

**MINUTES OF A VIRTUAL MEETING OF
COLBY & BANNINGHAM PARISH COUNCIL
HELD ON WEDNESDAY 20 MAY 2020 at 7p.m.**

PRESENT: Mr J van Poortvliet, Chairman
Mr R Anderson-Dungar, Vice-Chairman
Mrs P Ashby
Mr S Elliott
Mrs M Anderson-Dungar, Clerk

IN ATTENDANCE: Mr K Eke, Internal Auditor
3 Members of the public

The Chairman welcomed everyone followed by introductions.

01 APOLOGIES FOR ABSENCE

Mr Clarke telephoned after the meeting; he was unable to connect to the meeting. D Cllr Toye's apology was accepted.

02 DECLARATIONS OF INTEREST AND DISPENSATIONS

No declarations of interest were made and no requests for dispensations had been received.

03 PUBLIC PARTICIPATION

The meeting adjourned to take comments on agenda items from members of the public.

The Applicant and the Agent for Heppinn Barn explained the proposals and the rationale attached to the revised application.

The Agent for Ambrose House, Mill Road, explained the proposals and answered members' questions. He acknowledged the objections already lodged with North Norfolk District Council.

04 RE-CONVENE THE MEETING

The meeting re-convened.

05 MINUTES

Minutes of the remote Parish Council Meeting held on 15 April 2020, as previously circulated, were proposed and approved for signature at the next meeting held in person.

06 INFORMATION ON MATTERS ARISING

1. Website

The Clerk to correct the number of serving Councillors to the statement on the home page.

2. Help in the Community

The Clerk was asked to write to Jeanie Feneron with thanks for her work in co-ordinating services and volunteers since the 23 March 2020 lockdown.

07 FINANCE

1. SCHEDULE OF BILLS FOR PAYMENT

The list and an update had been previously circulated. Clarification was given on varying prices per cut for the various locations and the Clerk was asked to expand the information for future meetings. The schedule was proposed and **agreed**; a copy will be added to the signed Minutes of this meeting.

2. BANK RECONCILIATIONS FOR APRIL 2020

The documents previously circulated were proposed and **adopted**. Bank Statements would be signed at the next meeting in person.

3. ANNUAL AUDIT

3.1 Report from Internal Auditor

Mr Eke was invited to present his report. He confirmed that all documentation was in order and had completed the relevant section of the Annual Governance and Accountability Return. There were no issues to raise with the Council. The Chairman thanked Mr Eke for his report.

3.2 Annual Governance & Accountability Return:

- Section 1 – Annual Governance Statement – answers **agreed**, and document completed for signature.
- Section 2 - Annual Accounting Statement – the document previously circulated was **adopted** for signature.

3.3 Accounts for 2019/20 – accounts had been circulated and were **adopted**.

3.4 Exemption as a Smaller Authority – the Council confirmed its exemption as a Smaller Authority and **approved** the document for signature/ sending to the External Auditor.

08 PLANNING APPLICATIONS

The Chairman asked Mr Anderson-Dungar to raise any relevant points on each application.

PO20/0297 Ambrose House, Mill Road, Banningham, NR11 7DT

Erection of single storey detached dwelling and detached storage building following demolition of existing dwelling. (Outline with approval sought for access and appearance only - details of landscaping, layout and scale reserved)

The detailed discussion took account of written objections from neighbours, and information given by the Agent during the public participation session, particularly related to the status of the current “dwelling” on the site, and the proposed storage building given the nature of the applicant’s occupation.

To make an informed response, the parish council requested proof that the structure described in the sale particulars as “redundant” is legally registered historically as a habitable dwelling subject to council tax to ensure compliance with Policy SS2.

The parish council noted neighbours’ objections to the siting of the large storage building and concerns as to potential future use of the site as a builder’s yard. Information from the Agent

suggested that the applicant may be willing to either re-site the building or to remove it altogether from the application.

As there is currently a four-month extension of time on all new applications, the parish council would welcome the opportunity to submit comments after the next meeting on 17 June.

The Agent for the application left the meeting at this point.

PF/20/0660 Heppinn Barn, North Walsham Road, Banningham NR11 7DU
Construction of 2no. dwellings (semi-detached) (part retrospective)

Discussion took account of information provided by the Applicants and their Agent during the public participation time. Comments were made about the omission of the Public Right of Way from the plans although quoted in the Planning Statement and this should be corrected. The parish council remained of the opinion that permission should be granted to enable the works to be completed.

