HOUGHTON REGIS TOWN COUNCIL



Peel Street, Houghton Regis, Bedfordshire, LU5 5EY

Town Mayor: Cllr Clare L Copleston Tel: 01582 708540

Town Clerk: Clare Evans Email: info@houghtonregis.org.uk

28th May 2021

To: Members of the Environment & Leisure Committee

Cllrs: D Dixon Wilkinson, Y Farrell, T McMahon, R Morgan, A Slough, S Thorne

(Copies to other Councillors for information)

Notice of Meeting

You are hereby summoned to a Meeting of the **Environment & Leisure Committee** to be held at the Council Offices, Peel Street on **Monday 7th June 2021** at **7.00pm**.

Due to Covid restrictions, the number of public who may attend the meeting in person is limited to 3, however members of the public are able to join the meeting remotely through Teams.

To attend in person contact the Democratic Services Manager, louise.senior@houghtonregis.org.uk Tickets are allocated on a first come first served basis. To attend remotely through Teams please follow this link: MEETING LINK

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THIS MEETING MAY BE RECORDED *

Clare Evans Town Clerk

Agenda

1. ELECTION OF CHAIR

Members are invited to elect a Chair for Environment & Leisure Committee for 2021/22.

2. APOLOGIES & SUBSTITUTIONS

3. QUESTIONS FROM THE PUBLIC

In accordance with approved Standing Orders 1(e)-1(l) Members of the public may make representations, ask questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.

The total period of time designated for public participation at a meeting shall not exceed 15 minutes and an individual member of the public shall not speak for more than 3 minutes unless directed by the chairman of the meeting.

*Phones and other equipment may be used to film, audio record, tweet or blog from this meeting by an individual Council member or a member of the public. No part of the meeting room is exempt from public filming unless the meeting resolves to go into exempt session. The use of images or recordings arising from this is not under the Council's control.

4. DECLARATIONS OF INTEREST & REQUESTS FOR DISPENSATIONS

Under the Localism Act 2011 (sections 26-37 and Schedule 4) and in accordance with the Council's Code of Conduct, Members are required to declare any interests which are not currently entered in the member's register of interests or if he/she has not notified the Monitoring Officer of any such interest.

Members are invited to submit any requests for Dispensations for consideration.

5. ELECTION OF VICE-CHAIR

Members are invited to elect a Vice Chair for Environment & Leisure Committee for 2021/22.

6. MINUTES

Pages 6 - 11

To approve the Minutes of the meeting held on 22nd February 2021.

Recommendation: To approve the Minutes of the meeting held on 22nd February 2021 and for these to be signed by the Chairman.

7. COMMITTEE FUNCTIONS & TERMS OF REFERENCE

Page 12

In accordance with Standing Order 4.j.iv. Council is required to review its delegation arrangements to committees and sub committees.

These arrangements are set out in the Committee Functions & Terms of Reference. This document sets out the system of delegation to the Committees, Sub Committees and Working Groups of the Council.

Members will find attached the extract from the approved Committee Functions & Terms of Reference which relates to this committee.

This report is provided for information.

8. INCOME AND EXPENDITURE REPORT

Pages 13 - 19

Members will find attached the income and expenditure report, highlighting significant variances, for Environment & Leisure Committee to date.

9. PARKSIDE FAMILY GAMES AREA

Pages 20 - 25

To enable members to consider a project to deliver a family games area on Parkside Recreation ground.

Recommendation: To support the establishment of a family games and seating area within Parkside Recreation Ground.

10. RECYCLING AT PARKS AND OPEN SPACES

Pages 26 - 28

To advise members on waste collection in parks and play areas.

Recommendation:

- 1. To conduct an anti-litter campaign over the summer including information on what happens to waste in the parks and play areas;
- 2. To replace bins should the budget be available in due course.

11. WILDFLOWER PLANTING

Pages 29 - 31

To enable members to consider a project to deliver wildflower areas in the town.

Recommendation:

To seek to deliver wildflower community bombing events in the following locations (subject to landowner approval):

- The overgrown piece of land behind the fence on Woodlands Avenue
- Land adjacent to Frogmore Rd
- Woodside Link Community Orchard
- The old part of the Cemetery under the trees

12. TITHE FARM ALL WEATHER PROJECT UPDATE

Pages 32 - 50

To update members on the Tithe Farm Recreation Ground Sports Project.

This report is to be updated prior to the meeting.

Recommendation:

- 1. To support the pavilion layout
- 2. To confirm required signatories for the Football Foundation application process are the Town Clerk and the Chair of the Environment & Leisure Committee.

13. HOUGHTON REGIS CEMETERY

Pages 51 - 53

To enable consideration of the following:

- 1. Update on the Garden of Remembrance
- 2. Pre purchase of vaults within the Garden of Remembrance
- 3. Direct burial bookings
- 4. Availability of earthen ashes plots

Recommendation:

- 1. To amend the Cemetery Regulations to enable the pre purchase of vaults within the Garden of Remembrance
- 2. To amend the Cemetery Fees to include a charge for memorial arrangements of £100

14. ALLOTMENTS

Pages 54 - 58

To consider:

- 1. Site layout plan for the Bellway site:
- 2. Establishment of a Working Group to consider all matters relating to the provision and management of allotments

Recommendation:

- 1. To approve the site layout as detailed on Drawing Ref: SK01/18122020 B
- 2. To confirm that HRTC is willing to accept the transfer of this site in due course subject to due legal process
- 3. To establish an Allotment Working Group as follows: Functions

To consider all matters relating to the provision and management of allotments in Houghton Regis including:

- New site specification
- Allotment associations
- Allotment tenancies
- Management
- Fees and charges

Terms of Reference

- The Allotment Working Group shall function and operate in accordance with the Council's approved Standing Orders.
- The Allotment Working Group shall consist of five Councillors. The quorum shall be half of its members (three)

15. MACHINERY RENEWALS PROGRAMME

Pages 59 - 61

To present the anticipated machinery renewals programme for 2021/22

Recommendation: To support the Machinery Renewals Programme for 2021/22.

16. HOUGHTON HALL PARK

Pages 62 - 81

Members are advised that 2 initiatives have arisen recently in relation to the operational management of the Park. The first was the planting of an oak tree to commemorate

Robert Brandreth on the Cedar Lawn and the second is the possibility of creating an orchard on the Cedar Lawn. There has been some uncertainty as to the decision making process around these projects. This report is provided to clarify the situation.

The management of Houghton Hall Park falls under the Joint Venture Agreement between Central Bedfordshire Council and Houghton Regis Town Council. A copy of the JVA is attached. Members are specifically referred to section 7.

The recent initiatives referred to above would fall under the Management Advisory Group. The Town Council has input into the MAG through its nominated representatives.

It is also understood that the Houghton Regis Heritage Society has a view on these proposals. This group has representation on the MAG and accordingly can make comment on projects and initiatives through this forum.

This report is provided for information.

17. USE OF VILLAGE GREEN

Pages 82 - 83

Members are advised that a request to use the Village Green has been received from Full House Theatre to enable them to run their Hullabaloo Event. Basic details are as follows:

Event - Houghton Regis Hullabaloo Organiser – Full House Theatre

Date - 18th and 19th September 2021

time - performances are likely to be scheduled to take place at 11:30am and 2pm

A more detailed event application is attached. In support of the application the applicant has also provided the following:

- Event management plan
- Risk assessments
- Covid Risk Assessment
- Public Liability Certificate

Recommendation: To approve the use of the Village green for the Houghton Regis Hullabaloo event on 18th and 19th September 2021.

18. VISION UPDATE

Pages 84 - 91

Members will find attached an extract from the approved Vision 2020/2024 as it relates to the work of this committee.

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HOUGHTON REGIS TOWN COUNCIL

Environment & Leisure Committee 22nd February 2021 at 7.00pm

Present: Councillors: T McMahon Chairman

D Dixon-Wilkinson Y Farrell S Goodchild R Morgan A Slough

Officers: Clare Evans Town Clerk

Tony Luff Head of Grounds Operations

Public: 3

Also present: Councillors: J Carroll

D Jones

11511 APOLOGIES

None.

11512 QUESTIONS FROM THE PUBLIC

A member of the public suggested that as the works along Houghton Brook had been completed it would be an ideal time to complete a litter pick along the bank prior to the Spring vegetation growth. This was generally supported, factoring in Covid related restrictions and associated risk assessments. This would be followed up.

11513 SPECIFIC DECLARATIONS OF INTEREST

None.

11514 MINUTES

To approve the minutes of the meeting held on 16th November 2020.

Resolved: To confirm the minutes of the Environment & Leisure

Committee meeting held on 16th November 2020 and for these to

be signed by the Chairman.

11515 TITHE FARM ALL WEATHER UPDATE

Members were updated on the following matters:

- Implications of the sewer line
- Design of the pavilion

To maintain the scope of the project and to reduce the risk to the council it was suggested that Option 2 be supported. This reduced the risk as the pitch was sited off any man hole covers, but the assurance to the FF was still required as the 3G remains over the line of the sewer.

Some preferences were expressed for Option 1 as it was felt that this location provided greater opportunity for grass pitches on the remainder of the site and for community events.

Design of the pavilion

Members considered some preliminary designs and provided feedback. It was requested that the design be revisited based on this feedback and represented along with costs for subsequent consideration.

Recommendation 1: To support Option 2 site layout as shown in drawing 324-1 FS-010.R2

Proposed Cllr Goodchild, Seconded Cllr Slough

5 in favour

1 against

Carried

Proposed amendment to Recommendation 2: To confirm to the Football Foundation that should Anglian Water need to dig up part(s) of the pitch, the Council would ensure best endeavours to make certain that reinstatement works were undertaken (over the course of the 21-year clawback period) to ensure that the 3G FTP remains on the FA's 3G Pitch Register

Proposed Cllr Morgan, Seconded Cllr Farrell

3 in favour

3 against

The Chair of the Committee used the casting vote and voted against the proposed amendment.

Not carried.

Second Proposed amendment to Recommendation 2: To confirm to the Football Foundation that should Anglian Water need to dig up part(s) of the pitch, the Council would ensure best endeavours to make certain that reinstatement works were undertaken (over the course of the 21-year clawback period) to ensure that the 3G FTP remains on the FA's 3G Pitch Register. Should this not be accepted by the Football Foundation, to confirm to the Football Foundation that should Anglian Water need to dig up part(s) of the pitch, the Council would make certain that reinstatement works were undertaken (over the course of the 21-year clawback period) to ensure that the 3G FTP remains on the FA's 3G Pitch Register.

Proposed Cllr Goodchild, Seconded Cllr Slough

6 in favour

0 against

The proposed amendment became the substantive and was voted on accordingly.

Proposed Cllr Goodchild, Seconded Cllr Slough

6 in favour

0 against

Carried.

Proposed resolution: to defer consideration of the pavilion design until further work had been done on the design and costing.

Proposed Cllr Slough, Seconded Cllr Goodchild

6 in favour

0 against

The proposed amendment became the substantive and was voted on accordingly.

Proposed Cllr Slough, Seconded Cllr Goodchild

6 in favour

0 against

Carried.

Resolved:

- 1. To support Option 2 site layout as shown in drawing 324-1 FS-010.R2;
- 2. To confirm to the Football Foundation that should Anglian Water need to dig up part(s) of the pitch, the Council would ensure best endeavours to make certain that reinstatement works were undertaken (over the course of the 21-year clawback period) to ensure that the 3G FTP remains on the FA's 3G Pitch Register. Should this not be accepted by the Football Foundation, to confirm to the Football Foundation that should Anglian Water need to dig up part(s) of the pitch, the Council would make certain that reinstatement works were undertaken (over the course of the 21-year clawback period) to ensure that the 3G FTP remains on the FA's 3G Pitch Register;
- 3. To defer consideration of the pavilion design until further work had been done on the design and costing.

11516 INCOME AND EXPENDITURE REPORT

Members were provided with the Income & Expenditure report to date for the Environment & Leisure Committee.

There was an overspend in 282-4017 but this would be covered by underspend in other codes in cost centre 282.

It was requested that the income and expenditure relating to the energy efficiency measures be checked.

11517 ORCHARD CLOSE PLAY AREA SURFACING

Members considered surfacing options for Orchard Close Playground Area. Surfacing issues had been highlighted in the annual play area inspection. Options included a bark top up or a resurfacing with wet pore.

Resolved:

- 1. To replace the bark at the Orchard Close play area with wet pore using contractor 1;
- 2. To fund the works out of EMR 327, Play Areas.

11518 CHALK FIELDS ALLOTMENTS (HRN2 SITE)

Members considered a report on a proposed transfer of a new allotment site within HRN2. Details included the proposed site layout and site facilities, the name of the allotment site and advice on the funding situation.

Members expressed concerns over the layout and design of the site, notably in relation to the plot size which was double the size promoted by the Local Government Association and The National Allotment Society.

In relation to the future name of the site, it was suggested to defer consideration until a later date.

Proposed Amendment to Recommendation 2

To approve the site layout, subject to:

- The provision of 27 plots between 200m2 250m2 in size with a shed base 1.8m x 2.4m in size on each plot
- 3 standpipes to be sited with a concrete base in front of them
- The main internal path being accessible to people with disabilities, wheelchairs and mobility scooters and at least 2.25m wide construction of type 1 MOT with edging to the plots to avoid spill
- The fencing to be green palisade fencing
- The soil being a reasonable quality and free from debris by being screened to 10mm and 45cm -60cm deep
- A new "Proposed Plan Allotments" being submitted by Bellway and approved by the E&L committee incorporating the above

Proposed Cllr Farrell, Seconded Cllr Morgan

All in favour.

Carried

The amendment became the substantive and a vote was taken:

Proposed Cllr Slough, Seconded Cllr Morgan

All in favour.

Carried

Resolved: 1. To welcome the bringing forward of an allotment site as a community facility.

- 2. To approve the site layout, subject to:
 - The provision of 27 plots between 200m2 250m2 in size with a shed base 1.8m x 2.4m in size on each plot
 - 3 standpipes to be sited with a concrete base in front of them
 - The main internal path being accessible to people with disabilities, wheelchairs and mobility scooters and at least 2.25m wide construction of type 1 MOT with edging to the plots to avoid spill
 - The fencing to be green palisade fencing
 - The soil being a reasonable quality and free from debris by being screened to 10mm and 45cm -60cm deep
 - A new "Proposed Plan Allotments" being submitted by Bellway and approved by the E&L committee incorporating the above
- 3. Subject to these amendments to confirm that HRTC is willing to accept the transfer of this site in due course subject to due legal process.

11519 MOORE CRESCENT PARKING

Members considered a report / proposal from CBC regarding an altered arrangement for Moore Crescent car park. The proposal suggested a barrier where the current gates were plus drop-down bollards to existing side car park. The project would be funded by CBC and would enable the car park to more appropriately support events in HHP in accordance with the JVA between the 2 authorities for the management of the park. CBC would follow their procurement process and would aim to implement the project this financial year.

Members expressed some concerns over possible unauthorised traveller incursions. It was advised that should this occur the management of the access could be altered.

Resolved: To support the proposed access arrangements for Moore Crescent car park.

11520 COMMUNITY TREE PLANTING PROJECT

Members considered options for a community tree planting project funded through a CBC grant scheme.

It was noted that this project required a quick turn around as applications for funding had to be submitted by end of February and trees planted by the end of March.

Members felt that this project supported the council's Vision in terms of biodiversity, wildlife and edible planting objectives.

Resolved:

- 1. To support the application to CBC for their Tree Planting Grant Scheme;
- 2. To grant permission for up to 10 trees to be planted on Parkside recreation ground, in a location to be agreed and to request that these trees are selected to assist in meeting the council's biodiversity, wildlife and edible planting objectives.

11521 VISION

Members received an extract from the approved Vision 2020/2024 as it related to the work of this committee.

Members felt that it was encouraging that the council was beginning to progress its aspirations and objectives despite the circumstances around Covid. .

