allotments Act 1950). Any structure required to keep hens or rabbits on a plot is subject to the provisions of section 5 of these Rules.

3.13 The Council encourages tenants to keep bees, in order to promote biodiversity. However, the tenant will need to notify the Council prior to commencing to keep bees or beehives on any Allotment Site. The tenant will need to demonstrate that they are properly experienced, and that bee keeping will not cause a nuisance to other allotment tenants.

3.14 Tenants are permitted to connect hose pipes to the main water system only to assist in filling of their own personal water storage units. Water sprinklers are not permitted nor are tenants permitted to connect hosepipes to the main water system to water their plots directly.



## **Disputes and Tenant behaviour**

3.15.1 Any disputes between tenants should be referred to the Council and the decision of the Parish Clerk will be binding on all tenants involved in the dispute.

3.15.2 Tenants shall not at any time use offensive language or offensive/aggressive behaviour towards other tenants, Council Officers or members of the public.

3.15.3 The Council operates a corporate complaints procedure, and details can be obtained from the Council.

3.16 Each tenant is responsible for providing and maintaining a marker that clearly identifies their plot number.

3.17 Tenants who use pesticides are legally responsible for using these chemicals correctly and effectively. Tenants are advised to refer to the Health and Safety Executive guidance available at <http://www.hse.gov.uk/pesticides/user-areas/garden-home.htm>

3.18 When using any pesticides or fertilisers on their plot, the tenant must:

- a. only use domestic grade pesticides;
- b. take all reasonable care to ensure that other plots, rivers and waterways, grass roads and paths, hedges and trees are not adversely affected, and must make good or replant as necessary should any damage occur;
- c. select and use pesticides, whether for spraying, seed dressing or for any other purpose whatsoever, so that there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests;
- d. comply at all times with current pesticide regulations. Tenants are advised to refer to the Health and Safety Executive database, available at <https://secure.pesticides.gov.uk/garden/prodsearch.asp>, to ensure that specific products may be lawfully used.

3.19 Tenants are prohibited from storing pesticides or other potentially toxic chemicals on allotment plots or in allotment sheds.

3.20 The tenant shall not, without the written consent of the Council, install ponds on their plot(s). Requests to install ponds on allotment plot(s), for example for encouraging the habitation of frogs, will be dealt with on a case by case basis. Factors that will be considered by the Council when dealing with such requests are as follows:

- Size of allotment plot;



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- 
- 
- Proposed size of pond;
- Proposed location of pond on allotment plot; and
- Proximity to communal paths and roadways.

3.21 The Tenant is required when entering or leaving the allotment site to lock the gates behind them at all times.

3.22 The Council accepts no liability for any loss, damage or injury to tenants, guests or any other person, or their belongings occurring on allotment sites.

3.23 It is recommended that tenants ensure that they have adequate public liability insurance cover.

3.24 Tenants are not permitted to take, remove or borrow crops, equipment or supplies that belong to other persons without prior consent of the owner thereof.

3.25 Tenants are not permitted to keep any vehicle(s) at the Allotment Site, or obstruct roadways.

#### **4. Council Responsibilities**

4.1 The Council will provide public access to staff during normal working hours. The public and allotment tenants can also contact the Council via e-mail and via the Council's website, [www.shavingtononline.co.uk](http://www.shavingtononline.co.uk)

4.2 Tenants are advised to consider the National Allotments Association guidance available at <https://www.nsalg.org.uk/join-us/allotmenteeers-liability-insurance/> . Tenants may also discuss public liability cover with their relevant allotment site representative.

4.3 The Council will encourage and work with allotment associations, and will endeavour to attend meetings when requested.

4.4 The Council will promote best practice on all its allotment sites, and encourage sustainable environmental management. It will seek to make sites accessible and useable for all allotment tenants.

4.5 The Council will assist security by providing boundary fences and/or hedges, with lockable access gates at every site. Every tenant will be provided with an access gate key for their personal use only. In the interests of maintaining security tenants are asked not to make copies for others to use. All keys provided by the Council remain the property of the Council, and together with any additional copies must be returned to the Council when a tenancy comes to an end.

4.6 The Council will arrange for ground maintenance operations to be carried out on every site through its Grounds Maintenance contract. This will include grass cutting on all the roads, (but not the small paths between plots), and boundary hedge cutting



## **5. Buildings and Structures**

5.1 The Council, as landlord, will give permission for tenants to erect one shed and one greenhouse on every plot with neither to be larger than 1.9 metres by 2.6 metres (approximately 6 feet by 8 feet), and the apex of the roof to be no higher than 2.5 metres. Written permission from the Council is required to erect any further provision or structure larger than this size, such as polytunnels. Such larger structures may also require planning permission.