SUPPORT, with request to D Cllr Toye to call in the application for determination by the Development Committee.

PF/20/0708 Heppinn Barn, North Walsham Road, Banningham NR11 7DU
Change of use of land from agriculture to residential curtilage in association with Planning Application PF/20/0660

Discussion took account of information provided by the Applicants and their Agent during the public participation time. Response - SUPPORT

The Agent for Heppinn Barn left the meeting at this point.

PF/20/0750 Brookfield Cottage, Bridge Road, Colby, NR11 7EA
Creation of vehicular entrance/access, gates, fencing and erection of detached double garage with side storage (Part Retrospective) Brookfield Cottage, Bridge Road, Colby, Norwich, NR11 7EA

Written representations from adjacent owners were taken into account during the discussion. SUPPORT on the basis of alterations made to the original proposals and comments from adjacent owners.

Concerns regarding the permitted doorway under NMA regulations were noted, with acknowledgement that it was not part of the current application.

The applicant for Heppinn Barn thanked the Council and the Clerk for the opportunity to present his proposals. He left the meeting.

09 ITEMS FOR DISCUSSION

1. POLICIES – AMENDMENT TO STANDING ORDERS

The amendment to Standing Orders related to The Local Authorities and Police and Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations 2020 had been circulated and was proposed and **adopted**.

2. PLAYING FIELD:

- Car park – in view of Mr Clarke’s absence, this item was deferred to the next meeting.
- Wildflower planting – deferred as above.
- Notes of telephone meeting with Dr Studholme – had been circulated and after discussion, **agreed** as follows:
 - Clerk to send a thank you letter to Mr Bill van Poortvliet for all his help in collecting grass and spraying
 - Create the 2-3 metre wildflower strip and leave uncut to see whether there are wildflowers already there. Meet the contractor on site to advise.
 - Arrange a “hay cut” towards the end of summer
 - Village Green – it was **agreed** that more discussion and local consultation was needed. There were no plans to add additional advertising boards.

3. PROCESS FOR GROUNDS MAINTENANCE TENDER

It was **agreed** that Members should provide comments to the Clerk who would then prepare a revised document for further discussion. The Clerk would circulate the tender document previously used for comparison purposes.

4. TELEPHONE BOX REFURBISHMENT

Mr Blackburn had the paint and small replacement panels; he would be able to start work in a month or so. It was **agreed** that the box should be used as an information point with a painted backboard inside to display map, history, etc. and the top glass changed from “Telephone” to reflect this.

10 ITEMS FOR INFORMATION/FUTURE AGENDA

No items for information. The Chairman had found the briefing note useful and this would be continued for future meetings.

Next agenda – items deferred plus essential finance and any planning applications received.

11 DATE OF NEXT MEETING

This was confirmed as **Wednesday 17 June 2020** at **7p.m.**

12 CLOSURE OF THE MEETING

There being no further business, the Chairman closed the meeting at 8.42p.m.

Colby & Banningham Parish Council

DRAFT PAYMENTS LIST 19 TO 24

Voucher	Cheque	Code	Name	Description	Amount
19		14 - Grounds Maintenance	Steve's Landscape Garden Services	Grounds maintenance <i>4 cuts to Playing Field - 2,9,16 & 27 May @ 50 per cut</i>	200.00
20		11 - Grounds Maintenance	Steve's Landscape Garden Services	Grounds maintenance <i>2 cuts/strim banks to Village Green on 13 & 27 May @ 30 per cut</i>	60.00
21		10 - Grounds Maintenance	Steve's Landscape Garden Services	Grounds maintenance <i>2 cuts to grass at Village Hall @ 12.50 per cut. Plus strim bank/spray paths @ 10</i>	35.00
22		8 - Waste Collection	Veolia	Waste collection <i>Rental for container for May. Collections suspended until 13 July 2020.</i>	3.72
23		4 - Electricity	SSE	Electricity <i>Electricity for Village Hall Feb 2020 to 2 June 2020, hall closed since 23 March 2020. Readings are estimated. Have read but as all bills have been estimated for more than one year, SSE will need to read. May not be possible for some time in current circumstances. Should adjust next quarter.</i>	217.16
24		2 - Salary	Maureen Anderson-Dungar	Clerk Salary <i>Clerk salary for June 2020</i>	223.46
TOTAL					739.34