The Chairman declared the meeting closed at 9.11pm

Dated this day of 2021

Chairman

Environment & Leisure Committee

Functions

- To consider any matters referred to it by the Council or other Committees.
- To respond on behalf of the Council to initiatives from other organisations relating to matters under the Committee's jurisdiction.
- To exercise management of health and safety issues in respect of all the services of this Committee.
- To consider and determine any new contracts and any renewals of existing contracts under the jurisdiction of this committee.
- To assemble and submit to the Town Council estimates of income and expenditure for each financial year in respect of all the services of this Committee no later than 30th November each year.
- To monitor periodically the income and expenditure of the Committee.
- To consider and determine any proposed expenditure or reduction in income for which no provision has been made in the approved budget.
- To set the level of charges for facilities in respect of all the services of this Committee and to control the collection of revenues thereof.
- Reviewing policies of the Council as required by the Policy Document Review Schedule
- Annually review its inventory of land and assets including buildings.
- To provide and maintain all recreation grounds and pavilions, open spaces and play areas in the control of the Council.
- To manage and maintain sports provision including football pitches, the bowls green and cricket table.
- To manage and maintain the Houghton Regis Town Cemetery and All Saints Churchyard.
- To provide and maintain seats, noticeboards, litterbins and dog waste bins.
- To purchase and maintain such vehicles and equipment as may be required to carry out the Council's duties in connection with the facilities under the control of the Committee.
- To monitor all matters relating to leases and bye-laws in connection with the facilities under the control of the Committee.

Terms of Reference

- The Environment & Leisure Committee shall function and operate in accordance with the Council's approved Standing Orders.
- The Environment Committee shall consist of seven Councillors. The quorum shall be half of its members (four).
- To appoint sub-committees or working groups as necessary including setting out membership and terms of reference.



ENVIRONMENT & LEISURE COMMITTEE

Agenda Item 8

Date: 7th **June 2021**

Title: Income & Expenditure Report

Purpose of the To provide members with the Income & Expenditure report

Report: to date for the Environment & Leisure Committee.

Contact Officer: Clare Evans, Town Clerk

1. RECOMMENDATION

There are no recommendations arising from this report.

2. BACKGROUND

In accordance with the committee functions a review of the income and expenditure of the committee should be undertaken periodically. Accordingly, this report is presented to each committee meeting detailing the income and expenditure for the specific committee.

The income and expenditure report is provided for reference.

3. ISSUES FOR CONSIDERATION

202-4012 Water Rates

This is disproportionally high as a claim needs to be made to HHP for their water usage

211-4042 Parkside Recreation Ground, Equipment repairs and maintenance

This is a miscode and will be rectified to 211-4037

221-4042 Tithe Farm Recreation Ground, Equipment repairs and maintenance

This is a miscode and will be rectified to 221-4037

231-4037 Orchard Close Recreation Ground, Grounds Maintenance

This is for the play areas surfacing and needs to be recoded to EMR 327 Play Areas

242-4011 Moore Crescent Pavilion, Rates

These have been settled in full for the year

242-4038 Moore Crescent Pavilion, Maintenance Contracts

Annual maintenance for the alarm and CCTV has been completed.

271-4011 Cemetery, Rates

These have been settled in full for the year 291-4011 Outside Services, Rates These have been settled in full for the year

4. COUNCIL VISION

Aspirations

A5 To ensure the **council** is fit for purpose and efficient in its delivery of services

6. IMPLICATIONS

Corporate Implications

• There are no corporate implications arising from this report

Legal Implications

• There are no legal implications arising from this report

Financial Implications

• There are no financial implications arising from this report

Risk Implications

• There are no risk implications arising from this report

Equalities Implications

Houghton Regis Town Council has a duty to promote equality of opportunity, eliminate unlawful discrimination, harassment and victimisation and foster good relations in respect of nine protected characteristics; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

This project / issue does not discriminate.

Press Contact

There are no press implications arising from this report.

6. CONCLUSION AND NEXT STEPS

Due to the implications of Covid-19 the council has adjusted its budget accordingly. Proactive monitoring of the budget will set the council in good stead going forwards and will help to ensure that expenditure and income targets are met. There are no issues or areas of concern to highlight in this report.

7. APPENDICES

Appendix A: Income & Expenditure Report

24/05/2021

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Houghton Regis Town Council

Page 1

Detailed Income & Expenditure by Budget Heading 24/05/2021

Month No: 2

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
201	Village Green Rec Gd								
1082	INC-LETTINGS	0	100	4,000	3,900			2.5%	
	Village Green Rec Gd :- Income	0	100	4,000	3,900			2.5%	0
4036	PROPERTY MAINTENANCE	23	23	0	(23)		(23)	0.0%	
4037	GROUNDS MAINTENANCE	0	0	500	500		500	0.0%	
Vi	llage Green Rec Gd :- Indirect Expenditure	23	23	500	477	0	477	4.6%	0
	Net Income over Expenditure	(23)	77	3,500	3,423				
202	Village Green Pavilion								
1082	INC-LETTINGS	0	0	200	200			0.0%	
	Village Green Pavilion :- Income	0	0	200	200			0.0%	0
4011	RATES	0	0	2,639	2,639		2,639	0.0%	
4012	WATER RATES	0	553	1,200	647		647	46.1%	
4014	ELECTRICITY	140	140	1,015	875		875	13.8%	
4036	PROPERTY MAINTENANCE	0	0	1,000	1,000		1,000	0.0%	
4038	MAINTENANCE CONTRACTS	0	0	200	200		200	0.0%	
4059	OTHER PROFESSIONAL FEES	0	0	0	0	3,475	(3,475)	0.0%	
Vi	llage Green Pavilion :- Indirect Expenditure	140	693	6,054	5,361	3,475	1,886	68.8%	0
	Net Income over Expenditure	(140)	(693)	(5,854)	(5,161)				
211	Parkside Rec Gd								
1082	INC-LETTINGS	0	0	1,740	1,740			0.0%	
	Parkside Rec Gd :- Income	0	0	1,740	1,740			0.0%	0
4013	RENT	0	0	50	50		50	0.0%	
4037	GROUNDS MAINTENANCE	0	0	2,171	2,171		2,171	0.0%	
4042	Equipment Repairs & Maintenance	0	814	0	(814)		(814)	0.0%	
	Parkside Rec Gd :- Indirect Expenditure	0	814	2,221	1,407	0	1,407	36.7%	0
	Net Income over Expenditure	0	(814)	(481)	333				
212	Parkside Pavilion								
4012	WATER RATES	5	45	102	57		57	44.3%	
4014		12	12	406	394		394	2.9%	
	GAS	0	13	152	139		139	8.5%	
4015		0	397	1,015	618		618	39.1%	
	PROPERTY MAINTENANCE	U							
	PROPERTY MAINTENANCE Parkside Pavilion :- Indirect Expenditure	17	467	1,675	1,208	0	1,208	27.9%	0

Houghton Regis Town Council

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Detailed Income & Expenditure by Budget Heading 24/05/2021

Month No: 2

Cost	Centre	Report
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		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
221	Tithe Farm Rec Gd								
1082	INC-LETTINGS	0	0	3,325	3,325			0.0%	
	 Tithe Farm Rec Gd :- Income	0	0	3,325	3,325			0.0%	0
4013	RENT	0	0	5	5		5	0.0%	
4037	GROUNDS MAINTENANCE	0	0	2,476	2,476		2,476	0.0%	
4042	Equipment Repairs & Maintenance	0	814	0	(814)		(814)	0.0%	
	Tithe Farm Rec Gd :- Indirect Expenditure	0	814	2,481	1,667	0	1,667	32.8%	0
	Net Income over Expenditure	0	(814)	844	1,658				
222	Tithe Farm Pavilion		_		_				
4012	WATER RATES	0	52	457	405		405	11.4%	
4014	ELECTRICITY	49	49	711	662		662	6.9%	
4015	GAS	0	13	152	139		139	8.5%	
4036	PROPERTY MAINTENANCE	0	83	1,200	1,117		1,117	6.9%	
	Tithe Farm Pavilion :- Indirect Expenditure	49	197	2,520	2,323	0	2,323	7.8%	0
	Net Expenditure	(49)	(197)	(2,520)	(2,323)				
231	Orchard Close Rec Gd								
1082	INC-LETTINGS	0	0	2,620	2,620			0.0%	
	Orchard Close Rec Gd :- Income	0	0	2,620	2,620			0.0%	
4008	TRAINING/COURSES	1,073	1,073	0	(1,073)		(1,073)	0.0%	-
	GROUNDS MAINTENANCE	21,081	21,081	1,520	(19,561)			1386.9%	
Orc	_ hard Close Rec Gd :- Indirect Expenditure	22,154	22,154	1,520	(20,634)	0	(20,634)	1457.5%	0
	Net Income over Expenditure	(22.454)	(22.454)		22.254				
	-	(22,154)	(22,154)	1,100	23,254				
232	Orchard Close Pavilion								
4012	WATER RATES	0	0	355	355		355	0.0%	
4014	ELECTRICITY	33	33	275	242		242	12.1%	
4036	PROPERTY MAINTENANCE	0	78	600	522		522	13.0%	
Orc	hard Close Pavilion :- Indirect Expenditure	33	111	1,230	1,119	0	1,119	9.0%	0
	Net Expenditure	(33)	(111)	(1,230)	(1,119)				
241	Moore Crescent Rec Gd								
1082	INC-LETTINGS	0	0	2,125	2,125			0.0%	
	Moore Crescent Rec Gd :- Income	0	0	2,125	2,125			0.0%	0

12:57

Houghton Regis Town Council

Detailed Income & Expenditure by Budget Heading 24/05/2021

Month No: 2

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4037	GROUNDS MAINTENANCE	0	0	1,300	1,300		1,300	0.0%	
4042	Equipment Repairs &Maintenance	0	814	0	(814)		(814)	0.0%	
Moo	re Crescent Rec Gd :- Indirect Expenditure	0	814	1,300	486	0	486	62.6%	0
	Net Income over Expenditure		(814)	825	1,639				
242	Moore Crescent Pavilion								
1082	INC-LETTINGS	0	0	200	200			0.0%	
	Moore Crescent Pavilion :- Income	0	0	200	200			0.0%	
4011	RATES	0	4,440	4,525	85		85	98.1%	
4012	WATER RATES	0	224	2,500	2,276		2,276	9.0%	
4014	ELECTRICITY	0	0	1,650	1,650		1,650	0.0%	
4015	GAS	0	154	2,500	2,346		2,346	6.2%	
4036	PROPERTY MAINTENANCE	0	0	2,000	2,000		2,000	0.0%	
4037	GROUNDS MAINTENANCE	1,306	1,306	0	(1,306)		(1,306)	0.0%	
4038	MAINTENANCE CONTRACTS	0	542	550	8		8	98.5%	
Moor	re Crescent Pavilion :- Indirect Expenditure	1,306	6,666	13,725	7,059	0	7,059	48.6%	0
	Net Income over Expenditure	(1,306)	(6,666)	(13,525)	(6,859)				
243	Moore Crescent Bowling Gn								
1082	INC-LETTINGS	0	0	6,000	6,000			0.0%	
	Moore Crescent Bowling Gn :- Income	0	0	6,000	6,000			0.0%	0
4037	GROUNDS MAINTENANCE	0	0	5,550	5,550		5,550	0.0%	
Moore C	rescent Bowling Gn :- Indirect Expenditure	0	0	5,550	5,550	0	5,550	0.0%	0
	Net Income over Expenditure	0	0	450	450				
271	Houghton Regis Cemetery								
1084	Income Burial Fees	0	2,411	12,000	9,590			20.1%	
	– Houghton Regis Cemetery :- Income		2,411	12,000	9,590			20.1%	
4011	RATES	0	1,010	1,120	110		110	90.2%	
4012	WATER RATES	0	0	203	203		203	0.0%	
4020	MISC. ESTABLISH.COST	0	0	3,500	3,500		3,500	0.0%	
Hough	ton Regis Cemetery :- Indirect Expenditure	0	1,010	4,823	3,813	0	3,813	21.0%	0
	Net Income over Expenditure	0	1,400	7,177	5,777				

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Houghton Regis Town Council

Detailed Income & Expenditure by Budget Heading 24/05/2021

Month No: 2

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
272	All Saints Churchyard								
4028	Bedford Road Wall	0	0	1,500	1,500		1,500	0.0%	
All	Saints Churchyard :- Indirect Expenditure	0	0	1,500	1,500	0	1,500	0.0%	0
	Net Expenditure	0	0	(1,500)	(1,500)				
281	Public Open Spaces		_		_				
4037	GROUNDS MAINTENANCE	0	0	500	500		500	0.0%	
4217	HHP Project Contribution	0	0	5,406	5,406		5,406	0.0%	
	Tr from EMR Former Railway Lln	0	0	(3,000)	(3,000)		(3,000)	0.0%	
	Public Open Spaces :- Indirect Expenditure	0		2,906	2,906		2,906	0.0%	
	_				· .	•	_,000	0.070	·
	Net Expenditure _	0	0	(2,906)	(2,906)				
282	Play Areas (all)								
4017	HEALTH & SAFETY	0	0	508	508		508	0.0%	
4037	GROUNDS MAINTENANCE	0	0	1,523	1,523		1,523	0.0%	
4042	Equipment Repairs &Maintenance	390	668	4,568	3,900		3,900	14.6%	
	Play Areas (all) :- Indirect Expenditure	390	668	6,599	5,931	0	5,931	10.1%	0
	Net Expenditure	(390)	(668)	(6,599)	(5,931)				
283	Street Furniture (Formerly Bus								
_	PROPERTY MAINTENANCE	0	0	508	508		508	0.0%	
	<u> </u>								
	Street Furniture (Formerly Bus :- Indirect Expenditure	0	0	508	508	0	508	0.0%	0
	Net Expenditure	0	0	(508)	(508)				
291	Outside Services								
_	Income Miscellaneous	0	291	5,000	4,709			5.8%	
	Outside Services :- Income	0	291	5,000	4,709			5.8%	0
4006	PROTECTIVE CLOTHING	0	192	1,269	1,077		1,077	15.1%	
4008	TRAINING/COURSES	0	315	3,000	2,685		2,685	10.5%	
4011	RATES	0	8,733	8,900	168		168	98.1%	
	WATER RATES	0	0	914	914		914	0.0%	
4012	WITEITINEO						44.005	05.00/	
	RENT	0	3,875	15,500	11,625		11,625	25.0%	
4013		0	3,875 0	15,500 1,820	11,625 1,820		1,820	0.0%	
4013	RENT ELECTRICITY		· ·	·	•		•		

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Houghton Regis Town Council

Detailed Income & Expenditure by Budget Heading 24/05/2021

Month No: 2

		Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4018	REFUSE DISPOSAL	0	1,166	18,300	17,134		17,134	6.4%	
4020	MISC. ESTABLISH.COST	0	0	200	200		200	0.0%	
4021	COMMUNICATIONS COSTS	12	24	150	126		126	16.0%	
4025	INSURANCE	0	0	200	200		200	0.0%	
4036	PROPERTY MAINTENANCE	0	5	1,000	995		995	0.5%	
4038	MAINTENANCE CONTRACTS	0	283	600	317		317	47.2%	
4039	HORTICULTURAL SUPPLIES	0	0	2,030	2,030		2,030	0.0%	
4040	Tree maintenance	0	0	2,000	2,000		2,000	0.0%	
4041	Tree Survey	0	0	6,000	6,000		6,000	0.0%	
4042	Equipment Repairs &Maintenance	292	1,275	8,120	6,845	235	6,610	18.6%	
4044	VEHICLE FUEL	12	2,104	9,000	6,897		6,897	23.4%	
4045	VEHICLE TAX & INSURANCE	0	0	914	914		914	0.0%	
4059	OTHER PROFESSIONAL FEES	0	0	2,000	2,000		2,000	0.0%	
	Outside Services :- Indirect Expenditure	317	17,987	82,527	64,540	235	64,304	22.1%	0
	Net Income over Expenditure	(317)	(17,696)	(77,527)	(59,831)				
299	Env Capital & Projects								
1074	External Grant	0	0	5,000	5,000			0.0%	
	Env Capital & Projects :- Income	0	0	5,000	5,000			0.0%	0
4053	Loan payments- Moore Cres. Pav	0	0	24,069	24,069		24,069	0.0%	
4851	CAP-Machinery Renewals	0	0	20,000	20,000		20,000	0.0%	
4856	CAP - Street Furniture	0	0	3,000	3,000		3,000	0.0%	
4858	CAP - PLAY AREAS & EQPT	0	0	15,000	15,000		15,000	0.0%	
4862	CAP - Cemetery Provision	0	0	16,000	16,000	6,000	10,000	37.5%	
4871	CAP - Pavilion Renovations	0	3,840	25,000	21,160		21,160	15.4%	
En	v Capital & Projects :- Indirect Expenditure	0	3,840	103,069	99,229	6,000	93,229	9.5%	0
	Net Income over Expenditure	0	(3,840)	(98,069)	(94,229)				
	Grand Totals:- Income	0	2,802	42,210	39,408			6.6%	1
	Expenditure	24,428	56,260	240,708	184,448	9,710	174,738	27.4%	
	Net Income over Expenditure	(24,428)	(53,458)	(198,498)	(145,040)				
	-								



Environment & Leisure Committee

Agenda Item 9

Date: 7th **June 2021**

Title: PARKSIDE FAMILY GAMES & SEATING AREA

Purpose of the To enable members to consider a project to deliver a family

Report: games area on Parkside Recreation ground.