5.2 The Council's consent is subject to tenants obtaining any appropriate planning permission and compliance with any applicable building control regulations. The tenant is liable for any costs in relation to compliance with planning and building control regulations. Any liability associated with failure to comply with current planning and building control regulations is the responsibility of the tenant.

5.3 All buildings and structures on allotments must only be used in connection with the use and management of allotment plots.

5.4 All such buildings should be maintained in a good state of repair and condition. If the Council is not satisfied with the state of repair it may require the tenant to remove the shed, green house or structure forthwith.

5.5 Buildings and structures must not be installed on a permanent base, and must be at least 8 metres away from any riverbank and at least 2 metres from the site boundary.

5.6 When a tenant ceases their tenancy on a plot, they are expected to remove their buildings and structures from the allotment site before their plot is reallocated, unless otherwise agreed with the Council. Such buildings, structures or belongings shall be removed by the end of one month from the end of the tenancy, unless otherwise agreed with the Council. Following the end of this period, any remaining structures on the plot will revert to the ownership of the Council and will subsequently be offered for use by the new tenant.

5.7 Tenants must not remove, demolish or alter in any way sheds or structures provided by the Council and the Council is not liable for loss or damage to any contents stored in sheds and structures owned by the Council.

5.8 Tenants are advised not to store valuable equipment and materials in their sheds or structures, and should not store petrol, oil, lubricants or other inflammable materials.

5.9 Tenants are permitted to install compost bins and structures intended for such purpose. Tenants are also permitted to erect fruit cages and support structures for soft fruit and fruit trees. Barbed wire is not permitted on any part of the allotment site.



## **6. Site Management**

6.1 The Council will arrange for regular site inspections, to ensure that each site is being properly maintained and used. The Council reserves the right to access any plot or structure in order to carry out these inspections.

6.2 The site inspections will include checking on the performance of the Council's Grounds Maintenance contractor, the cultivation of plots, the condition of site boundaries and identifying any other problems that the Council needs to resolve. It is also an opportunity for Council officers to meet allotment tenants, and to receive feedback.

6.3 Given the high demand for allotment plots the Council wishes to avoid plots being left uncultivated for lengthy periods, especially during the main growing season. However, the Council recognises that cultivation practices can vary during the seasons, and has prepared the following definition to help tenants understand what the Council is expecting:

- A minimum area equal to 75% of the total plot should be under cultivation and in active use during the main growing season (March to September).
- Tenants will ensure that areas of uncultivated ground do not become overgrown to an extent that it will become inconvenient to other or future tenants.
- Tenants are permitted to cover an area of their plot with a cover to inhibit the growth of weeds. Rubber backed carpet is, however, not permitted for this purpose.
- The Council will accept that space can be taken up by raised borders and internal paths, provided the minimum area is under cultivation.
- Fruit trees are allowed (see section 3.8), but it is not acceptable to turn a plot into a fruit orchard, with fruit trees planted on grass exceeding an area equal to 20% of the total plot area. The minimum cultivation rule is still expected.
- The Council will allow new tenants 3 months to cultivate 25% of the plot and 6 months to reach the 75% cultivation requirement. If additional time is required tenants must contact the Council to request a further grace period.

6.4 Any site problems should be reported to the Council as soon as possible.



## **7. Termination of Allotment Tenancy Agreements**

7.1 Tenants will have many reasons to cancel their tenancy agreement, but the Council requires confirmation of the cancellation in writing, giving a minimum of one month's notice. The Council will not refund any rent paid in that year, when the cancellation is at the request of the tenant.

7.2 The Council has the right to terminate the tenancy agreement if the Tenant is found to be in breach of any of these Allotment Rules.

7.3 The Council further reserves the right to terminate an allotment tenancy via one month's written Notice-To-Quit pursuant to section 30(2) of the Allotment Act 1908 if:

- 7.3.1 Allotment rent is in arrears for 40 days or more (whether formally demanded or not); or
- 7.3.2 It appears to the Council that the Tenant of an allotment, not less than three months after the commencement of the tenancy thereof, is resident more than one mile outside the Village for which the allotments are provided.

7.4 Where the Council issues a Notice-to-Quit to a named tenant and there is a designated second tenant, the second tenant will only be eligible to take on the plot in exceptional circumstances.