Colby & Banningham Parish Council

Prepared by: _____ Date: _____

Name and Role (Clerk/RFO etc)

Approved by: _____ Date: _____

Name and Role (RFO/Chair of Finance etc)

	Bank Reconciliation at 31/05/2020		
	Cash in Hand 01/04/2020		31,230.93
	ADD Receipts 01/04/2020 - 31/05/2020		8,760.58
			39,991.51
	SUBTRACT Payments 01/04/2020 - 31/05/2020		1,835.13
A	Cash in Hand 31/05/2020 (per Cash Book)		38,156.38
	Cash in hand per Bank Statements		
	Cash 31/05/2020	0.00	
	Unity Current Account T1 2038868 31/05/2020	12,604.07	
	Unity Instant Access Account 203£ 31/05/2020	25,652.31	
			38,256.38
	Less unrepresented payments		100.00
			38,156.38
	Plus unrepresented receipts		0.00
B	Adjusted Bank Balance		38,156.38
	A = B Checks out OK		

Colby & Banningham Parish Council
RECONCILIATION - Unity Instant Access Account 20388692

From Accounts	£25,652.31
Payments not cashed Add	£0.00
Receipts not entered Subtract	£0.00
<hr/>	
Statement should be	£25,652.31

Colby & Banningham Parish Council
RECONCILIATION - Unity Current Account T1 20388689

From Accounts	£12,504.07
Payments not cashed Add	£100.00
Receipts not entered Subtract	£0.00
<hr/>	
Statement should be	£12,604.07

Uncashed payment was internal audit fee

Colby & Banningham Parish Council
Listing of Payments in each Code for All Cost Centres
(Between 01-04-2020 and 31-05-2020)

Cost Centre Admin**Code Number 22 Filestream**

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
10	16/05/2020	09/1	Unity Current Acco		Filestream Web	Filestream Ltd	S	92.00	18.40	110.40
Subtotal for Code: Filestream								£92.00	£18.40	£110.40

Code Number 25 Internal Audit

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
18	20/05/2020	09/1	Unity Current Acco		Internal Audit	Kevin Eke FCCA	X	100.00	0.00	100.00
Subtotal for Code: Internal Audit								£100.00	£0.00	£100.00

Code Number 28 Stationery/Photocopying

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
6	15/04/2020	09/1	Unity Current Acco		Printing Newsletter	Richard C Anderson-Dungar	X	10.00	0.00	10.00
Subtotal for Code: Stationery/Photocopying								£10.00	£0.00	£10.00

Code Number 43 Website

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
16	16/05/2020	09/1	Unity Current Acco		Domain name renewal	Paston Chase Ltd	S	94.00	18.80	112.80
Subtotal for Code: Website								£94.00	£18.80	£112.80

Subtotal for Cost Centre: Admin 296.00 37.20 333.20

Cost Centre Clerk**Code Number 1 PAYE**

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
1	15/04/2020	09/1	Unity Current Acco		PAYE	HMRC	X	167.60	0.00	167.60
Subtotal for Code: PAYE								£167.60	£0.00	£167.60

Code Number 2 Salary

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
8	15/04/2020	09/1	Unity Current Acco		Clerk Salary	Maureen Anderson-Dungar	E	223.46	0.00	223.46
17	16/05/2020	09/1	Unity Current Acco		Clerk Salary	Maureen Anderson-Dungar	E	223.46	0.00	223.46
Subtotal for Code: Salary								£446.92	£0.00	£446.92

Subtotal for Cost Centre: Clerk 614.52 0.00 614.52

Cost Centre Playing Field**Code Number 14 Grounds Maintenance**

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
3	15/04/2020	09/1	Unity Current Acco		Grounds maintenance	Steve's Landscape Garden Services	X	50.00	0.00	50.00
12	16/05/2020	09/1	Unity Current Acco		Grounds maintenance	Steve's Landscape Garden Services	X	150.00	0.00	150.00
Subtotal for Code: Grounds Maintenance								£200.00	£0.00	£200.00