Contact Officer: Clare Evans, Town Clerk

1. RECOMMENDATION

To support the establishment of a family games and seating area within Parkside Recreation Ground.

2. BACKGROUND

This project is being put forward in support of the Vision, specific reference is provided below.

3. THE PROJECT

The purpose of the project is to create a youth and family area within Parkside Recreation Ground. The area would comprise:

- A central pergola with picnic style seating underneath
- Overhanging plants to be of a variety with attracts and supports insect life whilst being aesthetically pleasing
- Fanning out from the pergola to create planting beds comprising edible plants such as herbs, fruit bushes and a sensory area using herbs
- Wildflower areas scattered in the locality
- Between the planting beds to create family game areas
- The area could also include a nature trail incorporating bird boxes, hedgehog boxes, bug hotels, butterfly houses
- Tree area such as a willow circle / arch / tepee, tree avenue

It is hoped to deliver this project in partnership with the community (local groups, residents, young people).

The Mayor has also expressed a willingness to be involved in this project to perhaps incorporate a reflective area to support mental wellbeing / mindfulness.

4. PROJECT COST

	Anticipated Budget
Picnic Benches	3 at £400 each - £1200
Litter bins	1 at £400
Pergola	£5,000
Planting	£1,000
Family games	£3,000
Nature trail	£400
Miscellaneous	£1,000
Total	£12,000

A grant opportunity arose recently for VERU funding from the Police and Crime Commissioner. An application was made to fund the pergola element of this project. This application was successful and a grant of £3,155 has been awarded.

The following budgets are available to this committee:

299-4856 Capital Street Furniture £3,000 299-4858 Capital Play Areas & Equipment £5,000

Members are advised that should this project be agreed this would use the budget available for new seating and bins elsewhere in the town. If this is not desirable, the project could be:

- scaled back with reduced seating, games or planting;
- or delivered in phases.

5. COUNCIL VISION

Aspirations

A1 To develop and enhance **partnerships** between HRTC, stakeholders, partners, community groups and residents

Objective 1: Grow your own

- 1.4 Encourage healthy eating and food awareness
- 1.5 To increase edible planting
- 1.6 Enhance biodiversity and support wildlife

Objective 3: A safe and vibrant town

3.1 To reduce the fear of crime, anti-social behaviour and crime levels

Objective 4: Our community

4.1 To create or enhance community facilities which support community development and cohesion

- 4.2 To enhance existing facilities to enable improved community use and accessibility
- 4.3 To provide activities for young people, families and older people
- 4.5 To provide high quality green spaces for leisure and recreation, healthier living, urban attractiveness, improved air quality
- 4.6 To provide a range of play facilities for all to enjoy

6. IMPLICATIONS

Corporate Implications

- Staff implications to keep the project costs low it is anticipated that much of the ground preparation and installation work will be completed in house.
- Consultation to secure community engagement consultation will be carried out on the design of the project

Legal Implications

• There are no legal implications arising from the recommendations

Financial Implications

- Financial Regulations procurement processes will be followed
- Budget available this project will largely utilise 299-4856 Capital Street Furniture £3,000 and 299-4858 Capital Play Areas & Equipment £5,000

Risk Implications

• There are no risk implications arising from the recommendations

Equalities Implications

Houghton Regis Town Council has a duty to promote equality of opportunity, eliminate unlawful discrimination, harassment and victimisation and foster good relations in respect of nine protected characteristics; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

This project / issue does not discriminate.

Press Contact

The decision relating to this agenda item will be communicated to the press, via the website and social media.

7. CONCLUSION AND NEXT STEPS

This proposed project meets many objectives within the Council's Vision. It will establish a seating and family games area within Parkside Recreation Ground for all to enjoy.

8. APPENDICES

Appendix A – Family game examples

Appendix A – Images

The site



The pergola



Family games





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Environment & Leisure Committee

Agenda Item 10

Date: 7th **June 2021**

Title: RECYCLING AT PARKS AND OPEN SPACES

Purpose of the To advise members on waste collection in parks and play

Report: areas.

Contact Officer: Clare Evans, Town Clerk

1. RECOMMENDATION

1. To conduct an anti-litter campaign over the summer including information on what happens to waste in the parks and play areas;

2. To replace bins should the budget be available in due course.

2. BACKGROUND

Within the Vision is a desire to improve recycling by the council. One way of achieving this is to provide dual purpose bins within the HRTC managed sites.

3. ISSUES FOR CONSIDERATION

Currently the town council has the following bins:

	Litter Bins	Dog Bins
Tithe Farm Recreation Ground	1	6
Orchard Close Recreation Ground	3	2
Village Green	9	6
Moore Crescent Recreation Ground	1	2
Parkside Recreation Ground	6	8

Waste from litter bins is collected by the grounds team and placed in the skip located at the Cemetery. This is then emptied by a licenced contractor and taken to a waste transfer station. The waste is then sorted into general waste, recyclable waste, green waste and hardcore. Effectively waste collected by the Council is sorted and disposed of as appropriate. However from a member of the publics perception it does not look like the council are facilitating recycling within parks.

Members are also advised that people often do not dispose of waste correctly in dual bins and as such it has to be sorted anyway.

For information the cost of a dual bin is around £650 +VAT.

Should members be minded to replace any bins (reflecting back on the previous agenda item) it is suggested that the 2 bins in the Village Green Playground could do with replacing due to their condition. A budget of around £1200 would be required for this.

Other options around recycling could include:

- Publicity material at parks, noticeboards, social media and the website on what can and cant
 be recycled using the Keep Britain Tidy 'Love Parks campaign
 https://www.keepbritaintidy.org/news/new-campaign-launched-face-littering-epidemic-parks?gclid=EAIaIQobChMI1viZ4PTp8AIVhLLVCh34nAejEAAYASACEgLbEPD BwE
- Seeking to develop a community project to make bins from pallets

4. COUNCIL VISION

Objective 2: A Greener Cleaner Houghton Regis

2.2 To increase recycling by the council

Objective 3: A safe and vibrant town

3.2 To reduce enviro crime

6. IMPLICATIONS

Corporate Implications

• There are no corporate implications arising from the recommendations.

Legal Implications

• There are no legal implications arising from the recommendations

Financial Implications

• Budget – use would need to be made of 299 299-4856 Capital Street Furniture £3,000

Risk Implications

• There are no risk implications arising from the recommendations

Equalities Implications

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This project / issue does not discriminate.

Press Contact

There are no press implications arising from the recommendations

7. CONCLUSION AND NEXT STEPS

As litter collected from parks and play areas is sorted at the waste transfer station, it is suggested that it is not necessary to seek to replace existing bins with dual purpose bins. However it is suggested that publicity is provided to advise that any waste disposed of within these areas is sorted and disposed of according to its type, of what can and cannot be recycled and an anti litter campaign in keeping with the Keep Britain Tidy Love Parks campaign.

8. APPENDICES

None



Environment & Leisure Committee

Agenda Item 11

Date: 7th **June 2021**

Title: WILDFLOWER PLANTING

Purpose of the To enable members to consider a project to deliver

Report: wildflower areas in the town.

Contact Officer: Clare Evans, Town Clerk

1. RECOMMENDATION

To seek to deliver wildflower community bombing events in the following locations (subject to landowner approval):

- The overgrown piece of land behind the fence on Woodlands Avenue
- Land adjacent to Frogmore Rd
- Woodside Link Community Orchard
- The old part of the Cemetery under the trees

2. BACKGROUND

This project is being put forward in support of the Vision.

3. ISSUES FOR CONSIDERATION

Members are requested to consider a project to sow wildflowers to support wildlife and biodiversity. In doing so however the following points should be born in mind:

By their nature wildflowers spread their seed and germinate in surrounding areas. Any areas identified for wildflower sowing should be compatible with surrounding land uses.

It is not suitable to sow wildflower seeds close to sports pitches due to seed spread. Residents may also object due to seed spread into their gardens.

In periods of dry weather these areas can become tinder dry and do pose a fire risk. Once area has flowered, plants are left to dry before cutting, during this time some may feel that the area looks neglected.

Some areas have been suggested including:

- Village Green along the fence line
- Outside the Memorial Hall
- The overgrown piece of land behind the fence on Woodlands Avenue
- The bund opposite The Chequers
- Opposite Treow House
- Around the carpark at Parkside Recreation ground
- Land adjacent to Frogmore Rd
- Woodside Link Community Orchard
- The old part of the Cemetery under the trees

The agenda item for Parkside recreation ground does include reference to wildflower planting, possibly as an extension to the tree copse.

4. COUNCIL VISION

Objective 1: Grow your own

1.6 Enhance biodiversity and support wildlife

Objective 4: Our community

4.5 To provide high quality green spaces for leisure and recreation, healthier living, urban attractiveness, improved air quality

6. IMPLICATIONS

Corporate Implications

• There are no corporate implications arising from the recommendations.

Legal Implications

• There are no legal implications arising from the recommendations

Financial Implications

• Budget available – 291-4039

Risk Implications

• There are no risk implications arising from the recommendations

Equalities Implications

Houghton Regis Town Council has a duty to promote equality of opportunity, eliminate unlawful discrimination, harassment and victimisation and foster good relations in respect of nine protected characteristics; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

This project / issue does not discriminate.

Press Contact

The decision relating to this agenda item will be communicated to the press, via the website and social media.

7. CONCLUSION AND NEXT STEPS

The creation of wildflower areas supports the council's Vision, however the location of such areas needs careful consideration so that the area is compatible with its surroundings.

8. APPENDICES

None



ENVIRONMENT & LEISURE COMMITTEE

Agenda Item 12

Date: 7th **June 2021**

Title: TITHE FARM RECREATION GROUND SPORTS

PROJECT UPDATE

Purpose of the

To update members on the Tithe Farm Recreation Ground

Report: Sports Project.

Contact Officer: Clare Evans, Town Clerk

1. RECOMMENDATION

To be advised in due course.

2. BACKGROUND

This project comprises an all-weather pitch, new changing rooms and car parking on Tithe Farm recreation ground. The project is being developed and progressed in partnership with Central Bedfordshire Council (CBC) and the Beds Football Association (Beds FA). Funding for the project is likely to come from the Town Council, CBC and the Football Foundation.

The council has appointed a Bid Consultant and a Design Architect to support the project development.

3. PROJECT SUMMARY

Members are advised of the following:

Land Registry

The application to register the land has been made to the Land Registry (October 2020). The cheque has been cashed so it is hoped that the application is being progressed, although no update has been provided by the Land Registry directly. Advice received suggested that the Land Registry may be taking up to 9 months to progress applications;

Site layout plan & design

Following on from feedback from members the site layout and pavilion design has been adjusted. The Football Foundation have provided their support for the design and layout. At the time of preparing the agenda final tweaks were being made to the internal layout

of the pavilion. As such plans will be circulated to members as soon as available.

Football Foundation (FF) AGP framework

Members will find attached the FF framework for the development of the pitch (Appendix A). The pitch will be delivered in accordance with this framework which seeks to ensure best value for the level of quality required. Procurement through the Framework will be used rather than procurement through the Council's Financial Regulations. This sis a requirement of the FF.

Pre Application Advice

Members are advised that pre application advice (10th May 2021) is being sought from CBC. An update will be provided at the meeting if possible.

It is anticipated that the following reports will be required by CBC Planning

Highways survey, approx. £1500

Ecology & Bats

Drainage

It is not anticipated that a noise impact assessment will be required due to current use of the site

Local consultation

A FAQ sheet is being put together for delivery to local residents and also for electronic circulation.

Football Foundation (FF)

The following surveys have been carried out:

- Site Ground Investigation report
- Topographical report

The reports did not raise any significant issues of concern.

The FF will review the reports comprehensively and will now prepare the feasibility report plus surveys to initiate Stage 3 of the Framework (1st Stage Tender).

Members are advised that now the surveys are returned the Bid Consultant will need to submit the project outline form to the FF. The form requires two contacts from the Town Council. The Clerk will be the main contact. It is suggested that the Chair of the Committee be the second contact. Both contacts will be required to sign paperwork on behalf of the Council.

4. PROJECT FUNDING

The following provides basic financial information which is indicative only as costs are heavily dependent on design, which is yet to be finalised.

Provisional project cost: £1,350,000

To be funded as follows:

£160,000	CBC (s106	Confirmed
	contribution)	
£230,575	HRTC deferred	Funding available
	income	
£800,000	Football Foundation	Grant not secured to date although

	(TBC)		working closely with FF and Beds FA
£38,020	CBC (s106 contribution) CB/14/03047/OUT - Outdoor sport		Applied for
£121,404	HRTC – EMR 322 Pavilion renovation		Funding available, however transfer form EMR needs to be confirmed through Committee as not included in budget
	Balance	£0	

Further advice from the design architect is anticipated along with the site layout and pavilion design. Members will be updated in due course.

5. COUNCIL VISION

Aspirations

A1 To develop and enhance **partnerships** between HRTC, stakeholders, partners, community groups and residents

Objective 3: A safe and vibrant town

3.1 To reduce the fear of crime, anti-social behaviour and crime levels

Objective 4: Our community

- 4.1 To create or enhance community facilities which support community development and cohesion
- 4.2 To enhance existing facilities to enable improved community use and accessibility
- 4.3 To provide activities for young people, families and older people
- 4.5 To provide high quality green spaces for leisure and recreation, healthier living, urban attractiveness, improved air quality
- 4.7 To support local organisations

6. IMPLICATIONS

Corporate Implications

• There are no corporate implications arising from the recommendations.

Legal Implications

• There are no legal implications arising from the recommendations

Financial Implications

• The council needs to give consideration to design requirements to enable cost implications to be more accurately assessed.

Risk Implications

• The siting of a 3G facility over a sewer and a manhole cover poses a risk. The report details the level of risk and makes suggestions to minimise the risk.

Equalities Implications

Houghton Regis Town Council has a duty to promote equality of opportunity, eliminate unlawful discrimination, harassment and victimisation and foster good relations in respect of nine protected characteristics; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

This project / issue does not discriminate.

Press Contact

• There are no press implications arising from the recommendations

7. CONCLUSION AND NEXT STEPS

To maintain the scope of the project and to reduce the risk to the council it is suggested that Option 2 be supported. This reduces the risk but the assurance to the FF is still required as the 3G remains over the line of the sewer albeit not over a manhole cover.

8. APPENDICES

Appendix A Football Foundation (FF) AGP framework

A GUIDE TO THE **ARTIFICIAL PITCH FRAMEWORK**

2020 - 2024







TOGETHER For Football

INTRODUCTION

The purpose of this guidance is to introduce the Football Foundation Framework for delivering artificial grass pitches (AGP's). This document explains what the Framework is and the process of using it. Further information on the detail of the Framework Alliance Contract itself can be found in our "Guide to the Framework Alliance Contract"

The Football Foundation has developed the Framework as a 'turn-key' package that ensures best value for the level of quality required of grant funded projects.

The Foundation has procured three frameworks to support the delivery of AGP's:

- · management consultant services;
- · independent testing services; and
- the supply of 3G pitches.

Each Framework is fully compliant with the Official Journal of the European Union (OJEU) procurement rules.

The Framework will provide a service that includes the design, manufacture, supply and installation of the AGP as well as other construction works in connection with the provision of the facility. It will also provide contract administration, cost management, Health & Safety compliance and independent testing to FIFA Quality standards.

The Framework is in its third iteration, having first been established in 2011, and now adopts Early Contractor Involvement (ECI) to provide you with the best solution, through first class customer support and innovative design. It is a manufacturer-led framework, with one point of responsibility placed with the carpet manufacturer for the delivery of your pitch, including associated items such as, floodlights, fencing and sports and maintenance equipment.

Applicants will also benefit from a robust Manufacturer backed Warranty for the completed pitch.



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PROJECT BRIEF

Stage 1

Following an initial meeting(s) with The Football Foundation's Engagement Manager (EM), the EM will discuss with you the project brief and determine if your project is suitable to progress to the next step in the application process. They will also provide you with access to a suite of information about the Framework to allow you to make an informed decision that the process is right for you.