7.5 The Council will initially write to any tenant, where it is considering cancelling a tenancy agreement, explaining the reasons for its concern and asking the tenant for an explanation. Sometimes a plot is not being cultivated due to illness, and the Council will take this into account, and not be unreasonable. A written Notice-To-Quit will only be issued after all reasonable efforts to resolve the issue have been unsuccessful.

- 7.5.1 Where the Council considers a plot not to be actively under Cultivation, the Council will send the Tenant a Non-Cultivation Notice requiring the Tenant to commence cultivation of the plot, or if outside the growth period prepare the ground for cultivation, within 28 days;
- 7.5.2 If the Council considers that the plot is still not actively under Cultivation, or if outside the growth period the ground has not been prepared for cultivation, the Council may issue a Notice-To-Quit. This notice will formally terminate the tenancy agreement if no further action is taken within 28 days of the date of the notice.

7.6 The Council may be required to cancel or temporarily suspend some tenancy agreements, where the land is required or appropriated under statutory provision, or for purposes for providing new services such as roads or sewers, building, mining or any other industrial purpose. In such



unusual circumstances the Council shall give tenants 3 months' notice in writing pursuant to section 1 of the Allotments Act 1922. In all other circumstances the Council shall give tenants 12 months written Notice-To-Quit expiring before 6 April or after 29 September in any year.

7.7 The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate two months after the death of the tenant.

## **8. Charges**

8.1 In April (or soon after) each year tenants will be sent an invoice in advance for allotment rent covering the forthcoming year (1 April to 31 March). New tenants starting during this year will initially be sent a reduced invoice, covering the period from their start date until 31 March. After that they will receive the annual invoice in March.

8.2 The Council reviews its allotment charges on an annual basis, as part of its budget setting process, and tenants are then written to in March, giving them at least 6 months' notice of the introduction of any new allotment charges.

8.3 A reduced Allotment Rent is offered to tenants who are in receipt of an income based benefit.

## **9. Change of Address and Notices**

9.1 Tenants should immediately inform the Council, in writing, of any changes in their contact details.

9.2 Notices to be served by the Council on the tenant may be:

- a. Sent to the Tenant's last known address in the Tenancy agreement (or notified to the Council under these Rules) by first or second class post, registered letter, recorded delivery or hand delivered; or
- b. Sent via email; or
- c. Served on the Tenant personally; or
- d. Left in a prominent place on the Allotment plot.

9.3 Notices served under sub-paragraph a) above will be treated as properly served even if not received as a notice sent by post is presumed (subject to the contrary being proved) to have been received when the letter would ordinarily be delivered in ordinary course of post (section 7 of the Interpretation Act 1978).



## **10. Personal data**

10.1 The Council will treat the personal data of Tenants in accordance with the General Data Protection Regulation and Data Protection Act 2018. Further information is available in the Council's privacy notice.

If you have any queries about these Rules please contact the Parish Clerk at [clerk@shavingtononline.co.uk](mailto:clerk@shavingtononline.co.uk) or 01270 262 636

## **Appendices**

*[clearly insert appendices / additional information and include reference points in the main body of the report]*

ANNEX 2



## Shavington-cum-Gresty Parish Council Allotment Agreement

Allotment  
at \_\_\_\_\_

Plot Number  
\_\_\_\_\_

### TENANT

Full Name  
\_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

Post code  
\_\_\_\_\_

Phone  
\_\_\_\_\_

Email \_\_\_\_\_



AN AGREEMENT made

this \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN

Shavington-cum-Gresty Parish Council (hereinafter called "the Council") of the one part, by their Clerk Simona Garnero

AND

..... Of  
.....

(hereinafter called "the Tenant")

of the other part WHEREBY The Council agrees to let and the Tenant agrees to take on a tenancy for one year of Allotment No \_\_\_\_\_ in the Councils Allotment Register commencing on \_\_\_\_\_ day of \_\_\_\_\_ and thereafter from year to year unless otherwise determined in accordance with the terms and conditions of this tenancy.

At the current rent of £.....

**The tenancy is subject to the Allotment Policy laid out by the Shavington-cum-Gresty Parish Council (attached to this document) and to the Allotments Acts 1908 to 1950, so far as the same are applicable to the Allotment site**

Signed \_\_\_\_\_ Date

\_\_\_\_\_  
(Clerk to Shavington-cum-Gresty Parish Council)

Print name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

(Tenant)

Print name \_\_\_\_\_



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## Report Statement

Meeting: Environment and Recreation Committee 30.06.2021

Report Purpose: To provide a report about Vine Tree play area and related ASB issues

Version Control: v1

Author: Clerk

### 1. Report Summary

The report provides Members an update about Vine Tree play area and related ASB complains raised by residents over the past few weeks.