Subtotal for Cost Centre: Playing Field 200.00 0.00 200.00

Cost Centre Telephone Kiosk

Colby & Banningham Parish Council
Listing of Payments in each Code for All Cost Centres
(Between 01-04-2020 and 31-05-2020)

Code Number 48 Repairs/Decoration

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
9	16/05/2020	07/1	Unity Current Acco		Repairs	X2Connect	S	92.68	18.54	111.22
Subtotal for Code: Repairs/Decoration								£92.68	£18.54	£111.22
Subtotal for Cost Centre: Telephone Kiosk								92.68	18.54	111.22

Cost Centre Village Green**Code Number 11 Grounds Maintenance**

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
4	15/04/2020	09/1	Unity Current Acco		Grounds maintenance	Steve's Landscape Garden Services	X	60.00	0.00	60.00
13	16/05/2020	09/1	Unity Current Acco		Grounds maintenance	Steve's Landscape Garden Services	X	60.00	0.00	60.00
Subtotal for Code: Grounds Maintenance								£120.00	£0.00	£120.00
Subtotal for Cost Centre: Village Green								120.00	0.00	120.00

Cost Centre Village Hall**Code Number 6 Water/Sewerage**

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
11	16/05/2020	09/1	Unity Current Acco		Water/sewerage	Anglian Water Business	Z	14.38	0.00	14.38
Subtotal for Code: Water/Sewerage								£14.38	£0.00	£14.38

Code Number 8 Waste Collection

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
7	15/04/2020	09/1	Unity Current Acco		Waste collection	Veolia	S	24.10	4.82	28.92
15	16/05/2020		Unity Current Acco		Waste collection	Veolia	S	3.00	0.60	3.60
Subtotal for Code: Waste Collection								£27.10	£5.42	£32.52

Code Number 10 Grounds Maintenance

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
5	15/04/2020	09/1	Unity Current Acco		Grounds maintenance	Steve's Landscape Garden Services	X	12.50	0.00	12.50
14	16/05/2020	09/1	Unity Current Acco		Grounds maintenance	Steve's Landscape Garden Services	X	47.50	0.00	47.50
Subtotal for Code: Grounds Maintenance								£60.00	£0.00	£60.00

Code Number 45 Cleaning

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
2	15/04/2020	09/1	Unity Current Acco		Cleaning	Marion Cubitt	X	349.29	0.00	349.29
Subtotal for Code: Cleaning								£349.29	£0.00	£349.29
Subtotal for Cost Centre: Village Hall								450.77	5.42	456.19

TOTALS £1,773.97 £61.16 £1,835.13

Colby & Banningham Parish Council
Listing of Receipts in each Code for All Cost Centres
(Between 01-04-2020 and 31-05-2020)

Cost Centre Admin**Code Number 40 Precept**

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
1	30/04/2020		Unity Current Acco		Precept	North Norfolk District Council	E	8,017.00	0.00	8,017.00
Subtotal for Code: Precept								£8,017.00	£0.00	£8,017.00

Code Number 51 VAT refund

Vchr.	Date	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
2	28/05/2020		Unity Current Acco		VAT refund	HMRC	R	0.00	743.58	743.58
Subtotal for Code: VAT refund								£0.00	£743.58	£743.58
Subtotal for Cost Centre: Admin								8,017.00	743.58	8,760.58

TOTALS **£8,017.00** **£743.58** **£8,760.58**

Banningham Playing Field, water update. June 2020.

1. At long last we had some rain in this area. Over the 48-hour period of the 5th and 6th June I measured in my garden a rainfall of 20mm which was confirmed by local weather centres.

2. Let's put that in perspective. Richard's plan CBPC/002E quotes the area of the playing field as 11719 square metres, which multiplied by the rainfall gives a total volume for the 48 hrs of 234,000 litres (I had to check it 3 times!). Assuming that the planted area is 2000 square metres, the trees would have received over the 48 hour period 46,000 litres which is close to my estimate of a couple of weeks ago as the rainfall necessary to help the trees.

3. Late afternoon on the 5th June during one downpour, I checked the flow through the drain by the entrance. I estimated that approximately 600 litres/hour of water per hour was flowing into the ditch, which over the 48 hours of rainfall would be 28,800 litres.

4. It was clear that because of the very dry ground the water was passing down into the drains very quickly. Once the rain days passed the flow reduced considerably.