The information you can access will include a copy of the Framework Alliance Contract (FAC-1). The FAC-1 is a contract based on collaboration and all parties sign up to it as Alliance Members. It is important to note that within the contract the Football Foundation is referred to as "The Client" and you will join the contract for the duration of the project as an "Additional Client". You will do this by signing a "Joining Agreement (JA)" which will enable you to award a contract to an AGP Supplier.

Once you have signed the JA and entered into the Framework, you will be invited to host an Initial meeting at your site with the Football Foundation's Technical Project Manager (TPM). This is an important meeting as it establishes the project brief and forms the basis of the feasibility report. They will also discuss with you:

- The principal terms and conditions of any funding arrangements.
- The full scope of your requirements and the requirements of a Framework project.
- Potential site constraints.
- The terms of reference for the Framework Managing Consultant (FMC) and the Specialist Testing Consultant (STC) including duties and form of appointment.
- The standard contractual arrangements and processes to be followed.
- An understanding of what makes up the total project costs.
- The high-level programme / likely delivery timescales.

FEASIBILITY

Stage 2

On completion of Stage 1 and receipt of the Joining Agreement the TPM will instruct a specialist survey company to undertake an initial set of required surveys based on pre-agreed rates. The cost of these will be covered by the Football Foundation. These will typically include:

- Desk top review of the site from readily available records
- Utility searches
- Intrusive Ground Investigation (such as trial pitting or driven tube sampling)
- Drainage capacity survey
- Laboratory testing
- Topographical survey
- Electrical capacity survey
- For refurbishment projects a specialist survey that determines the make-up of the existing pitch and its base construction.

You will be provided with a copy of the Feasibility Report and the survey information for your records.

It is important to note that further surveys may be required dependant on the outcome of the initial surveys or at the request of the Local Planning Authority (LPA) and will form part of the AGP Suppliers Pre-Contract Services Agreement (PCSA) at Stage 4.

TENDER PHASE

Stage 3

The appointment of the Framework Managing Consultant (FMC) is a very important part of the process as they provide a unique mix of independent services that are consistent, cost effective and removes the need for you to appoint any other consultant.

The fees for the FMC will be paid for directly by the Football Foundation and you will contract with the FMC through a Collateral Warranty. A Collateral Warranty is a contract between the consultant (warrantor) and its client (beneficiary). Essentially they are a 'workaround' to create a direct contractual link which may not otherwise exist.

Who is the FMC?

The FMC is Robinson Low Francis (RLF) - a national construction and property consultant which has a dedicated AGP Framework team based in its offices in Birmingham. RLF has worked on three successive AGP frameworks over an eight year period and was appointed as FMC for the current Framework via a full OJEU tender process. During stage 3 the FMC will:

- Ensure the brief and feasibility is robust
- Produce a budget estimate for your project
- Produce the Employers Requirements document
- · Gather and review Health & Safety information
- Issue the 1st Stage tender documents to the suppliers
- Review and report on tender returns
- Formalise the appointment of the Supplier based on the PCSA
- Perform the role of Employer's Agent, Cost manager and CDM Advisor during the Construction phase

A "Two Stage Design & Build" Approach

All awards of work will involve a "Competitive Award" procedure and competition will take place once the FMC has issued the tender pack to the six suppliers. Each supplier shall respond to the "Invitation to Tender" and submit a lump sum as a "Guaranteed Maximum Price" (GMP). The GMP shall consist of a "Fixed Price" for above ground works and a "Maximum Price" for below ground works. Following evaluation of the tender returns the FMC will issue its report and recommendation to you and to the Foundation. Subject to the analysis being acceptable, the FMC will draft a Pre Contract Services Agreement (PCSA) between you as the Employer and the successful supplier to undertake services to develop the design of your pitch.

DESIGN DEVELOPMENT

Stage 4

Tender Award

On award of the PCSA contract, the Supplier shall then work collaboratively with the Project Team to develop its detailed design proposals and prepare and submit a full planning application to the Local Planning Authority (LPA).

During the Design Development stage, the FMC and Supplier shall convert the GMP to the "Contract Sum" through further below ground investigation, design development and potential value engineering opportunities. Further site specific surveys may also be required at this point to either aid the design development or as a requirement of the LPA. Once planning permission is obtained and the design finalised all project costs are therefore identified resulting in an agreed "Contract Sum" which is then fixed for the duration of the Project. (Subject to any agreed provisional sum allowances or client changes).

The Supplier is entitled to a fee for the PCSA works and as the Client, you will be responsible for the payment of this. This is a fixed fee, however should further surveys be required these would attract additional cost. It should be noted that this is an eligible project cost which can be included as part of your partnership funding towards the project.

Planning Process

The Supplier will submit a planning application to the LPA on your behalf. The Supplier will be responsible for responding to any queries from the LPA and for discharging any conditions of award. A LPA usually has up to eight weeks to make a decision on minor applications and up to thirteen weeks for major development (Any pre-construction conditions will be required to be discharged and could potentially add up to a further ten weeks. The process seeks to avoid this where possible).

What can I expect from the FMC in this stage?

During this stage the FMC will complete the following tasks:

- Draft the contract documentation incorporating the PCSA
- Agree the project programme
- Work collaboratively with the Supplier to ensure the project will deliver Best Value and agree the final Contract Sum
- Check and challenge the detailed design process
- Complete duties under Construction (Design and Management) Regulations 2015.

CONSTRUCTION

Stage 5

After a Grant Award

If you receive an offer of a grant from the Football Foundation the project is then in position to move forward and the construction phase can begin once any conditions of grant or planning have been discharged.

At the start of this stage the FMC will prepare an "instruction to proceed" based on the previously agreed JCT Design and Build (2016) contract..

During this stage the Supplier takes responsibility for the successful delivery of your pitch. This stage will begin with a pre-start meeting at your site. The meeting will be chaired by the FMC and you will be invited to attend, along with the Foundation and the Supplier. It is an opportunity to:

- Clarify roles, responsibilities and lines of communication.
- Hand over outstanding documents and issue outstanding information
- Discuss the programme and agree start and completion dates.
- Agree procedures for dealing with queries and issuing instructions.
- Agree site access procedures and issues.
- Agree meeting schedules, meeting structures and attendees.

The Supplier, FMC and STC are all bound by the terms of the Framework agreement which dictates the processes that they must follow and the quality standards that they must meet.

Who is the Specialist Testing Consultant?

Sports Labs are leading international experts in sports surface development and testing. They are fully accredited and certify hundreds of products for FIFA, World Rugby, and Fédération Internationale de Hockey in addition to countless other quality control tests.

During construction the STC will visit your site and complete Key Stage Inspections (KSI) to ensure the construction of your pitch is to a high standard and meets the Framework requirements. The Supplier cannot move on to the next stage of construction until it has successfully passed the KSI. Ultimately the STC will test and certify your pitch to the FIFA Quality standard.

The fees for the STC's services will again be paid directly by the Football Foundation and you will be provided with a Collateral Warranty.

HANDOVER

Stage 6

This is the really exciting stage when your new pitch is handed over to you and play can begin.

At or just prior to the Handover date the STC will undertake the all-important FIFA quality tests and certify that the pitch can be placed on the FIFA register as an approved FIFA standard facility. They will also undertake final checks to ensure that the Floodlight installation meets the required performance standards and they will do their own initial snagging inspection.

On hand-over day the FMC will arrange a site meeting which the Project Team will attend. The FMC and STC will both inspect the pitch and list any 'snagging' items that will need to be rectified under the terms of the contract. You will also be shown how to maintain your pitch using your new maintenance equipment that is provided as part of the Framework.

During the meeting the Operation and Maintenance Manual and Health & Safety File will be provided to you for future reference on all the construction, product and maintenance details.

At the end of the meeting the FMC will ask you for feedback on the framework process so that any lessons learned can be fed back to the Framework Alliance members for the purposes of continuous improvement of the Framework. You will also be asked to provide a score against various success measures which will form part of the Supplier performance management process.

Once all of the tests and checks are complete, the FMC will issue a Practical Completion Certificate which brings the construction phase of the project to an end and possession of the site will pass back into your control and the pitch can then be used

You will then be able to plan your opening event to showcase your fantastic new facility.

DEFECTS PERIOD

Stage 7

This stage lasts for 12 months following hand-over and is known as the 'Defects Period'. During this time should your new pitch show any defects you should notify the FMC, who will record each issue and create a defects list. If the issue needs early / urgent attention, the FMC will arrange for the Supplier to attend site and correct said defect, otherwise the list of issues will be addressed at the end of the defects period...

While you will be responsible for the daily/weekly maintenance of your pitch, as part of the Framework the Supplier will return to your pitch six times in the first year to undertake more detailed maintenance procedures. After this first year you will be responsible for ensuring your pitch has a robust maintenance programme in place.

You will retain 2.5% of the Contract Sum for this 12 month period to ensure the Supplier returns to remedy any defects promptly. At the end of this stage the STC will return to site and do their final performance test and the FMC will return to site, carry out a final inspection and issue the final making good of defects completion certificate. At this time the FMC will also certify that the retention sum should be released, and you will receive a final supplier invoice for this amount.

The Supplier will continue to visit every six months for a further three years to inspect the pitch and provide written reports on its condition. This advice will make sure you are in the best position to maintain the high quality of your asset and to ensure ongoing compliance with the grant award conditions.

THE SUPPLIERS

Who will build your pitch?

The Foundation has procured six specialist synthetic turf manufacturers to partner with on its AGP Framework. These are Suppliers who embody the values of the Foundation and will work as part of an integrated project team to deliver mutual objectives for successful project outcomes. Most of the suppliers on the Framework have a contracting partner to deliver the construction works. Your contract will be with one of the synthetic turf manufacturer. The six suppliers are:

- CC Grass (with The Malcolm Group)
- Field Turf (with S&C Slatter)
- Lano Sports (with Cleveland Land Services)
- Limonta Smith
- Support In Sport
- Tiger Turf (with McArdle Sport-Tec)

Each Supplier is also expected to work collaboratively with each other, in achieving a number of Framework Objectives, those being:

- Environmental Considerations
- Training & Employment
- Local Supply Chain Engagement
- Commitment to Framework Initiatives
- Commitment to Framework Collaboration

The Suppliers are within a "Multiple Provider" framework. The method of awarding works to the AGP Suppliers will be primarily by the use of a "Competitive Award Procedure".

The award criteria is based on Most Economically Advantageous Tender (MEAT) criteria. The Foundation has determined the appropriate weighting applied on each competitive award procedure with the balance between quality and cost, relative to the nature of the project.

THE CONSTRUCTION CONTRACT

Design & Build

The overall approach to project delivery is "Two-Stage Design & Build". The articles of Agreement and Conditions of Contract will be the JCT Design and Build Contract (2016) (incorporating Pre-Construction Services).

The main objective of using a two-stage design & build approach to the Framework is to secure the early involvement of the AGP Supplier and to establish relationships between you and the team that will be designing and delivering your project.

By coming on board at an early stage and knowing that they will eventually be appointed to build the new pitch, the Supplier will be more willing and able to commit its resources to the project.

Using the Suppliers' expertise will enable the Project Team to determine the best approach to the individual project in terms of buildability and efficiency to deliver the most optimal technical and economical design solution.

By developing the detailed design and preparing the planning application, the Supplier will gain an early and detailed understanding of your project and any opportunities or constraints that need to be addressed. It will also enable a more proactive approach to dealing with any planning conditions as these can be identified and addressed at a much earlier stage

Mitigation of risks

All forms of procurement have an element of risk but different approaches will place the burden of risk on different parties to the contract. The proposed approach to the Framework through the combination of the Framework Alliance Contract and the two stage D&B contract seeks to share and manage risk within a controlled environment.

Before being awarded a grant what is my risk?

The Foundation requires a good level of certainty that a project can be delivered before it commits to awarding a grant. Each project requires cost certainty and planning approval and there are obviously costs involved in getting to this stage. In order to share the risk of this the Foundation has committed to covering the costs of the base surveys and the consultant services. Your share of the risk is the cost of the Suppliers Pre-Construction Services. The Foundation has negotiated a fixed fee for this work which incorporates the development of the design and the planning application stage. However this stage may require further surveys at the request of the LPA, for example these could include Traffic Impact Assessments, Ecology or Noise Impact surveys and are very much site dependant. The cost for such surveys does not form part of the fixed fee and would be an additional cost to you.

What happens if I decide not to continue with the project pre-contract?

If, through circumstances within your control, you decide not to continue with the project prior to the construction contract having been signed, the Foundation reserves the right to seek payment for any costs it has expended. Should it be for circumstances beyond your control the Foundation will not seek recompense.

How do we guarantee Best Value?

In order to provide you with a facility that represents high quality for the best value, the Framework has been procured via a competitive OJEU compliant process. This means:

- The FMC and STC are single provider frameworks that were procured based on an "all market" compliant tender process and the resulting fee levels are fixed at very competitive levels which are far lower than would be the case if procuring individual consultants for each project;
- The Supplier Framework was also procured via an "all market" competitive tender process and the six suppliers were all selected on a Most Economically Advantageous Tender criteria;
- All projects will go through a first stage competitive mini tender process with all six suppliers invited to tender for each project, so the resulting first stage tenders will be competitive, whilst also covering all known risks;
- During the stage 2 tender process the FMC will work closely with the preferred supplier to identify any potential savings against the 'GMP'. Savings will be shared 50:50 but in the case the costs increase, these will be borne by the supplier.

The Framework contract itself utilises two incentivisation schemes to ensure the suppliers perform to the highest standards and seek the most cost effective design solutions.

Scheme #1 is a process of value engineering with a shared pain/gain mechanism (with incentivisation) to manage the difference between the guaranteed maximum price (GMP) and the contract sum referred to in the particular Project Contract. The GMP shall not be exceeded during the design development stage so that any cost overruns shall be borne completely by the Supplier (save for any changes or agreed "provisional" items). If the actual cost of the Project is less than the GMP, any such cost savings will be shared 50:50 between the Foundation, by way of a reduction of the final grant amount, and the Supplier.

Scheme #2 allows for 3% of the contract sum to be held in an 'Incentive Pot' until completion of the relevant works/services. The Pot will be released on agreement of Final Account and only on satisfactory achievement of the set "Qualifying Success Measures", which are:

- · Quality of Completed Facility;
- Time Predictability (Construction Period);
- Cost Predictability (Contract Sum/Final Account); and
- End User Satisfaction

What if there is a disagreement with the Supplier?

In the spirit and ethos of the Framework any contractual matters such as delays, variations or claims will be dealt with via discussion and agreement between the parties and a formal contractual approach will only be taken in the unlikely event that a formal dispute arises.

GLOSSARY OF TERMS

3G - Third generation is the latest artificial pitch technology. 3G surfaces are made up of long pile synthetic grass with a mix of sand and rubber infill. This gives the unique texture of natural grass and provides even play. The "rubber crumb" also has shock absorbent qualities, and helps to keep the synthetic grass upright. It is likely the use of rubber crumb will be phased out in the future as new technology is developed.

AGP Supplier - The Supplier is a manufacturer of artificial grass surfaces. With its contracting partner it carries out detailed and technical designs, obtains statutory consents and supplies and installs the pitch, associated works and services.

Design & Build (D&B) – This form of procurement works on the basis that the main contractor is responsible for undertaking both the design and construction work on a project, for an agreed lump-sum price.

Early Contractor Environment (ECI) - ECI allows the Supplier to be appointed under a two-stage contract before details of what is to be constructed have been fully developed. This enables the Supplier to take part in the design development and construction planning stage of a project. This approach supports improved team working, innovation and planning.

Employer's Agent - In construction the term 'employer's agent' is used to describe an agent acting on behalf of the client as the contract administrator for design and build contracts.

Framework - A general phrase for agreements with providers that set out terms and conditions under which agreements for specific purchases (known as call-off contracts) can be made throughout the term of the agreement - in particular with regard to price, quality and the quantity envisaged.

Framework Management Consultant (FMC) - Acts in the role of Employer's Agent and cost consultant as part of an integrated team with the appointed AGP Supplier to deliver the pitch to standards set-out in the Framework.

FIFA Quality - To identify football turf pitches, FIFA awards the FIFA QUALITY mark to pitches that meet the standard for community and amateur pitches. A stringent two-phase testing procedure, which includes testing the product in the laboratory and testing the final installation, ensures that the pitch meets the requirements for playing performance, safety, durability and quality assurance.