### 2. Background

The play area was donated to the Parish Council in 1950 by the former Nantwich Rural District Council and was refurbished in the last few years. There are box swings and a hobby horse in the infants play area, and a climbing frame and see-saw in the junior area.

The play area is now always open in a Covid-secure way.

### 3. Position

Over the past few weeks numerous complaints have been raised by residents and referred to the PCSOs. The PCSOs are working closely with the locals and the Parish Council and are trying to deal with the matter, as far as they can.

Cllr Ferguson does regular checks of the area, and he identified elements of great concern, such:

1. Litters (broken alcohol bottle glass)
2. ASB (later in the night)

There are two possible options for Members to consider:

1. To discourage bad habits, Members might wish to close the play area at night. However, from a practical point of view, there would be the need to identify a volunteer responsible to lock the gate at evening and unlock in the morning.  
**Pros:** accessing the area while the gates are closed is an offence, and PCSO will be able to intervene  
**Cons:** relying on volunteers to open/close the gate can generate inconsistency and potentially negative return on image
2. Not close the park at night but encourage residents to report any ASB to the police



**Pros:** the park will still be open at any time of the day and evening

**Cons:** risks of council's liability for accidents and raise of maintenance/repair costs

#### **4. Equality Impact**

The park is fully accessible

#### **5. Sustainability Impact**

Environment: potentially negative due to raise in littering and ASB

#### **6. Community Impact**

Positive: this is an asset for the community. But ASB and safety risks can potentially generate negative return on image and financial risks for the council

#### **7. Governance**

Shavington-cum-Gresty Parish Council budget 2021-22

#### **8. Financial Impact**

None

#### **9. Resource Impact**

Cllr Ferguson and Clerk time

#### **10. Conclusions**

Members are asked to note the update and to discuss possible options described in point 3. Position and make a recommendation to the Parish Council



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## **Report Statement**

Meeting: Environment and Recreation Committee 30.06.2021

Report Purpose: To provide a report with regard to the Ground Maintenance schedule of work

Version Control: v1

Author: Clerk

### **1. Report Summary**

The report provides Members an update about the schedule of work provided by Northwich Town Council June-August.

### **2. Background**

Northwich Town Council was appointed by the Council to provide the Ground Maintenance Service in 2019.

On June, 9<sup>th</sup> the Parish Council resolved to terminate the contract with the supplier.

### **3. Position**

Northwich Town Council provided a schedule of work that will be delivered between June 14<sup>th</sup> to August (wc 23<sup>rd</sup>), together with a budget. The schedule is attached in Annex 1.

Members are asked to note the schedule of work and suggest if any amendment is needed.

### **4. Sustainability Impact**

Environment: positive. The maintenance service aims to support a friendly and lovely environment in the Village

### **5. Community Impact**

Positive: this is an asset for the community.

### **6. Governance**

Shavington-cum-Gresty Parish Council budget 2021-22

### **7. Financial Impact**

Up to 5,039.75 within budget

### **8. Resource Impact**

Clerk time

**9. Conclusions**

Members are asked to note the schedule and suggest any amendment to the schedule provided if needed





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ANNEX 1

<b>Scheduled works up to 30.8.21</b>														
		W/C	W/C	W/C	W/C	W/C	W/C	W/C	W/C	W/C	W/C	W/C		
	<b>Cost</b>	<b>14.6.</b>	<b>21.6.</b>	<b>28.6.</b>	<b>5.7.</b>	<b>12.7.</b>	<b>19.7.</b>	<b>26.7.</b>	<b>2.8.</b>	<b>9.8.</b>	<b>16.8.</b>	<b>23.8.</b>	<b>Total</b>	<b>Total</b>
		<b>21</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>21</b>	<b>amount</b>	<b>cost</b>
<b>Village Hall</b>														
Grass cut and strim lawns	£73.50		1		1		1		1		1		5	£367.50
Trim boxed hedge at front and sides	£49.00												0	£0.00
Tidy up War Memorial	£98.00												0	£0.00
Maintenance of roses and carnations	£12.25		1				1				1		3	£36.75
Hanging baskets	£100.00	1											1	£100.00
Spray car park	£24.50												0	£0.00
													0	£0.00
<b>Sugar Loaf corner</b>													0	£0.00
Leaf collecting	£98.00												0	£0.00
Cutting of shrub adjacent to brick planter	£49.00												0	£0.00
													0	£0.00
<b>Primary School Car Park</b>													0	£0.00
Grass cut around wooden planter	£12.50		1		1		1		1		1		5	£62.50
													0	£0.00