5. Under normal circumstances rain goes 4 ways:
 Into the sub soil and aquifers
 Into the field drainage.
 Evaporation from the surface of the field.
 By transpiration via plants.

6. Our major problem was that after planting almost no rain fell for about 8 weeks and the top soil dried out and so did the shallow roots. Provoked by Richard's comment on Risk Assessment I got to thinking on why did we allow the field to drain water over that period.

7 The drainage pipes, according to the plans, lie about 1 metre below the surface and most of the field runs downhill to the ditch drain. No wonder we have a "dry pond" because it is the highest point. So why not adjust the water table in the field to compensate for a lack of rain which might be severe over this summer. To be fair we should have acted once it became apparent we were into a drought. Raising the water table is technically simple and although it may not have saved all the saplings it would have helped and created better root growing conditions.

8. So as an experiment I have added a riser at the end of the 150mm pipe in the ditch. The height of the riser is not precise and can be reduced in height with a saw when we see the water is backing up in the inspection chamber. To reduce the water table all we have to do is rotate the riser down and water will come out of the pipe into the ditch. This can be monitored over the summer months to maintain the water in the field then in winter the riser can be removed or adjusted.

9. I will monitor the water level in the inspection chamber and suggest it is left as is for the moment.

10. I have attached photo of the riser and the inspection chamber.



Stuart Clarke 11th Jun 2020

COLBY & BANNINGHAM PARISH COUNCIL

GRASS CUTTING CONTRACT TENDER DOCUMENTS

COLBY & BANNINGHAM PARISH COUNCIL

GRASS CUTTING CONTRACT ~~2020 to 31 MARCH 2021~~ Date to be agreed

Correspondence to:
Mrs Mo Anderson-Dungar
Clerk of the Council
Blacksmith's Cottage
Colby Road
Banningham
Norwich Norfolk NR11 7DY
Tel: 01263 732530/mobile 07775 717485
Email: clerk@colby-banningham-pc.gov.uk
Website: www.colby-banningham-pc.gov.uk

Colby & Banningham Parish Council
Grass Cutting Contract ~~2020 to 31 March 2021~~ date to be agreed

Contents:

1. Invitation to Tender
2. Appendices:
 - Appendix A – Standard Conditions of Contract
 - Appendix B – Specification of Works
 - Appendix C – Schedule of Works
 - Appendix D – Site Plans
 - Appendix E – Form of Tender
 - Appendix F – Questionnaire

**COLBY & BANNINGHAM PARISH COUNCIL
GRASS CUTTING CONTRACT**

INVITATION TO TENDER

1. Colby & Banningham Parish Council (“the Council”) hereby invites tenders for the carrying out of the Service of Grass Cutting in accordance with the Contract documents attached, which comprise:
 - Appendix A – Standard Conditions of Contract
 - Appendix B – Specification of Works
 - Appendix C – Schedule of Works
 - Appendix D – Site Plans
 - Appendix E – Form of Tender
 - Appendix F – Questionnaire

2. Tendered prices submitted must indicate the rate for carrying out each part of the work individually.

3. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them, if their tender is accepted.

4. The Officer will be the Parish Clerk and all communication will be made through the Clerk. Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Parish Clerk by no later than one week before the closing date.

5. The tender shall be submitted on the Form of Tender attached at Appendix E.

6. Prospective Contractors should note that the Council is not bound to accept the lowest, or any, tender. The Council’s decision is final, and no correspondence will be entered into on the reasons why a tender has been rejected.

7. The successful tender, together with the Council’s written acceptance, shall form a binding agreement in the terms of the Contract documents.

8. If, having examined the tender documents you wish to submit a tender you should:
 - a. Fully complete and return the following documents:
 - i. Appendix E – Form of Tender
 - ii. Appendix F – Questionnaire
 - b. Return Tenders and all related documentation by 5pm on(date to be decided) to the Parish Clerk at the address on page 1. Tenders received after this time will not be considered.
 - c. Please note that the package containing the tender must be clearly marked “Tender for Grass Cutting” on the outside.

COLBY & BANNINGHAM PARISH COUNCIL

GRASS CUTTING CONTRACT

STANDARD CONDITIONS OF CONTRACT – CONTRACT DOCUMENTS

Extent of Work

Generally, the work will comprise of the cutting of grass on land within the parish of Colby & Banningham. The height of cuts is detailed in Appendix C, except for one-off requests which will always be communicated through the Parish Clerk.