Guaranteed Maximum Price (GMP) - A guaranteed maximum price contract sets a limit, or maximum price, that the client will have to pay their supplier, regardless of the actual costs incurred. In its simplest form, a guaranteed maximum price contract simply puts a cap on the contract price that can't be exceeded.

Most Economically Advantageous Tender (MEAT) - is a method of assessment that can be used as the selection procedure, allowing the client to award the contract based on aspects of the tender submission other than just price. The Framework sets out the MEAT criteria.

GLOSSARY OF TERMS

OJEU - The European Union Procurement Directives establish public procurement rules throughout the European Union and apply to any public purchases above the defined thresholds.

Pre Contract Services Agreement (PCSA) - A method for appointing a supplier to carry out pre-construction services under a two-stage tender process. A PCSA enables the contractor to collaborate with the client or their team of consultants to develop detailed designs and buildability as well as preparing for the construction phase, such as the programme.

Project Brief - A high- level document that clearly sets out the overarching goals and requirements for the project and any special requirements or constraints that may impact on the design and management of the facility.

Project Team - You, the Foundation, FMC, STC and the AGP Supplier make up the Project Team.

Specialist Testing Consultant (STC) - Independent organisation that tests the construction of the pitch at key stages throughout the project.



Environment & Leisure Committee

Agenda Item 13

Date: 7th **June 2021**

Title: HOUGHTON REGIS CEMETERY

Purpose of the

To enable consideration of the following:

Report: 1. Update on the Garden of Remembrance

2. Pre purchase of vaults within the Garden of

Remembrance

3. Direct burial bookings

4. Availability of earthen ashes plots

Contact Officer: Clare Evans, Town Clerk

1. **RECOMMENDATION**

- 1. To amend the Cemetery Regulations to enable the pre purchase of vaults within the Garden of Remembrance
- 2. To amend the Cemetery Fees to include a charge for memorial arrangements of £100 $\,$

2. BACKGROUND

The Garden of Remembrance has now been available for interments for just over 12 months. This report updates members on feedback received and seeks approval for the pre purchase of vaults within the Garden of Remembrance.

As members are aware the council is no longer able to offer new burial plots within the cemetery. In relation to ashes interments, there remains capacity for around 30 further earthen ashes plots.

3. ISSUES FOR CONSIDERATION

1. Update on the Garden of Remembrance

The Garden of Remembrance became available for interments in early 2020. To date 9 interments in the Update in the Garden of Remembrance have taken place and a further 3 interments are in the process of being arranged.

Feedback on the design and feel of the area has been very positive.

2. Pre purchase of vaults within the Garden of Remembrance

The council does not enable families to pre purchase earthen plots largely due to plot preparation issues. However this is a service which could be offered within the Garden of Remembrance. If members are in agreement with this, the Cemetery Regulations can be adjusted accordingly.

3. Direct burial bookings

Increasingly it is being found that families are choosing to make interment arrangements direct through the council. In 2020 around 50 interments were arranged in total and approximately 15 of these were made direct. In addition inscriptions for the vaults are also being completed direct through the council. The council does not charge for this additional administration and liaison. Members are requested to consider whether a charge should be made. It is suggested that the interment fee covers the administration of an interment. However arrangements for a memorial inscription are not covered by the existing fee structure. If this was considered suitable it is suggested that a memorial arrangements fee of £100 be applied.

4. Availability of earthen ashes plots

Ashes interments will soon start to take place in the area at the rear of the cemetery near to the gate onto Cemetery Road. This area will accommodate around 30 ashes plots. It is estimated that this area will last 1-2 years.

If members felt it suitable it would also possible to inter ashes along the road/pathway to the right of the entrance in front of burial plots. Allowing for missing tree roots this may accommodate 18-20 plots. However members may feel that this would spoil the appearance of the cemetery.

At this time this element of the report is provided for information.

Members are reminded that the Garden of Remembrance has been designed to facilitate ashes interments in vaults in the long term. When the Garden was designed it was decided not to offer earthen interments in this area at all so that the space was saved for vault interments.

4. COUNCIL VISION

Aspirations

A5 To ensure the **council** is fit for purpose and efficient in its delivery of services

5. IMPLICATIONS

Corporate Implications

- Policy implications the ability to pre purchase vault plots would require an update to the Cemetery Regulations. A charge for memorial inscriptions arrangements would require an update to the fee schedule.
- Staff implications staff time to liaise with a family over interments and memorials

Legal Implications

• There are no legal implications arising from the recommendations

Financial Implications

• There are no financial implications arising from the recommendations

Risk Implications

• There are no risk implications arising from the recommendations

Equalities Implications

Houghton Regis Town Council has a duty to promote equality of opportunity, eliminate unlawful discrimination, harassment and victimisation and foster good relations in respect of nine protected characteristics; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

This project / issue does not discriminate.

Press Contact

There are no press implications arising from the recommendations

6. CONCLUSION AND NEXT STEPS

The Garden of Remembrance has been well received within the community. The ability to pre purchase vaults would be a suitable service addition to be able to offer. Members are requested to consider an additional administration fee for memorial inscriptions arrangements.

7. APPENDICES

None



Environment & Leisure Committee

Agenda Item 14

Date: 7th **June 2021**

Title: ALLOTMENT PROVISION

Purpose of the

Report:

To consider:

1. Site layout plan for the Bellway site:

2. Establishment of a Working Group to consider all matters relating to the provision and management of

allotments

Contact Officer: Clare Evans, Town Clerk

1. RECOMMENDATION

- 1. To approve the site layout as detailed on Drawing Ref: SK01/18122020 B
- 2. To confirm that HRTC is willing to accept the transfer of this site in due course subject to due legal process
- 3. To establish an Allotment Working Group as follows:

Functions

To consider all matters relating to the provision and management of allotments in Houghton Regis including:

- New site specification
- Allotment associations
- Allotment tenancies
- Management
- Fees and charges

Terms of Reference

- The Allotment Working Group shall function and operate in accordance with the Council's approved Standing Orders.
- The Allotment Working Group shall consist of five Councillors. The quorum shall be half of its members (three)

2. BACKGROUND

At the Environment & Leisure Committee meeting on 22nd February Members considered a proposal for the allotment site within the Bellway development on

HRN2. The following resolution was passed: *Resolved:*

- 1. To welcome the bringing forward of an allotment site as a community facility.
- 2. To approve the site layout, subject to:
 - The provision of 27 plots between 200m2 250m2 in size with a shed base 1.8m x 2.4m in size on each plot
 - 3 standpipes to be sited with a concrete base in front of them
 - The main internal path being accessible to people with disabilities, wheelchairs and mobility scooters and at least 2.25m wide construction of type 1 MOT with edging to the plots to avoid spill
 - The fencing to be green palisade fencing
 - The soil being a reasonable quality and free from debris by being screened to 10mm and 45cm -60cm deep
 - A new "Proposed Plan Allotments" being submitted by Bellway and approved by the E&L committee incorporating the above
- 3. Subject to these amendments to confirm that HRTC is willing to accept the transfer of this site in due course subject to due legal process.

3. ISSUES FOR CONSIDERATION

Members are requested to consider the following:

- 1. A revised plan from Bellways for the HRN2 allotment site
- 2. The establishment of a Working Group to consider all matters relating to the provision and management of allotments

4. BELLWAYS FOR THE HRN2 ALLOTMENT SITE

Members will find attached a revised plan from Bellways which incorporates the requirements of the council. In relation to the soil have laid 300mm of site won topsoil and will lay an additional 300mm of imported topsoil on top of the site won topsoil, giving a total depth of 600mm. The imported topsoil will be of a high quality but not British Standard.

5. ALLOTMENT WORKING GROUP

It is suggested that the Committee may like to establish an Allotment Working Group. This provides an opportunity to discuss all matters relating to the development of allotment sites, through to their maintenance and management.

The Committee Functions & Terms of Reference for the Environment & Leisure Committee enable the Committee to:

To appoint sub-committees or working groups as necessary including setting out membership and terms of reference

The following Functions and Terms of Reference are suggested:

Functions

To consider all matters relating to the provision and management of allotments in Houghton Regis including:

- New site specification
- Allotment associations
- Allotment tenancies
- Management
- Fees and charges

Terms of Reference

- The Allotment Working Group shall function and operate in accordance with the Council's approved Standing Orders.
- The Allotment Working Group shall consist of five Councillors. The quorum shall be half of its members (three).

As with all committee, sub committees and working groups of the Town Council, the Allotment Working Group has the authority to invite interested parties / persons to become a co-opted member.

6. COUNCIL VISION

Aspirations

- A1 To develop and enhance **partnerships** between HRTC, stakeholders, partners, community groups and residents
- A2 To effectively and proactively **represent** our community
- A5 To ensure the **council** is fit for purpose and efficient in its delivery of services

Objective 1: Grow your own

- 1.3 Establish allotments within new housing developments
- 1.4 Encourage healthy eating and food awareness
- 1.5 To increase edible planting
- 1.6 Enhance biodiversity and support wildlife

Objective 4: Our community

- 4.1 To create or enhance community facilities which support community development and cohesion
- 4.3 To provide activities for young people, families and older people
- 4.5 To provide high quality green spaces for leisure and recreation, healthier living, urban attractiveness, improved air quality

7. IMPLICATIONS

Corporate Implications

- Policy implications to update the Committee Functions & Terms of Reference accordingly
- Staff implications an Allotment Working Group is an additional group for staff to facilitate. The management and maintenance of an allotment site is an additional service for the Grounds Team.

Legal Implications

• The land will be transferred to HRTC and will become an asset of HRTC

Financial Implications

- There are no upfront capital costs to be incurred;
- The council may decide some future investment is required
- The revenue costs will be met in full by HRTC
- To costs involved in the land transfer, as they relate to HRTC, will be met in full be HRTC

Risk Implications

• There are no risk implications arising from the recommendations

Equalities Implications

Houghton Regis Town Council has a duty to promote equality of opportunity, eliminate unlawful discrimination, harassment and victimisation and foster good relations in respect of nine protected characteristics; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

This project / issue does not discriminate.

Press Contact

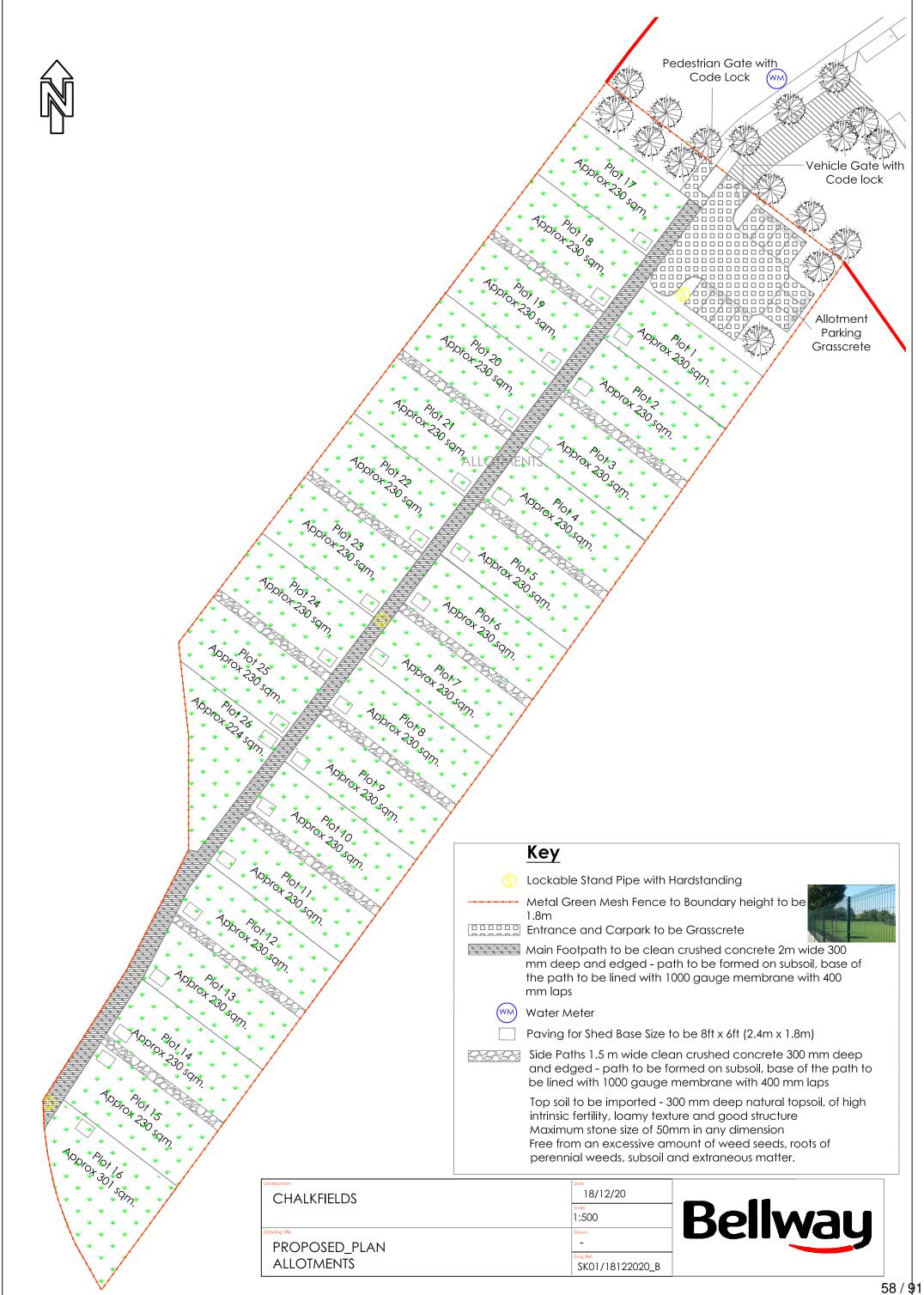
The decision relating to this agenda item should be communicated to the press, via the website and social media.

8. CONCLUSION AND NEXT STEPS

The council has negotiated well with Bellways and has secured a high quality facility for the town. The establishment of an Allotment Working Group will aid the management of this service.

9. APPENDICES

Appendix A: Bellway plan showing Proposed Plan Allotments





Environment & Leisure Committee

Agenda Item 15

Date: 7th **June 2021**

Title: MACHINERY RENEWALS PROGRAMME

Purpose of the To present the anticipated machinery renewals programme

Report: for 2021/22

Contact Officer: Tony Luff, Head of Grounds Operations

1. RECOMMENDATION

To support the Machinery Renewals Programme for 2021/22.

2. BACKGROUND

On an annual basis Members receive this report to advise on anticipated spend on new or replacement machinery.

3. ISSUES FOR CONSIDERATION

Appendix A provides the anticipated machinery renewals programme.

The Head of Grounds Operations will provide a verbal report on the proposed purchases in 2021/22.

4. COUNCIL VISION

Aspirations

A5 To ensure the **council** is fit for purpose and efficient in its delivery of services

5. IMPLICATIONS

Corporate Implications

• There are no corporate implications arising from the recommendations.

Legal Implications

• There are no legal implications arising from the recommendations

Financial Implications

Such as:

Budget available – there is £20,000 in 299-4851 Machinery Renewals. The
cost of the vehicle for the Ranger will be met through the CBC Public Realm
Fund

Risk Implications

• H&S – the proposed flail cutters provide for a much safety way of working on slopes.

Equalities Implications

Houghton Regis Town Council has a duty to promote equality of opportunity, eliminate unlawful discrimination, harassment and victimisation and foster good relations in respect of nine protected characteristics; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

This project / issue does not discriminate.

Press Contact

There are no press implications arising from the recommendations

6. CONCLUSION AND NEXT STEPS

The suggested Machinery Renewals Programme supports the work of the grounds team in maintaining the council's outside spaces.