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<b>Corner of Barons Road/Crewe Road</b>													0	£0.00
Grass cut arouns flower bed	£24.50		1		1		1		1		1		5	£122.50
Maintenance of roses	£24.50		1		1		1		1		1		5	£122.50
Removing and treating weeds around phone box	£49.00												0	£0.00
													0	£0.00
<b>Vine Tree footpath</b>													0	£0.00
Litter picking and spraying	£49.00		1		1		1		1		1		5	£245.00
Hedge cutting	£100.00		1										1	£100.00
													0	£0.00
<b>Vine Tree Play Area</b>													0	£0.00
Grass cutting	£49.00		1		1		1		1		1		5	£245.00
Hedge cutting	£100.00		1										1	£100.00
													0	£0.00
<b>Planting</b>													0	£0.00
Summer bedding	£1,400.00	1											1	£1,400.00
Maintenance of planters and beds	£98.00		1	1	1	1	1	1	1	1	1	1	10	£980.00





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## **Report Statement**

Meeting: Environment and Recreation Committee 30.06.2021

Report Purpose: To provide a draft for Call for Proposal for  
Ground Maintenance service for Members' consideration

Version Control: v1

Author: Clerk

### **1. Report Summary**

The report provides Members a draft Call for Proposal for the Ground Maintenance service for Members to consider

### **2. Background**

Northwich Town Council was appointed by the Council to provide the Ground Maintenance Service in 2020.

On June, 9th the Parish Council resolved to terminate the contract with the supplier. On the meeting the Parish Council delegate the authority to progress with the selection of the supplier for the Ground Maintenance service to the Environment and Recreation Committee. Also, a budget virement was approved from Cost centre Environment and Recreation code 86 £4,000 to Cost centre Environment and Recreation code 31

### **3. Position**

The Clerk had been working with the Chair of the Environment and Recreation Committee to draft the service specifications to include in the call for proposals. The draft is attached in Annex 1.

Members are asked to consider the draft. If approved, the Clerk would then publish the Call for Proposal and invite suppliers to submit.

The suggested timeline for the selection process could be:

- Deadline to submit proposals: Sunday 15<sup>nd</sup> August 2021, midnight
- Proposals opened: Monday 16<sup>rd</sup> August 2021
- Interviews to be held online on 17<sup>th</sup>-18<sup>th</sup> August 2021
- Decision to be made: Wednesday, 1<sup>st</sup> September 2021
- Contract to start: 15<sup>th</sup> September 2021 (or sooner depending on availabilities)

### **4. Community impact**

The service will provide value to the community enhancing the public spaces in the villages



**5. Sustainability Impact**

Environment: positive

**6. Governance**

Shavington-cum-Gresty Parish Council budget 2021-22

**7. Financial Impact**

Within budget

**8. Resource Impact**

Clerk time

**9. Conclusions**

Members are asked to note the report and consider the following:

- a. Approve the Call for Proposal in annex 1, and the timeline set in this report and instruct the Clerk to proceed
- b. Note the Call for Proposal in annex 1 and timeline set in this report, request amendment to be made and instruct the Clerk to proceed
- c. Note the Call for Proposal in annex 1 and timeline, not approve them and not instruct the Clerk to progress

**10 Consideration sought**

That the Call for Proposal and timeline are approved, and the Clerk is instructed to progress.



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ANNEX 1

**Shavington-cum-Gresty Council  
Parish Council meeting**

Main Road,  
Shavington, Crewe  
CW2 5DP

[www.shavingtononline.co.uk](http://www.shavingtononline.co.uk)

xxJuly 2021

**Shavington-cum-Gresty  
Request of Quotations for  
Ground Maintenance and Lenghtsman service**

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**Background and context**

Shavington-cum-Gresty Parish Council is seeking proposals to appoint a contractor to carry out a range of duties such as tackle small scale maintenance work in the Parish Council, and maintain and renew that colour through the expertise that they shall provide in treating our gardens.