To also include strimming around play equipment, outside furniture, trees, bushes, fences, hedges and all other authorised site fixtures and fittings, where specified.

To include grass removal from all play safety surfaces and footpaths by sweeping or blower, where specified.

Although a set number of cuts has been set-requested for the tender, these may be varied according to seasonal grass growth and by agreement with the Parish Clerk.

The Council could add additional outside fixtures and fittings during the period of the Contract, and no application from the Contractor to adjust the Contract price will be considered.

Site Detail

The sites are situated throughout Colby & Banningham and are identified on the plans attached under Appendix D. They make up 3 5 areas:

- Playing Field, Bridge Road, Colby NR11 7EA
- Banningham Village Green, Colby Road, Banningham NR11 7DY
- The Jubilee Hall/Sandy Lane Club, Colby Road, Banningham NR11 7DY
- Banningham Village Sign
- Colby Village Sign

The Tender

Contractor should tender for all these areas

Before tendering, the Contractor is advised, at-own-discretion, to visit the sites to satisfy self as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.

Conditions

Workmanship and Equipment – The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

Duration of Contract

The duration of the Contract will be to 31 March 2021. Tenders to be priced accordingly. There will be no opportunity to alter rates tendered during the term. The contract could be extended to 31 March 2022 by negotiation. Dates to be changed following discussion

Payment to Contractor

The Contractor will submit invoices via email or in hard copy form, for individual cuts showing details and date of cut, in arrears, throughout the cutting season for all work

carried out. The preferred method of payment is via BACS but may be made by cheque posted to the Contractor if required.

Termination of Contract

Either party may, without reason, terminate the Contract, in writing, giving three months' notice.

Insurance

The Contractor is required to have a minimum of £5,000,000 (£5 million) public liability insurance for Contracts. A copy of the current Certificate of Insurance to this effect must be included with the Tender documents, and if near to expiry, evidence of renewal must be supplied to the Parish Clerk prior to commencement of the Contract. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

Health & Safety

The Contractor shall accept full responsibility for compliance with the Health & Safety at Work Act 1974 and as updated, and all other Acts and Regulations in respect of the work specified in this contract. A copy of the Contractor's current Health & Safety Policy should be included with the Tender documents.

Council's Decision

The Council will decide on the Contract at its meeting on(date to be decided) and the successful contractor will be notified as soon as possible thereafter.

Hourly Rate for Other Work

The Contractor is asked to provide an hourly rate for any other ad hoc work that may be commissioned by the Parish Council, as separate to the grass cutting contract. This may include hedge trimming, weed control or tree work that may arise from time to time and will be by separate negotiation with the Parish Council.

NOTES TO TENDERERS

- a) Attention is drawn to the Form of Tender and Standard Conditions of Contract. These documents must be read in conjunction with the Specification of Works, Plans and Schedule of Works. Contractors are advised to carefully read all documentation.
- b) The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and obligations.
- c) A price shall be inserted against each item on the Form of Tender for each area tendered for.
- d) No alteration to the text of the Form of Tender is to be made by the Contractor tendering. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed Schedule will be adhered to.
- e) If and when weed killing chemicals are to be applied where and when agreed they must be applied by certificated staff (if this is to be contracted out, the Council must know to whom it is contracted out and be provided with copies of relevant certificates). In all cases, a copy of the Contractor's herbicide policy should be provided with the Tender documents.
- f) Regular inspections will be carried out by the Council throughout the period of the Contract to ensure that the work is completed in accordance with the Specification of Works.
- g) Invoices presented for payment must include a schedule of work completed including dates of work.
- h) Contractors are asked to contact the Parish Clerk if any clarification is required.