7. APPENDICES

Appendix A: Machinery Renewals Programme

MACHINERY RENEWALS PROGRAMME

YEAR	Make	Model	Purpose	Cost	Life Expectancy	Date of Purchase	Forcast Date of Replacement	
2021/22								
2021/22	KUBOTA	TEG1600 Flail Decks x 2	Grass Cutting	£5,603.82	10 Years	2021	2031/32	New Purchase this includes £1,500.00 PX for old Flail Mower
	STIHL	FS410C x 2	Strimming Grass	£1,600.00	5 Years	2021	2026/27	Replacement
	KARSHER	Surface Washer 7 Nozzle Kit	Power Washer	£663.00	10 Years	2021	2031/32	To Fit Existing Karsher Power Washer
	FORD	Ford Ranger {DEPOSIT PAID}	Transportation	£27,024.00	10 Years	2021	2031/32	New Purchase for Town Ranger
	JCB	8018cts plus attachments& trailer	Grave Digging	£14,600.00	6 Years	SOLD		No longer required as not preparing new burial plots. A digger will be required as and when a new cemetery opens.
2022/23								
	FORD	Ranger Super XLT	Transportation	£28,000.00	10 Years	2022	2032/33	Replacement of Mitsubishi
	STIHL	FS410C x 2	Strimming Grass	£1,600.00	5 Years	2022	2032/36	
2023/24								
	KUBOTA	FS3890 plus Flail Deck x 1	Grass Cutting	£24.00.00	10 Years	2023	2033/42	Replacement of Shibaura M374
		·	Grass Cutting	4,500	10 Years	2023	2033/42	Replacement of Shibaura M375
	STIHL	FS410C x 2	Strimming Grass	£1,600.00	5 Years	2023	2033/37	

Joint Venture Agreement

Relating To

The Houghton Hall Park Estate

- (1) Central Bedfordshire Council
- (2) Houghton Regis Town Council

This Agreement is made as a deed on:

Parties:

- (1) Central Bedfordshire Council of Priory House Monks Walk Chicksands Shefford Bedfordshire SG17 5TQ ('the Council') and
- (2) **Houghton Regis Town Council** of Council Offices, Peel Street, Houghton Regis, Bedfordshire, LU5 5EY

The Parties have entered into this Agreement to clarify their respective responsibilities for the management of the Estate.

1 Definitions

In this Agreement the following expressions shall have the meanings specified.

'Agreement' means this joint venture agreement including the Schedules;

'Business Plan' means the plan agreed between the Parties which sets out the aims and objectives of the Joint Venture and the delivery, development and funding arrangements in accordance with the vision in the Strategic Objective;

'The Council' means Central Bedfordshire Council:

'The Council's land' means the land regarding which Central Bedfordshire Council owns the freehold or leasehold interest as set out in clause 6 and which is included in the Estate;

'Town Council's land' means the land regarding which Houghton Regis Town Council owns the freehold or leasehold interest as set out in clause 6 and which is included in the Estate;

'Estate Management Plan' means the management tool which identifies appropriate management and development regimes for zones within the Estate and which is incorporated in the Joint Framework Plan;

'The Estate' means all of those areas of the Park subject to Parks for People funding and shown edged in red on Plan A at Schedule 4;

'Excluded Land' means those parts of the Park that will not benefit from Parks for People funding and that will remain under the ownership and control of Houghton Regis Town Council being:-

- the Bowling Green and Moore Crescent Pavilion shown coloured Blue on Plan B at Schedule 4
- the booking of events and sporting activities, which take place on the Town Council
 Land will remain the sole management of Houghton Regis Town Council

'Friends Group' means local voluntary group of volunteers supporting the maintenance and development of the Estate;

'Group' means the Management Advisory Group which has the meaning given in clause 7.1.3 and 7.6;

'The Heritage Centre' means the new visitors centre;

'Intellectual Property Rights' means all intellectual property rights relating to the Joint Venture including the name of the Estate or the Joint Venture, trademarks, registered designs, research, logos, copyrights, know how and confidential information;

'Joint Venture' means the joint venture for the Estate set out in this Agreement;

'Management Board' has the meaning given in clause 7.1.2 and 7.2;

'Operating Manager' means the Council and has the meaning given in Clause 7.7;

'Park' means the Estate;

'The Plans' means Plans A, B and C annexed at Schedule 4:

'Parks for People' means the funding body's standard terms and conditions and monitoring framework for the Heritage Lottery Fund and Big Lottery;

'Parks for People Conditions' means the standard terms and conditions and monitoring framework imposed by Parks for People on recipients of Parks for People Funding as detailed in Schedule 5;

'Parks for People Management and Maintenance Plan' means the agreed management and maintenance plan to secure the long term future of the Estate

'Party' means either the Central Beds Council or Houghton Regis Town Council and 'Parties' means both of them;

'Requisite Consents' means all planning permissions consents approvals licences certificates and permits (whether of a public or private nature) as may be necessary lawfully to carry out any development;

'Statutory Agreements' means an agreement or undertaking under Section 106 of the Town and Country Planning Act 1990 or some other relevant statutory provision;

'Strategic Objective' has the meaning given in clause 4.2;

'Town Council' means Houghton Regis Town Council

2 INTERPRETATION

- 2.1 The expression 'Council' and 'Town Council' includes successors in title
- 2.2 Unless the context otherwise requires, references in this Agreement to clauses and schedules are to clauses and schedules in this Agreement, and reference to a clause includes a sub-clause.
- 2.3 The headings to clauses and other parts of this Agreement are for reference only and do not affect its construction.
- 2.4 This Agreement contains the whole agreement between the Parties relating to the matters herein mentioned and supersedes previous agreements between them (if any) relating thereto.
- 2.5 This Agreement may only be varied in writing signed by or on behalf of the Parties.
- 2.6 Where something is required to be authorised or agreed by one of the Parties this must be in writing under the authority of the decision making governing body of that Party or as clearly delegated by that governing body otherwise.
- 2.7 Any obligation on a Party to do any act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by any person under its control.
- 2.8 Unless otherwise specified, a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated, or reenacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation.

Version 15.1

3 POWERS

3.1 Each Party confirms and warrants it has power and authority to enter into this Agreement and carry it into effect and that this Agreement has been approved by its governing body

Version 15.1

4 SCOPE OF AGREEMENT AND STRATEGIC OBJECTIVE

- 4.1 The Parties agree to enter into this Agreement to set out the process necessary to achieve the Strategic Objective.
- 4.2 The Strategic Objective of the Parties in relation to the Joint Venture is to jointly develop and manage the Estate as an important heritage site which is commercially sustainable and supportive of the Parties' own aims and objectives.
- 4.3 Further details in relation to the objectives of the Joint Venture are set out in the Business Plan for reference but do not form part of this Agreement.
- 4.4 The Strategic Objective may only be amended by the written agreement of the Parties.
- 4.5 It is hereby agreed and declared that there are no other objectives for the Joint Venture other than set out in this clause and accordingly the Parties shall not represent that the Joint Venture includes or extends to or relates to any other development, land or business venture unless they agree in writing otherwise.
- 4.6 Each Party will act in good faith to give effect to this Agreement and the spirit of this Agreement.

Version 15.1

5 ROLE OF THE PARTIES

- 5.1 The Parties agree that:
 - 5.1.1 they will jointly govern the Estate in accordance with this Agreement;
 - 5.1.2 The Council is appointed as Operating Manager of the Estate.
- 5.2 The Parties agree to nominate three representatives each to the Management Board one of whom must be a member of that Party's governing body.
- 5.3 The Town Council delegates power to the Council to act as Operating Manager for the Town Council land including power to enter into contracts and to employ staff subject to the provisions of this Agreement.
- 5.4 The Town Council may be involved with and make representations in respect of the recruitment of the senior staff who will be responsible for the Estate including formulating job specifications and sitting on interview panels. The Council will take into consideration the Town Council's reasonable requests or representations in relation to such recruitment.

5.5 Adjacent Land

5.5.1 The Parties will consider whether to acquire ownership of land adjacent to the Estate and how such adjacent land is to be held as and when opportunities arise and as complies with the Strategic Objective. However, there is no obligation on the Parties to acquire such land and nor is there any implied obligation in the Strategic Objective or the Joint Framework Plan.

5.6 Estate Buildings

- 5.6.1 The Council will maintain the buildings and other capital assets on the Estate as outlined within the Estate Management Plan under the Estate budget
- 5.6.2 The Council and the Town Council or any successor in function will with notice have the right to use the facilities of the buildings of the Estate, subject to such use not compromising the operational working of the facility or its ability to generate revenue.

5.7 Estate Landscape

- 5.7.1 The Council will maintain the Estate's landscape including the boundaries in accordance with the Parks for People conditions.
- 5.8 The Excluded Land will be maintained by Houghton Regis Town Council in accordance with the standards required by the Parks for People Conditions for the Estate in so far as the same are applicable to the Excluded Land.
- 5.9 The Parties will undertake to provide services in kind or financial contributions as detailed in the Business Plan.
- 5.10 The Parties will provide all reasonable support and technical advice to each other to ensure the effective operation of the Joint Venture to ensure the Parties comply with all legal, local government or charity requirements.

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6 LAND OWNERSHIP AND INTERESTS

6.1 The Estate comprises land held as follows:

6.1.1 Houghton Hall Parkland

The freehold land owned by the Council, registered under title number BD145770 and shown coloured orange with this title number in Plan C at Schedule 4;

6.1.2 Houghton Hall Recreation Area

The freehold land owned by the Town Council, registered under title number BD221973 and BD112336 and shown coloured pink and the registered Village Green shown coloured yellow in Plan C at Schedule 4;

- 6.2 Both parties will retain ownership of their own property comprised in the Estate but, subject to clause 6.3 below, will not sell, let or otherwise part with their property or create any interest in it, or give rights to anyone else (or take steps to do so) without Heritage Lottery Fund and Big Lottery approval beforehand. This does not include licences issued to by either Party for sporting or any other activities for the enjoyment or the maintenance of the Estate.
- 6.3 Nothing in 6.2 above prevents the Parties from granting licences to clubs, traders or individuals to facilitate the enjoyment of the facilities or the management of the business on land within the Estate or Excluded Land.

7 GOVERNANCE

- 7.1 Governance of the Joint Venture is as follows:
 - 7.1.1 the Parties will retain overall governance responsibility in their capacity as owners of the Councils land and the Town councils land respectively, subject thereto the Parties delegate strategic governance to the Management Board and operational management to the Operating Manager.
 - 7.1.2 the Management Board is the body comprising representatives of each Party with the strategic responsibilities as set out in clause 7.2.
 - 7.1.3 the Management Advisory Group ('the Group') is the body comprising representatives from each Party and representatives from the Friends Group and one or more other interested parties with operational advisory and other responsibilities set out in clause 7.6 and composition and procedures set out in Schedule 2. The Management Advisory Group will act as an operational advisory body reporting to the Board.
 - 7.1.4 The Council will act as Operating Manager in accordance with clauses 5.1.2, 5.3 and 7.7.

7.2 The Management Board

The Management Board will be responsible for:

- 7.2.1 ensuring that the joint venture is an effective operation;
- 7.2.2 identifying priorities for action to fulfil the Strategic Objective, which should be documented and agreed in the Business Plan;
- 7.2.3 overseeing the financial management of the Joint Venture including approval of annual expenditure and budget (subject to clause 8);
- 7.2.4 ensuring the Estate is managed in accordance with grant conditions imposed by Parks for People as contained in the Standard Terms of Grant and the Grant Notification Letter.
- 7.2.5 approving on behalf of the Parties all expenditure and investment in the Estate in order to deliver the Business Plan, where that expenditure does not involve investment from the Parties;
- 7.2.6 approving any contributions or loans made by either Party and any terms relating to these; and
- 7.2.7 approving the Business Plan and any amendments to this document (subject to clause 7.8) as follows;
 - the periodic review and adoption of Business Plan every five years;
 - approving the Estate Management Plan and any development plans and consultative framework for the operational management of the Estate; and
 - delegating where appropriate decision making on matters other than strategic policy to the Management Advisory Group;

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- 7.3 The composition, procedures and powers for the operation of the Management Board are set out at Schedule 1.
- 7.4 Where any matter exceeds the authority of the Management Board, as set out in Clause 7.2, the prior written approval of the Parties must be secured.
- 7.5 Any amendments of the Strategic Objective are to be referred to the Parties for approval.

7.6 Management Advisory Group ('the Group')

The Group will be responsible for advising and making recommendations to the Management Board in respect of:

- 7.6.1 the operational requirements of the Joint Venture:
- 7.6.2 the implementation of the Strategic Objective and the Business Plan;
- 7.6.3 new operational developments;
- 7.6.4 the co-ordination and implementation of the Strategic Objective and the Joint Framework Plan;
- 7.6.5 the performance of the Council in ensuring it fulfils its responsibilities as Operational Manager; and
- 7.6.6 the performance of the Group in delivering any delegated matters.
- 7.6.7 The composition, procedures and powers for the operation of the Group are set out at Schedule 2.

7.7 Operating Manager

- 7.7.1 The Council under direction from the Management Board will provide the operational management of the Estate as detailed in Schedule 3. The Excluded Land will be managed by Houghton Regis Town Council in accordance with the terms of this Agreement.
- 7.7.2 The Council will be responsible for operational management of the Estate.
- 7.7.3 The Council will enter into, monitor and manage all contracts and staff.
- 7.7.4 The Council will be responsible for managing the Estate in accordance with Grant conditions imposed by Parks for People (as contained in the Standard Terms of Grant and the Grant Notification Letter) and any conditions relating to any other external funding received by the Estate.
- 7.7.5 The Council's responsibilities for maintenance, access and security include (but are not limited to) the following:
 - a) maintaining safe access at all times;
 - b) having regard to its legal obligations as the manager of publicly accessible land;
 - subject to clauses 5.6 and 5.7 maintaining buildings and premises in a safe habitable and commercially viable condition;
 - d) ensuring that all paths, fences, infrastructure and Parks for People funded assets are maintained to a standard appropriate for a publicly accessible facility;
 - e) having regard to keeping the site clean and controlling dog fouling;

- f) ensuring access is available for all visitors in accordance with the Strategic Objective; and
- g) ensuring the Estate including any buildings is secure and are locked and alarmed as necessary.

7.8 Other Governance Matters

- 7.8.1 The Parties shall jointly develop and maintain a detailed Estate Management Plan for the implementation of the Strategic Objective.
- 7.8.2 All Parks for People funded items in all areas under individual Party management will be managed and maintained as detailed in this Agreement and will be monitored through the governance procedure set out in 7. and all Parties will:
 - a) agree to provide relevant management information relating to these areas where this is required to support the monitoring and evaluation framework; and
 - b) work collaboratively to maximise community use of all community buildings within or immediately adjacent to the Estate
- 7.8.3 The Parties will promptly and diligently:
 - sign such deeds or documents as may be necessary in pursuance of this Agreement;
 - b) enter into such Statutory Agreements as may be necessary to procure the grant of planning permission and any Requisite Consents;
 - make such claims, bring or be party to such actions or proceedings and do such acts, matters and things in consequence as may be necessary to enable or consistent with enabling the Joint Venture; and
 - d) do such other acts, matters and things as may be necessary or desirable for the Joint Venture.

8 FINANCE

- 8.1 The Parties will govern and operate the Joint Venture with the aim that it is financially sound, commercially sustainable and autonomous as soon as possible from the date hereof and thereafter throughout the term.
- 8.2 The Council will ensure that all funds and transactions associated with the Joint Venture are clearly identifiable within its accounts to enable independent review and audit.
- 8.3 The Parties will undertake the financial planning and management of the Joint Venture in accordance with the Business Plan
- 8.4 The Management Board will use all reasonable endeavours to ensure the performance and observance of the obligations and duties set out in the Business Plan
- 8.5 The Business Plan will be reviewed annually by the Management Board for the purposes of accuracy and to support funding bids to agencies and grant funders. The Business Plan will be comprehensively reviewed within five years from the date hereof and thereafter every five years.
- 8.6 Any financial revenue shortfalls incurred by the Joint Venture will be defrayed 80% by Central Bedfordshire Council and 20% by Houghton Regis Town Council based on land ownership in the Estate and the Councils responsibilities for managing the Heritage Centre..
- 8.7 Contributions to make up a shortfall will be repaid to the Parties when an operating profit is established. All shortfalls and contributions to redress these shall be appropriately accounted and audited.
- 8.8 The Parties may only request the repayment of sums paid under clause 8.6 once an operating profit is established and then only on such terms as would not jeopardise the financial stability of the Joint Venture.
- 8.9 Any surpluses will be used in any one or more of the following ways:
 - 8.9.1 Re-invested each year for the benefit of the Estate in accordance with the Business Plan;
 - 8.9.2 used to reduce the Parties' investment in the countryside within a 5 mile radius of Houghton Hall Park or in the event that there are sufficient reserves in any financial year to financially sustain the Joint Venture;
 - 8.9.3 any surplus in addition to these reserves may be:
 - a) used for other projects; or
 - b) divided on a 80:20 ratio in accordance with clause 8.6.
- 8.10 Any capital shortfalls incurred by the Joint Venture will be apportioned 80:20 similarly to the revenue shortfalls described in 8.6.