**Service specifications and expectations are attached to this document.**

**TIMELINE**

Quotations should be returned to [clerk@shavingtononline.co.uk](mailto:clerk@shavingtononline.co.uk) by Sunday 15<sup>th</sup> August, midnight

Proposals opened: Monday 16<sup>th</sup> August 2021

Interviews (online): 17<sup>th</sup>-18<sup>th</sup> August 2021

Decision to be made: Wednesday, 1st September 2021

Contract to start: 15th September 2021 (or sooner depending on availabilities)

**INTRESTING BUSINESS SHOULD SUBMIT A PROPOSAL CONTAINING**

- Key personnel and skills involved
- Example of previous experiences and references if possible
- List of tools and equipment supplied by the contractor for the delivery of the service
- Suggested monthly schedule of work – hours
- Budget



- A copy of your current public liability insurance, RAMS, company Health & Safety policies

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## SUBMITTING YOUR QUOTE

Quotation should be submitted to:

Clerk Shavington-cum-Gresty Parish Council  
Shavington-cum-Gresty Village Hall,  
Main Rd, Shavington, Crewe,  
CW2 5DP

Or email:  
[clerk@shavingtononline.co.uk](mailto:clerk@shavingtononline.co.uk)

Acceptable proposal formats:  
MS Word  
PDF  
Printed/physical

Please direct any questions to Simona Garnero by email on  
[clerk@shavingtononline.co.uk](mailto:clerk@shavingtononline.co.uk)

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## **Grounds Maintenance Specification – Shavington-cum-Gresty Parish Council**

### **1. Executive Summary**

The purpose of this Specification is to set out the scope and requirements of Shavington-cum-Gresty Parish Council (the Parish Council) in respect of its Grounds Maintenance contract.

### **2. Introduction**

The Parish Council has a number of locations through the village at which a variety of gardens and planters are situated, and takes pride in the seasonal colour that provides a backdrop to our village. Our Grounds Maintenance contractor (the Contractor) is required to generate, maintain and renew that colour through the expertise that they shall provide in treating our gardens. The Parish Council requires attention to detail, care to be executed, and results to be pleasing to the eye and in line with the



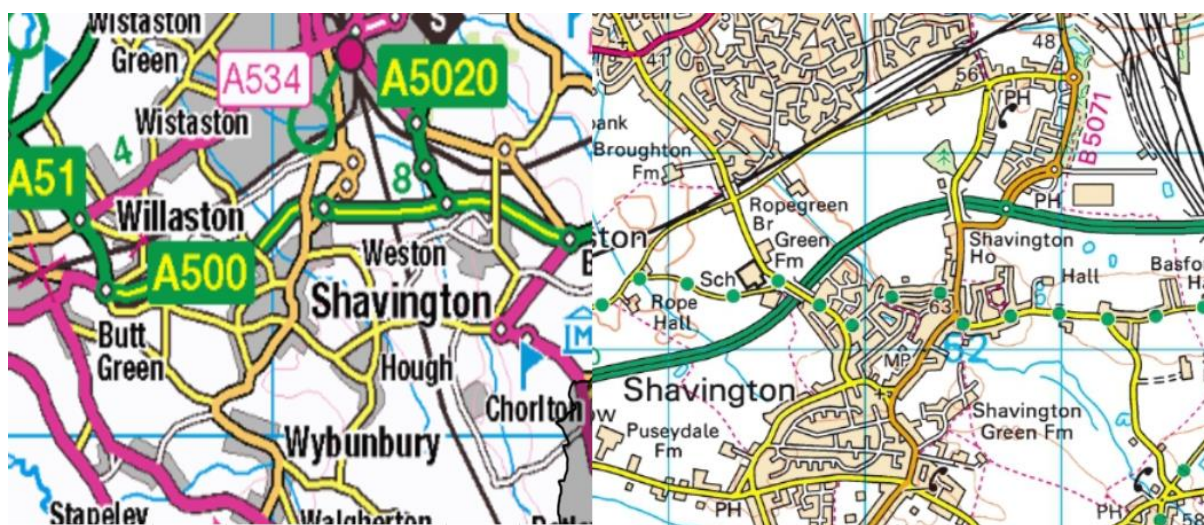
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expectation that the gardens will look healthy, cared-for, weed-free, and attractive. The benchmark for this shall be the state of the gardens over years gone by, and the comparative planters in neighbouring Parishes.

In addition to the gardening work, the Contractor should provide a lengthsman service throughout the Parish, maintaining Vine Tree play area, reducing weed growth throughout the Parish, maintaining the Parish's benches, and repainting signs throughout the Parish.

### 3. Background

Shavington-cum-Gresty Parish is located two miles south of Crewe, four miles east of Nantwich and is a Parish within the Cheshire East municipal area.