COLBY & BANNINGHAM PARISH COUNCIL**GRASS CUTTING CONTRACT****SPECIFICATION OF WORKS****Grass Cutting**

1. Prior to cutting any area, the Contractor will ensure that it is free of significantly large stones, paper, tins, bottles and other debris.
2. The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any specific hazards. Molehills are covered in Appendix C if applicable.
3. The Contractor will at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, so as to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of the Council. Suggested combine with items 12 and 14
4. The Contractor will at all times during the period of the Contract, ensure that machines are properly guarded and maintained so as not to present any danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations.
5. The Contractor will provide his staff with all safety equipment, (boots, reflective vests etc.) and will ensure that staff use these at all times they are engaged in work for the Council.. Suggested combine with item 17
6. During the period of the Contract no growth regulators of any form or chemicals shall be applied to any area of turf without the Council sanctioning such an operation in writing, in advance.
7. All grass will be cut cleanly and evenly and without damaging the existing surface.
8. The Contractor will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure that all grass clipping and other arising are cleared from all paved areas, playground equipment, safety surfaces, paths and public footpaths, etc. by sweeping or using a blower.
9. Soft vegetative growth, such as clover, will be deemed to be part of the Contract where it falls within large areas of grass.
10. Since it is not possible to predict accurately the precise number of mowings which may be required on any site in any one year, the Schedule of Works includes a given number of mowings, but the Contractor will be paid on a pro-rata basis for more or less than this number, dependent upon the prevailing weather conditions through the growing season.

11. Mowing will take place on the full area of grass at the site, up to an agreed level, or the paving, fencing obstacles and any other boundaries.
12. Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor's own expense. [Suggested combine with items 3 and 14](#)
13. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting "divots" from the machine rollers or cutters.
14. Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will, at his own expense reinstate such damage forthwith to the satisfaction of the Council. [Suggested combine with items 3 and 12](#)
15. Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate cutting and replaced before the Contractor leaves the site.
16. Mowing around obstructions including seats, trees, fence lines, posts and kerbs and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate. The cutting of such areas will be undertaken within 24 hours of the main site being mowed and will be deemed to be included in the Contractor's rate for each location. If used, strimmers must not damage any trees, shrubs etc. or permanent or removable fittings.
17. All persons operating grass cutting machinery must be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his operators are well trained, conversant with Health & Safety legislation and competent in their operating methods. [Suggested combine with item 5](#)
18. None of the sites has access to running water – so contractor will need to provide own.
19. A key will be provided to allow access to the Playing Field for the padlock on the post. If the key is lost, the Contractor will have to pay for replacement.
20. The Playing Field post must be padlocked shut after mowing to prevent any unauthorised access.

COLBY & BANNINGHAM PARISH COUNCIL

GRASS CUTTING CONTRACT

SCHEDULE OF WORKS

The Playing Field, Bridge Road

1. The Playing Field on Bridge Road is subject to ongoing green development. In February 2020 over 500 trees were planted around the perimeter and preparations are being made to plant wildflowers in winter/spring 2021. For the purposes of this schedule, the area has been divided into 11 zones.
2. Zones 1,2,3 and 4 have been planted with trees and are not required to be maintained under this contract.
3. For zones 5,6,7,8,9,10 and 11 there will be a need to cut the grass but in varying ways.
4. It is anticipated there will be a maximum number of cuts of 10 between late March and early October.
5. Refer to Appendix B, paragraphs 1 and 2. In addition, area 11 must be cleared of loose soil molehills and the soil dispersed over the cut area before each cut.
6. Cut 1 is to be made to areas 5-11 inclusive, cut height of 50mm. The arisings from that cut need to be removed from areas 5,6,7,8,9 and 10 and disposed of by "the Contractor" in an environmentally acceptable way. After the first cut, "the wildflower areas" 5-10 will be marked on the ground with stakes to indicate where the arisings must be removed. Alternatively, the Contractor can ask for these areas to be marked before the cut.
7. Cuts 2-9 will only be necessary on area 11 which includes pathways 1.5 to 2 metres wide as shown. These cuts are at the Contractor's discretion taking into account the growth of the grass; the maximum allowed height will be 65mm and arisings can be left on area 11. It is expected that there will be a minimum of two weeks between cuts. Grass should be dispersed evenly over each site not left in mounds.
8. Cut 10 when necessary will be the last of the year and will be the same as cut 1. Before the Contractor commences cut 1, the Council must be informed so that it can identify any "wild species" worth retaining. These will be marked by the Council with stakes prior to the cut. Again, arisings to be removed from areas 5-10 inclusive.
9. To include strimming around benches and other obstructions.
10. The Contractor should satisfy himself about the level of access to the site.
11. The Contractor should satisfy himself about the area of land to be cut.