- 8.11 On termination of the Joint Venture as detailed in Paragraph 14 both Parties will ensure that adequate resources are provided to cover any outstanding liabilities.
- 8.12 Without prejudice to the generality of Clause 8.11, on termination of the Joint Venture the Council shall indemnify the Town Council to a sum equivalent to at least 80% of all claims, costs, liabilities or other obligations arising from any of the Town Council's obligations under any on-going contract or arrangement in relation to the Joint Venture to which it but not the Council is a party, including employment and third party contracts.
- 8.13 The budget will be agreed annually in accordance with the overall Business Plan by the Management Board with the support and recommendations of the Group
- 8.14 All resources including staffing, income and expenditure incurred by the Parties in relation to the Joint Venture must be authorised and documented in accordance with the Business Plan.
- 8.15 All financial records in relation to the Joint Venture will be retained for a period not less than 10 years and be subject to auditing both internally and externally.
- 8.16 The Parties shall give due consideration to ensure that the fundraising strategy for the Estate will maximise benefits and avoid any conflicts of interest.

9 INSURANCE

9.1 The "Insured Risks" are fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and other risks reasonably specified and required by the Management Board.

9.2 The Council undertakes:

- (i) to keep the Estate including the Heritage Centre any other buildings, play areas, equipment and artefacts insured with reputable and substantial insurers against the Insured Risks for an amount equal to its full reinstatement cost (including site clearance and all professional fees and the cost of any work which might be required by or by virtue of any act of Parliament);
- (ii) as soon as reasonably practicable apply all money received from such insurance in rebuilding or reinstating any damage to the estate but, subject of approval of Parks for People, the Council is under no obligation to reinstate the Heritage Centre in the form in which it existed immediately before the damage or destruction in question;
- (iii) be insured against liability, loss or claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the execution of the services to be provided by the Council under its obligations under this Agreement due to the acts, omissions or negligence of the Council, its servants or agents or subcontractors;
- (iv) be insured in respect of any liability, loss or claim or proceedings in respect of any injury or damage whatsoever to any property real or personal arising out of or in the course of or by reason of the execution of the Council's performance of its obligations under this Agreement due to any negligence, omission or default of the Council, its servants or agents or subcontractors;
- (v) to produce on request from the Management Board members and Heritage Lottery all policies of insurance referred to herein.

10 COMMERCIAL ACTIVITIES

- 10.1 The Management Board may request the Council as Operating Manager to undertake commercial trading as part of the Joint Venture in order to deliver the Business Plan but where targets and outputs are not met this operation will be reviewed by the Management Board and monitored by the Group and in exercising this responsibility the Council indemnifies the Town Council against any actions for negligence which may arise subject to:
 - 10.1.1 the terms of the Business Plan;
 - 10.1.2 the Council otherwise having discretion (via its trading subsidiary if necessary) to govern such arrangements.

11 PUBLICITY, CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 11.1 All publicity and communications for the Joint Venture will comply with the terms of the Business Plan.
- 11.2 All publicity matters will be undertaken by the Council with the support and recommendations of the Management Board. Subject to this, the Parties will collaborate as to any publicity requirements with the intention that the Estate will be promoted as a joint facility and the Council will comply with any reasonable requests of the Town Council in this regard.
- 11.3 Subject to the remainder of this clause, each Party shall ensure it keeps all matters relating to the Joint Venture confidential and not disclose such matters to third parties.
- 11.4 The obligation in Clause 11.3 does not apply:
 - 11.4.1 to any matter disclosed pursuant to this Agreement;
 - 11.4.2 if the Parties agree in writing;
 - 11.4.3 if the matter concerned would, but for this Clause 11, be in the public domain; or
 - 11.4.4 if the law requires otherwise.
- 11.5 The Parties agree to comply with the Data Protection Act 1998 in relation to any data it holds in relation to the Joint Venture.
 - 11.5.1 The requirements of this clause may be delegated or subject to a confidentiality policy as appropriate by agreement between the Parties.
 - 11.5.2 The Parties will collaborate and support each other in relation to any disclosure made pursuant to this clause.
- 11.6 Intellectual Property Rights arising out of the Joint Venture shall be owned by the Council on trust for itself and the Town Council unless:
 - 11.6.1 such rights existed prior to this Agreement and were owned by one of the Parties; or
 - 11.6.2 otherwise agreed in writing by the Parties.
- 11.7 The Council shall hold all Intellectual Property Rights on trust for itself and the Town Council for the benefit of the Parties and for the purposes of this Joint Venture.
- 11.8 The Council grants a licence of the Intellectual Property Rights to the Town Council in order to facilitate the implementation of the Project. No fee is due from the Town Council in relation to this licence.
- 11.9 On termination of this Agreement the Parties will negotiate in good faith to resolve ongoing ownership of Intellectual Property Rights and until resolved in accordance with this clause 11 or clause 13 the provisions of clause 11.6 will prevail.

12 MONITORING AND REPORTING

- 12.1 There will be regular Estate management budgetary and development progress reports which will be presented in draft to every meeting of the Advisory Group and then to the Management Board for approval and to Parks for People in such form as may be agreed.
- 12.2 The Parties will adhere to as reasonably as possible the outputs referred to in the Business Plan and if such outputs are not met the Parties will have the option to review management procedures.

13 DISPUTE RESOLUTION

- 13.1 Any dispute arising in relation to the terms of this Agreement, including on or arising from termination under Clause 15, shall be referred:
 - 13.1.1 initially to the Management Board; then
 - 13.1.2 if no agreement is reached to the Parties, acting through their senior officers; then
 - 13.1.3 if no agreement is reached, to an arbitrator appointed under Clause 13.2.
- 13.2 If an arbitrator is required he shall be jointly appointed by the Parties and in default by the Centre for Effective Dispute Resolution (registered charity number 1060369) on the application of either Party. The Arbitration Act 1996 will apply and the decision of the arbitrator will (in the absence of manifest error) be final.
- 13.3 Provided a Party has completed the steps set out in Clauses 13.1 and 13.2 nothing else will restrict it from commencing legal proceedings to preserve any legal right or remedy.

14 TERM

- 14.1 The Parties' joint ownership and management of the Estate will commence from the date permission to start is received from Parks for People. This Agreement applies only to the period from the date it is entered into.
- 14.2 The term of this Agreement is for a period of 25 years from the date of this Agreement with an option to renew for a further 25 years, commencing on the date it is signed. The Parties may only terminate this Agreement in the manner set out in Clause 15
- 14.3 The provisions of this clause are subject to the provisions for earlier termination contained in Clause 15.1.
- 14.4 The Parties will review the operation of this Agreement and the Joint Venture in good time in order to decide whether to jointly manage the Estate after the expiry of the term set out in Clause 14.2.



APPLICATION TO THE ENVIRONMENT AND LEISURE COMMITTEE Houghton Regis Hullabaloo

Introduction

Following the success of previous year's Houghton Regis Hullabaloo, we are planning for the 2021 Hullabaloo family arts festival to take place this year on 18th and 19th September. We have consulted with nationally renowned companies for a programme of theatre performances and creative activities, and would like to seek the permission of Houghton Regis Town Council for us of the Green and the Village Green Pavilion for this event.

Background

Full House is experienced at organising and managing community events, with over 20 years' experience of performing and programming across a range of sites including parks, shopping centres, town centre squares,



as well as more traditional venues such as theatres, schools, community centres and libraries.

We have been running the community project Art Town in Houghton Regis since 2014 and have reached over 5000 children and families with our programme of free activities and events during this time. We are a Houghton Regis Town Council 'Key Partner'.

Over the last year Full House has had to respond rapidly to the changing situation as a result of Covid-19, not least Hullabaloo 2020 where we successfully delivered a Covid-safe event for over 400 local people. This included social distancing and stringent hygiene measures, a ticketing system to limit numbers and reduced audience and participant capacity. We worked in consultation with Central Bedford Council events committee to ensure we could meet the strict guidelines and would do so again this year.

Covid-19

The current government road map indicates that outdoor performance and group activities for children will be permitted in September. We plan to be responsive to any guidelines and restrictions in place at the time of our event. We have attached a risk assessment and event management plan which will be updated closer to the event to reflect any easing or increases in restrictions. Health and safety is of the utmost importance to us and we want our audiences and participants to feel safe. However, we also feel that now more than ever it is important to provide children and their families with safe, secure and fun activities to take part in, in support of their mental well-being. Houghton Regis Hullabaloo is a fun community event with a friendly and warm atmosphere which those who have booked to attend will benefit from.



Should strict social distancing measures remain in place this September, we are confident that our audiences are able to safely follow measures we put in place: it was our experience at our 2020 event that families were very happy to follow our guidance, seating in groups of no more than 6 and spaced at least 2m apart.

Our staff are now all subject to twice weekly testing and this may continue into the autumn. Audiences and participants will receive information about the risk of Covid-19 and will not be permitted to attend if they are displaying any symptoms.

Events/activities

Please see below our application to hold live performances on The Green. For this event we can provide:

- Public liability insurance certificate.
- Event management plan –including staffing details, first aid, litter collection, emergency plan, parking details etc.
- Event risk assessment.
- Covid-19 risk assessment

(See attached).

Date	Artist/Company	Show	Location
18th Sept	LAS/Without Walls/Just So Festival	The Lion Inside x 2	Houghton Hall Park/The Green TBC
18th Sept	Su Nixon	Tots Circus Picnic x 2	Houghton Hall Park/The Green TBC
19th Sept	LAS/Without Walls/Just So Festival	Rascally Diner x 3	Houghton Hall Park/The Green TBC
19th Sept	Helen Eastman/ Without Walls	Bicycle Boy x 3	Bedford Square
18th & 19th Sept	Circo Rum Ba Ba	Walkabout – various	All sites

All performances are likely to be scheduled to take place at 11:30am and 2pm.

Feedback from Houghton Regis Hullabaloo 2020

'The show made me feel positive about Houghton Regis' 98% agreed

'I feel the event today was a good quality children's and family experience' 100% agreed

'In the light of covid-19 restrictions, the event was well organised and I felt safe' 100%

"This was a really wonderful event and brought some normality to very abnormal times. Great performance - felt privileged to see this for free."

"Very well run. Very impressed."

"Very well organised. It's nice to do some "normal" thing during this time. Well done guys!"

"A great event and very welcoming."

12 Kings Arm Yard, Church Street, Ampthill, MK45 2PJ. Tel: 01525 630783 Creative Directors Ben Miles and Harriet Hardie **Registered Charity No. 1165541**

Environment & Leisure Agenda item 18

Aspiration	How	Delivery timeframe	Resource requirement	Committee	Work to date - Environment and Leisure	Update	Project shape
To develop and enhance partnerships between HRTC, stakeholders, partners, community groups and residents	To engage with partners to support the enhancement of services within the town	Ongoing	Staff time	As applicable	Tithe Farm recreation ground Sports project. Partnership project with HRTC, CBC and Beds FA and local football clubs. Full House Theatre – Hullabaloo event Houghton Hall Park	A communications plan needs to be developed to begin to engage the community. Members agreed to provide a 4nr changing room facility serving both the FTP and the remaining 2 grass pitches, a staff office, servery, and spectators toilets at a cost of £1,350,000. Regular reports made to E&L and Partnership Committee.	Continued support for Houghton Regis Helpers
	To press for the enhancement of services as required	Ongoing	Staff time	As applicable	To be progressed as required		
	• To engage in the development of the strategic growth areas and to ensure integration between the existing town and the new areas	Ongoing	Staff time	As applicable	HRN2 Allotment provision		Consideration given to electronic notice boards to enable news and event updates relevant to the town. (this could prove cost prohibiting)
	 To respond and participate in consultation 	Ongoing	Staff time	As applicable	CBC Public Realm project - Town Ranger		

	processes						
To effectively and proactively represent our community	To engage with partners on issues extending beyond the scope of the town council notably but not restricted to: town centre, planning and the growth area, transport and car parking, sport, leisure and recreational facilities, education and health	Ongoing	Staff time	As applicable	To be progressed as required		 Highlight the continued work by the council in the search for land for allotment use. Highlight the continued work that the council is completing to continue to search for land for a new cemetery provision To promote the development of a new community sports hall
To ensure the council is fit for purpose and efficient in its delivery of services	 Regular review of services (in particular events, communications and software packages) 	Ongoing	Staff time	As applicable	To be progressed as required		 Use of social media tools to analyse statistics of visitors to the site to determine popular posts Using data statistics to produce tailored posts of interest Updating and revitalisation of the Town Council website
	Regular review of facilities and premises	Ongoing	Staff time	E&L	Sports fee structure to be reviewed and considered by committee in November each year.	Members approved the Environment & Leisure Schedule of Fees for 2021/22 at the meeting held on 2nd November 2020	 Producing positive news stories for social media Encourage feedback from residents on events and activities Encourage feedback on the council's sports facilities and services

					Suggested fee for memorial administration to cover staff time in arranging inscriptions on behalf of families.		 Using online survey tools to encourage feedback Use of website to promote and offer a paper based survey to reach residents not on social media platforms Promoting the opportunity to give feedback using advertising banners on the Village Green railings and other prominent highly visible areas within the town
	Maximise income opportunities (investments, chargeable services, hire charges / fees)	Ongoing	Staff time	As applicable	To be considered during review of fees in November.	An increase of 2% on hire charges was agreed at the meeting held 2nd November 2020.	 An increase in sports facility fees An increase in cemetery fees Use of communications to promote and advertise the availability of pavilion hiring Increase the pavilion hiring fees Increase the hirability of pavilions by offering a longer hiring duration
			Income opportunities				
1.1 To support HHP kitchen garden	Staff supportgrounds	Ongoing	Staff time	E&L	Support is provided to the HHP Head Gardener on a regular basis.	This support is ongoing.	Continue to support Houghton Hall Park on an ad-hoc basis
	• Promotion	Ongoing	Staff time				 Using social media platforms, the council can assist in promoting events and activities on behalf of Houghton Hall Park
	• Finance	Ongoing	Current rev		Additional	Additional budget	1

4.2 Fatablish	T 1 '11	Onneine	budget available.	F01	support funding made available for 2021/22	provision made for 2021/22	To initially develop and
1.3 Establish allotments within new housing developments	 To work with promotors of development sites 	Ongoing	Staff time	E&L	To be progressed when applicable.	New site coming forwards in HRN2. Committee report included in agenda for 22nd Feb 2021.	To initially develop and establish allotments
	• Promotion	Ongoing	Staff time				
1.5 To increase edible planting	Provide fruit bushes and fruit trees	2020	£1,000	E&L	There is some funding available within the Horticultural budget for this project. Members are invited to discuss.		To consider the use of derelict / unused land to plant edibles such as blueberries, mint, basil, chives, rosemary, blackberries, elderberries, cherries Use of communications asking residents to support the search for available land Use of communications to promote the initiative as a community project Identify each edible plant to educate and enhance residents experience

1.6 Enhance biodiversity and support wildlife	Wildflower planting	2020	£300	E&L	There is some funding available within the Horticultural budget for this project. Members are invited to discuss.	Committee report included in 22nd February agenda re tree / shrub planting.	 Using companion planting to enhance the edible planting areas to encourage wildlife Develop a community project creating insect hotels to be placed in and around the town Creating natural habitats for wildlife i.e. selectively leaving felled tree boughs on the ground Offering information and educational materials on website on creating and caring for your own bug hotel
	 Enhance biodiversity within current assets (old section of cemetery, HHP, DKD, hedgerows) 	2020	N/K	E&L	This project is interlinked with above.		
	Offer recycling within open spaces	2020	£1,000	E&L	Members are invited to discuss. Options include a phased replacement of litter bins with dual purpose litter and recycling bins.	Members approved a phased replacement of litter bins with dual purpose litter and recycling bins, subject to a suitable means of disposal being identified at the meeting held 21st September 2020. Update 22/02/21 Means of disposal not viable. Could encourage people to take recyclable waste home.	
2.4 To provide	Parkside,	2020	£5,000	E&L	This project is	Members approved	Contact to be made with

outdoor fitness equipment in parks and open spaces	Tithe Farm recreation grounds				linked in with seeking to dedicate these areas as Fields in Trust. Due to the sports project at Tithe Farm it is suggested that Parkside Recreation ground be considered initially. Members are requested to confirm that this should be investigated and	investigations into dedicating Parkside recreation ground as a Field in Trust and subsequently to seek Field in Trust funding to support the installation of outdoor fitness equipment on this site at the meeting held 21st September 2020. update 22/02/21 Field in Trust not fully operational due to Covid. This project will be progressed at a later date.	professional provider when they re-open.
4.1 To create or enhance community facilities which support community development and cohesion	Development of a sporting hub and all-weather pitch	2020	£1.5m, HRTC contrib £300-500k	As applicable	progressed. All weather pitch, changing facilities and car park project being progressed.	Members agreed to provide a 4nr changing room facility serving both the FTP and the remaining 2 grass pitches, a staff office, servery, and spectators toilets at a cost of £1,350,000. Update reports provided at each Committee mtg.	
	Work with	2020	N/K				

	partners on the delivery of community facilities with the strategic growth area					
4.2 To enhance existing facilities to enable improved community use and accessibility	Village green pavilion refurbishment	2022	N/K	E&L	To be progressed in due course.	To freshen the paintwork of the pavilion interior
			Staff time			To install and offer WIFI to the users of the pavilion
4.4 To help to protect and preserve historic gems	All Saints Church	Ongoing	Staff time	As applicable	To be progressed as required.	
	• HHP	Ongoing	Staff time			
	Red House	Ongoing	Staff time			
4.5 To provide high quality green spaces for leisure and recreation, healthier living, urban attractiveness, improved air quality	Ongoing grounds maintenance	Ongoing	Staff time	E&L		 The addition of fruits and edible planting around the town Additional outdoor gym equipment Creating a working group to support the implementation of initiatives

4.6 To provide a range of play facilities for all to enjoy	Ongoing maintenance	Ongoing	Staff time	E&L			 Professional refurbishment of play areas Promotion of the use of online personal training apps Promotion of the use of motivational apps
4.8 To support HHP to seek to develop the site to its full potential	• Grounds care	Ongoing	Staff time	E&L	Use of Moore Crescent car park considered to support HHP.	Members agreed, in principal, to the further consideration for the wider use of Moore Crescent car park to support the use of Houghton Hall Park at the meeting held 21st September 2020. Further report on agenda for 22/02/21.	
	• Financial	Ongoing	Staff time				
	Accepted project partner	Ongoing	Staff time				
4.9 To complete the extension of the existing cemetery to provide a beautiful and tranquil place of rest for future generations	Physical implementation	Ongoing	Staff time £100,000	E&L	Completed. The site is now operational.		