Garden locations are spread throughout the Parish, and are a mixture of concrete tubs, wooden planters, gardens, and lawn areas. Examples are:



*'Jubilee' rose gardens, Main Road (Location D)*



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*Wooden sleeper planter, corner of Greenfields Ave and Main Road  
(Location H)*



*Wooden sleeper planter, Primary School car park (Location C)*



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#### 4. Garden Locations

##### Location A

##### a. Shavington Village Hall

- a. Lawns at the front and sides
- b. Boxed hedging and flower beds at the front and sides
- c. War Memorial
- d. Car Park to the rear



##### Location B

##### b. Sugar Loaf Corner, Crewe Road bus-stop (both sides of road)

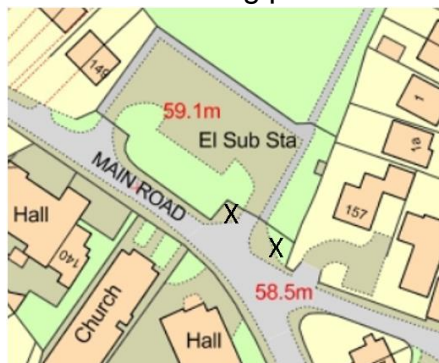
- a. 3 tubs (1m<sup>2</sup> each)
- b. 1 brick planter (2m<sup>2</sup>)



##### Location C

##### c. Primary School Car Park (opposite Village Hall)

- a. 1 circular concrete tub (1m diameter)
- b. 1 large wooden sleeper planter
- c. Lawn surrounding planter



**Location D**

**d. Junction of Barons Road/ Main Road**

- a. 2 large 'Jubilee' rose beds, c.4m diameter
- b. Lawns surrounding rose beds
- c. 1 tub (1m<sup>2</sup>)
- d. 1 large wooden sleeper planter



**Location E**

**e. Former Co-Op Store, Rope Lane**

- a. 1 tub (1m<sup>2</sup>)



**Location F**

**f. Scout Hut, Main Road**

- a. 2 circular concrete tubs (1m diameter)



**Location G**

**g. Bus Stop, Main Road**

- a. 2 small tubs either side of bench



**Location H**

**h. Junction of Main Road/ Greenfields Avenue**

- a. 2 large wooden sleeper planters



**Location I**

**i. Lords Mill Road**

- a. 1 circular concrete planter (1m diameter)



**Location J**

**j. Corner of Barons Road/ Earls Road**

- a. 1 tub (1m<sup>2</sup>)



**Location K**

**k. Corner of Barons Road/ Crewe Road**

- a. Flower bed  
b. Lawn surrounding flower bed



**Location L**

**l. Corner of Crewe Road/ Weston Lane**

- a. 1 brick planter (2m<sup>2</sup>)





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**Location M**

**m. Vine Tree footpath**

- a. Footpath between Edwards Close and Vine Tree Avenue
- b. Hedges



**Location N**

**n. Vine Tree Play Area**

- a. Lawns
- b. Hedges





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## 5. Core Requirements

### a. All locations shall:

- be continuously maintained in order to control and reduce weeds, maximise growth and colour, and produce eye-catching displays
- be fed and watered regularly
- be kept clean and tidy, with all arisings removed and disposed of
- have lawns mown and hedges cut sufficiently frequently so as to minimise length and maximise attractiveness

### b. Location-specific requirements:

- **Location A – Shavington Village Hall**
  - War Memorial shall be carefully cleaned and tidied in the week immediately prior to Remembrance Sunday, in readiness for the service. The surrounding patio area shall be jetwashed twice per annum: once in the week immediately prior to Remembrance Sunday, and once during Spring. This shall include weed removal in the gardens and moss, algae and slime removal of the paving stones
  - Two hanging baskets shall be provided each season, hung at the front of the Village Hall, and maintained regularly
  - Car Park shall be weed-sprayed twice per annum
  - The peach roses either side of the War Memorial shall be attended to throughout the year, with particular attention paid to the presentation of the carnations in the week leading to Remembrance Sunday
- **Location B – Sugar Loaf Corner**
  - The area behind the west-side bus stop shall be leaf-cleaned once in Autumn
  - The shrub adjacent to the brick planter shall be trimmed away from the planter
- **Location D – corner of Barons Road/ Main Road**
  - The area around the disused telephone box shall be kept clear of weeds
  - The 'Jubilee' roses shall be monitored and treated for leaf disease/ contamination. The contractor shall carry out seasonal pruning and winter preparedness to the roses
- **Location E – former Co-Op Store, Rope Lane**
  - The area behind the tub shall be kept clear of overhanging bramble and weeds