COLBY & BANNINGHAM PARISH COUNCIL

GRASS CUTTING CONTRACT

SCHEDULE OF WORKS

Banningham Village Green

~~4.~~ Banningham Village Green is an area of mixed use as a focal point, location of the bowls green and use as a car park. On the attached plan new infill trees ~~2,3 and 4~~ have not been planted. The Village Green will be subject to some replanting of trees and wildflowers, but this will not happen ~~until November 2020 and beyond the grass cutting season.~~ Until date to be agreed

1.

2. The bowls green is not included in this schedule, but the hedges are, and a separate price is requested in the tender.

3. It is anticipated that there will be a maximum of 10 cuts between late March and early October.

4. Refer to Appendix B for general conditions.

5. Cut 1 is to be at 50mm height. The arisings from that cut need to be removed and disposed of by the Contractor in an environmentally acceptable way.

6. Cuts 2-10 inclusive are at the Contractor's discretion, taking into account the growth of the grass, the maximum allowed height will be 50mm and arisings can be left. It is expected that there will be a minimum of two weeks between cuts. Grass should be dispersed evenly over the site, not left in mounds.

7. To include strimming around benches, banks and other obstructions. The extent of strimming to be as far as the bowls green boundaries.

8. The Contractor should satisfy himself about the level of access to the site.

~~9.~~ The Contractor should satisfy himself about the area of land to be cut.

COLBY & BANNINGHAM PARISH COUNCIL

GRASS CUTTING CONTRACT

SCHEDULE OF WORKS

The Jubilee Hall/Sandy Lane Club, Colby Road

1. The Jubilee Hall/Sandy Lane Club building has an overspill car park and amenity area at the rear of the main building, which is used sometimes when events are held at the premises.
2. This area is to be cut at the same time as the Village Green and to the same standard as the Village Green, so cut 1 is to include collection and disposal of the arisings. Cuts 2-10 do not collect the arisings.
3. Clauses 3-9 inclusive from Appendix C (2) apply to The Jubilee Hall/Sandy Lane Club as well.
4. Strimming is required to the banks under the line of the open rail fence along the road frontage

3.

COLBY & BANNINGHAM PARISH COUNCIL

GRASS CUTTING CONTRACT

SCHEDULE OF WORKS

Banningham Village Sign

Strim area of 900mm around base of sign – frequency?

Colby Village Sign

Strim area of 900mm around base of sign – frequency?

Document Map – The Playing Field, Bridge Road

Appendix D

Document Map – The Jubilee Hall/Sandy Lane Club

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COLBY & BANNINGHAM PARISH COUNCIL

GRASS CUTTING CONTRACT

Price for ~~2020 to 31 March 2021~~ date to be agreed – exclusive of VAT

The Playing Field, Bridge Road Refer to Schedule for detailed areas and grass height and collection	
Cut 1	£
Cuts 2-9 per cut	£
Cut 10	£
Banningham Village Green Refer to Schedule for details of grass height and collection	
Cut 1	£
Cuts 2-10 per cut	£
Bowls Green hedge per cut	£
The Jubilee Hall/Sandy Lane Refer to Schedule for grass height and collection	
Cut 1	£
Cuts 2-10 per cut	£
Price per hour for any additional work Including plant and equipment	£
<u>Banningham Village Sign</u> <u>Refer to Schedule for details</u>	<u>£</u>
<u>Colby Village Sign</u> <u>Refer to Schedule for details</u>	<u>£</u>

Signed Print Name

Position Date

Of

Address

.....

Telephone: Landline/Mobile

Email address

Website

Social media

COLBY & BANNINGHAM PARISH COUNCIL

GRASS CUTTING CONTRACT

QUESTIONNAIRE – DETAILS RELATING TO PROSPECTIVE TENDERER

1.	Name	
2.	Address	
3.	Telephone	Landline Mobile
4.	Contact name and position in company	
5.	Email address	
6.	Nature of business	
7.	If the business is a Company, is it a Subsidiary of another Company If Yes, please give details	
8.	Date of Business Formation	
9.	VAT registration number if applicable	
10.	Number of grounds maintenance employees	
11.	Address of Branch that will service the Contract (if applicable)	
12.	Any other relevant information, e.g. similar Contracts in the area or for similar authorities (use separate sheet if necessary)	

Signed Print Name

Position Date

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