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- **Location N – Vine Tree footpath**
  - It shall be noted that the Parish Council owns the footpath between Edwards Close and Vine Tree Avenue, and that whilst this path is not a public right of way it is used frequently by residents
  - The hedges flanking the path shall be cut back frequently during growing season
  
- **Location O – Vine Tree play area**
  - It shall be noted that the Parish Council owns the play area and all equipment within it
  - The grass shall be cut, and border hedging controlled

## **6. Lengthsman service requirements**

Throughout the Parish, the following duties are required to be performed by a *lengthsman*:

- Weekly operational inspections of Vine Tree play area to monitor equipment fitness for use, litter, cleanliness. Visits to be reported to the Clerk
  
- Maintenance of pavements in the Parish including deweeding, cleaning, removal of road shingle from gutters, trimming back of overgrown grass
  
- Reporting of actionable issues in the Parish including presence of potholes and general road surface problems, blocked drains, overgrown hedging, poor lighting or signage
  
- Maintenance, cleaning of Parish benches at various locations
  
- Installation of new bins when required
  
- Support to the Parish Council for other such environmental tasks as and when they arise



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## **7. Operational Requirements**

- a. By the end of November each year, the Parish Council will supply any contract variations for the next year (April to March) to the Contractor. The Contractor shall take this specification as well as any variations supplied as its specification for that coming year, and supply, to the Clerk, a price for those services by the end of December. This is in order to ensure that any cost differences are agreed by the Parish Council in sufficient time to inform Cheshire East of the precept
- b. The Contractor shall note that Parish Council councillors will monitor locations in respect of these requirements and notify the Clerk of any discrepancies, for further action
- c. All correspondence and formal instructions to the Contractor, including invoicing and payments, raising of concerns or issues of formal warnings over the execution of the requirements of the contract will be made in writing through the Parish Council Clerk
- d. In respect of inadequate or poor performance by the Contractor, the Parish Council reserves the right to cancel the contract, if after two written warnings to the Contractor no improvement is apparent
- e. Either party shall give three months notice should it wish to terminate the contract
- f. The Contractor shall submit monthly invoices in arrears detailing all elements of work carried out during the previous month and the dates on which they occurred
- g. All staff working under the contract shall wear Personal Protective Equipment clearly marked with the Contractor's identifying symbol(s), and in accordance with relevant standards and legislation
- h. The Contractor shall comply with all relevant standards, legislation and public policies relevant to this specification, and shall always act in the best interests of the Parish Council when discharging these requirements.



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## **Report Statement**

Meeting: Environment and Recreation Committee 30.06.2021

Report Purpose: To provide an update with regard to the acquisition of recreational land

Version Control: v1

Author: Clerk

### **1. Report Summary**

The report provides Members an update about the acquisition of recreational land

### **2. Background**

Meller Speakman have previously undertaken some consultancy work for the Parish Council with regards to the acquisition of recreational land. Specifically, they completed a review of land within the Parish which would be suitable to accommodate public open space. This was undertaken as part of the Council's aspirations to acquire land which could be utilised for this purpose.

Following completion of the land review, Meller Speakman was subsequently appointed by the Parish Council to contact the five landowners whose land had been identified as suitable to accommodate the public open space. Unfortunately, out of the landowners who were contacted, they managed to discuss the Council's proposals with two, with only one party being potentially receptive to selling their land to the Parish.

### **3. Position**

The Council also identified an additional site that it would like Meller Speakman to review. Meller Speakman was also asked to assess the land in the ownership of the party who was potentially receptive to selling to the Council.

The consultant recommended that the most cost-effective solution would be to undertake an initial review of the additional new site, contact the relevant landowner to determine their receptivity to selling and then conduct additional reviews/assessments where necessary.

The Clerk asked for a quote to proceed with the job, and the supplier provided the below: "We would look to charge on an hourly rate, up to a maximum of £500 + VAT, to conduct the initial review of the site, and if the land is deemed suitable, contact the landowner/s via letter. "

### **4. Community impact**



The acquisition of recreational land could generate a positive community impact, as there are no other spaces of this kind in the Village at the moment

#### **5. Sustainability Impact**

Environment: a green area in the Village would generate a positive environment impact

Financially: a business plan would be needed to evaluate the financial viability of the project

#### **6. Governance**

Shavington-cum-Gresty Parish Council budget 2021-22

#### **7. Financial Impact**

Within budget

#### **8. Resource Impact**

Clerk time

#### **9. Conclusions**

Members are asked to consider if they want to process with the review of the additional sites.



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