ENVIRONMENT & LEISURE COMMITTEE

Agenda Item 12

Date: 7th **June 2021**

Title: TITHE FARM RECREATION GROUND SPORTS

PROJECT UPDATE – Addendum

Purpose of the To update members on the Tithe Farm Recreation Ground

Report: Sports Project.

Contact Officer: Clare Evans, Town Clerk

1. RECOMMENDATION

1. To support the pavilion layout

2. To confirm required signatories for the Football Foundation application process are the Town Clerk and the Chair of the Environment & Leisure Committee.

3. PROJECT SUMMARY

Site layout plan & design

Following on from feedback from members the site layout and pavilion design has been adjusted. The Football Foundation have provided their support for the design and layout. At the time of preparing the agenda final tweaks were being made to the internal layout of the pavilion, however these are now attached to this report.

Phase 1 provides for a changing facility with a service kitchen.

Phase 2 provides for a changing facility with a service kitchen plus a community space.

The facility can be built in 2 phases if required to meet budget availability.

Members views on the design and layout are invited.

4. PROJECT FUNDING

The following provides basic financial information which is indicative only as costs are dependent on the tendering process.

The provisional project cost was stated as £1,350,000

To be funded as follows:

£160,000	CBC (s106 contribution)		Confirmed
£230,575	HRTC deferred income		Funding available
£800,000	Football Foundation (TBC)		Grant not secured to date although working closely with FF and Beds FA
£38,020	CBC (s106 contribution) CB/14/03047/OUT - Outdoor sport		Applied for
£121,404	HRTC – EMR 322 Pavilion renovation		Funding available, however transfer form EMR needs to be confirmed through Committee as not included in budget
	Balance	£0	

However to deliver the project the following updated costs are provided:

- To complete the Phase One works with no car park upgrades or remodelling of the existing pavilion up the project is anticipated to come in at £1,400,000
- To complete the Phase Two works, re-purpose the existing pavilion and refurbish the car park the project is anticipated to come in at £1,800,000

PCH have highlighted that there is a large amount of uncertainty in the construction industry as a result of:

- A busy domestic market
- Additional capital funding being put into the Public Sector as part of the Covid response.
- Material shortages.
- The impact of Brexit on imported materials.

With the above in mind, PCH are recommending that the project is procured on a two-stage basis as follows:

- Stage One Contractors tender against a detailed cost plan and competitively price.
- Stage Two The scheme is developed with the contractor to meet the target costs. This will also facilitate early co-ordination with the FTP contractor and any concerns about materials can be identified very early.

To ensure the cost plan is as robust as possible, PCH would suggest developing the scheme to RIBA stage 4.

PROGRAMME

Key Programme dates are as follows:

• Bid Submission - End of October so the scheme is within this FF funding cycle.

• Occupation on Site - August 2022 for the 22/23 Football Season.

To achieve these dates, the more detailed programme is as follows:

Pre-application advice (submitted 10th May 2021)

Agreement of scheme in principle

Supporting surveys/reports for planning

Preparation of planning application

Submission of planning application

Development of scheme to RIBA stage 4 with

M&E/Structural & Civils input

Preparation of final cost plan/tender documents

Co-ordination of tender package with

HRTC/Contract Finder

Out to Tender (open tender)

Tender Analysis

Stage 2 Negotiations with lowest contractor/coordination with FTP and funding pack

- TBC- Depending on Central Beds
- 7th June at Town Council Meeting
- 7th June 2021 to 25th June 2021
- 25th June 2021 to 9th July 2021
- 9th July 2021 to 8th October 2021
- 9th July 2021 to 20th August 2021
- 20th August 2021 to 3rd September 2021
- 3rd September 2021 to 10th September 2021
- 10th September 2021 to 1st October 2021
- 1st October 2021 to 15th October 2021
- 15th October 2021 to 26th November 2021

7. CONCLUSION AND NEXT STEPS

This project is developing well. The pavilion design put forward meets the requirements of the Football Foundation and of the Council.

8. APPENDICES

Appendix A Football Foundation (FF) AGP framework – not attached as

included on the main agenda report

Appendix B Plans and isometrics of the smaller and bigger options.

Appendix C Phase 1 Elevations.

Appendix D Phase 2 Elevations.

Appendix E Phase 1 site plan.

Appendix F Phase 2 site plan.

Appendix G A number of visuals of each of the phases

Appendix B



3 Phase 1 - Isometric View 1



Phase 1 - Isometric View 2

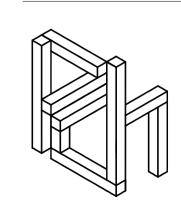


5 Phase 2 - Isometric View 1

FOOTBALL DEVELOPMENT CENTRE at
TITHE FARM RECREATION GROUND HOUGHTON REGIS
DUNSTABLE
LU5 5JD

HOUGHTON REGIS TOWN COUNCIL

PROPOSED PAVILION
OPTION 2e - PHASES 1&2



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SCALE (@ A1) 1:100 CHECKED BY MH

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Floor Plan - Phase 1
1: 100 Gross Area 216.2 m²

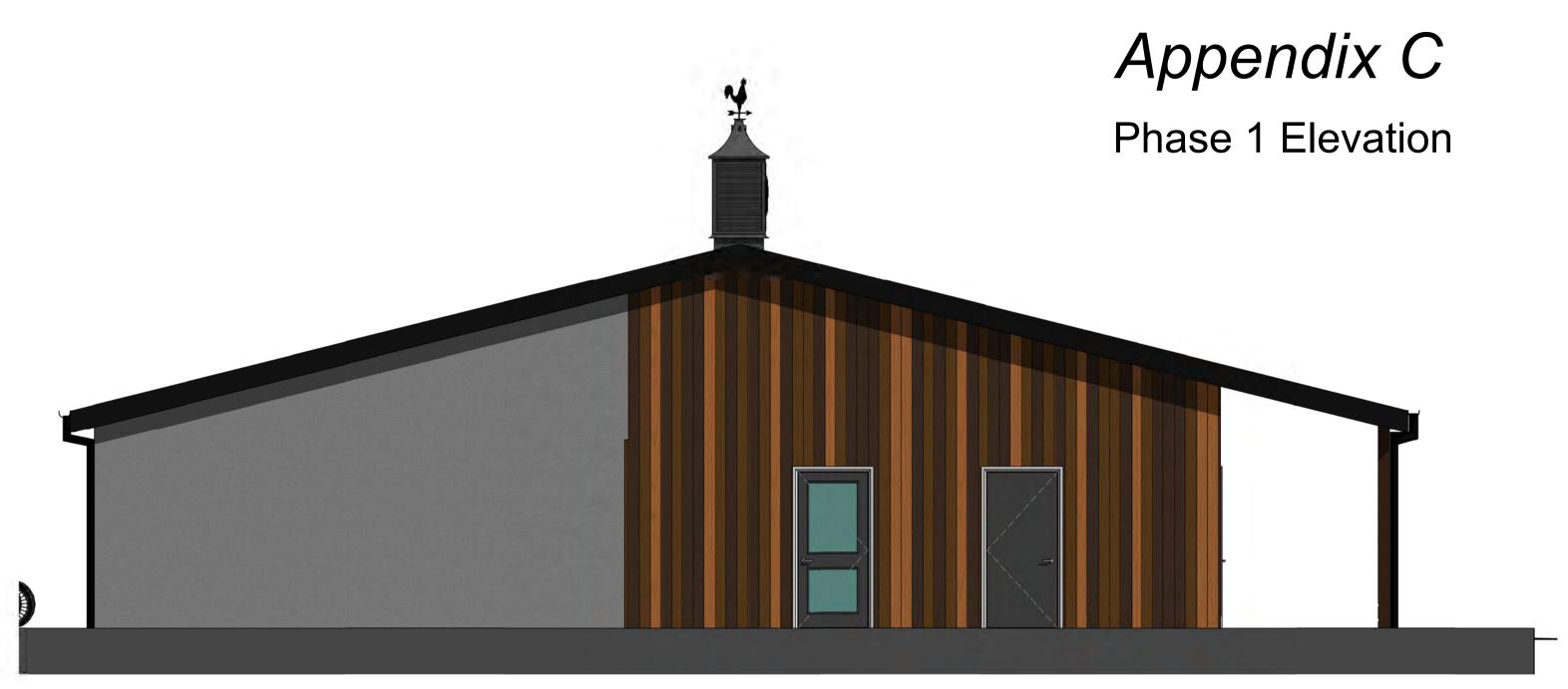


Floor Plan - Phase 2

1: 100 Gross Area 314.9 m²



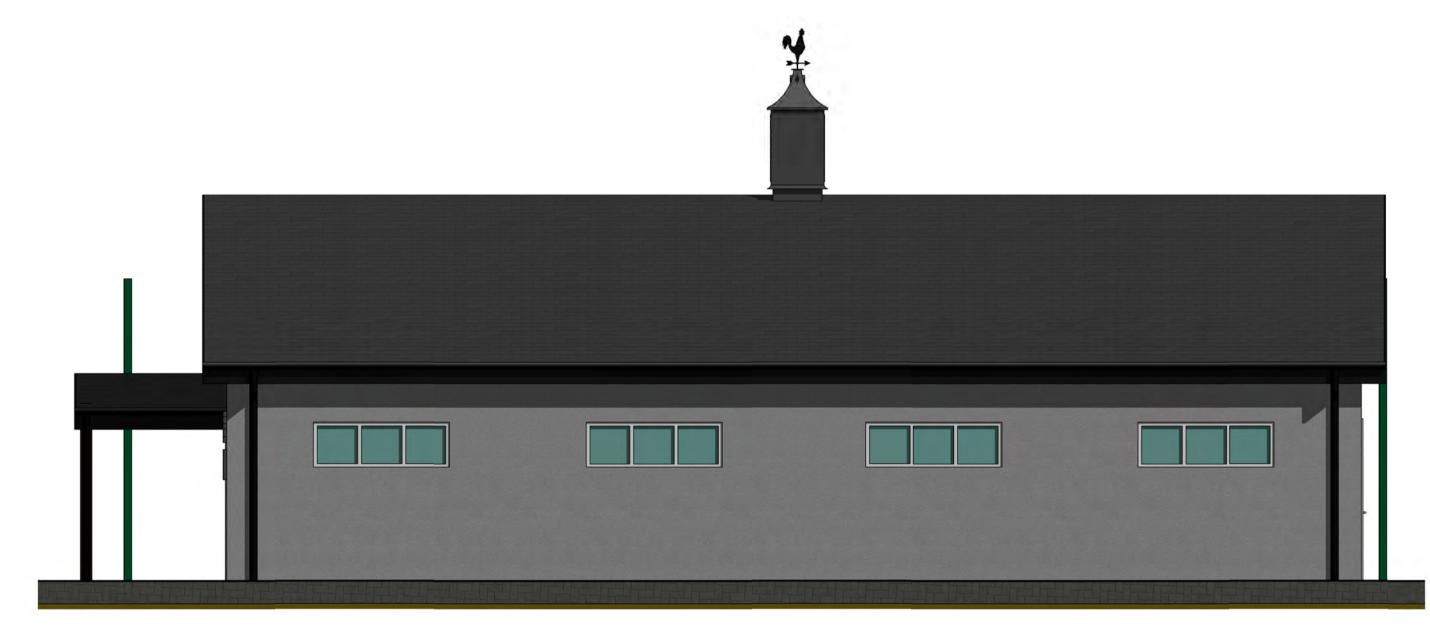
PROPOSED FOOTBALL DEVELOPMENT CENTRE ELEVATION A-A (Ps-1)



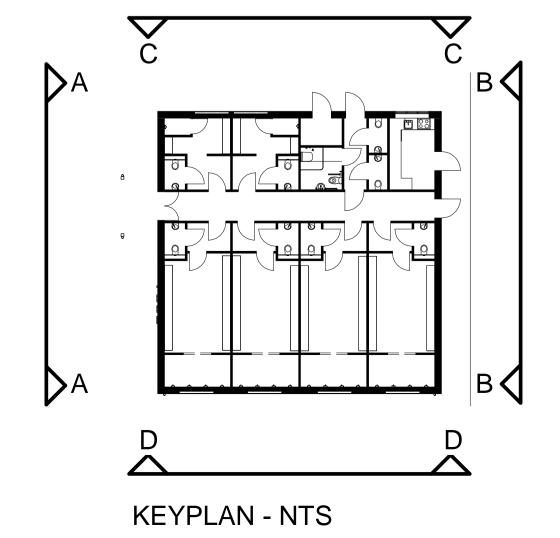
PROPOSED FOOTBALL DEVELOPMENT CENTRE ELEVATION B-B (Ps-1)



PROPOSED FOOTBALL DEVELOPMENT CENTRE ELEVATION C-C (Ps-1)



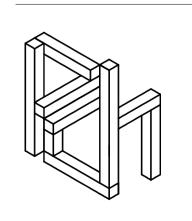
PROPOSED FOOTBALL DEVELOPMENT CENTRE ELEVATION D-D (Ps-1)



FOOTBALL DEVELOPMENT CENTRE at
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PROPOSED PAVILION (2DE) PHASE 1



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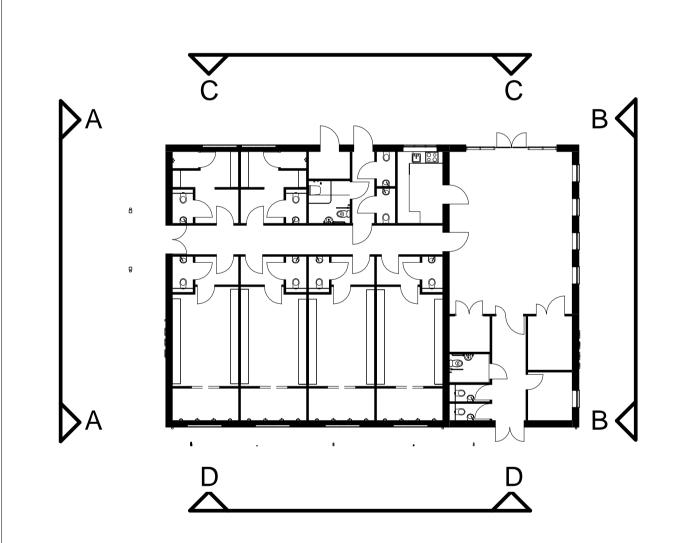
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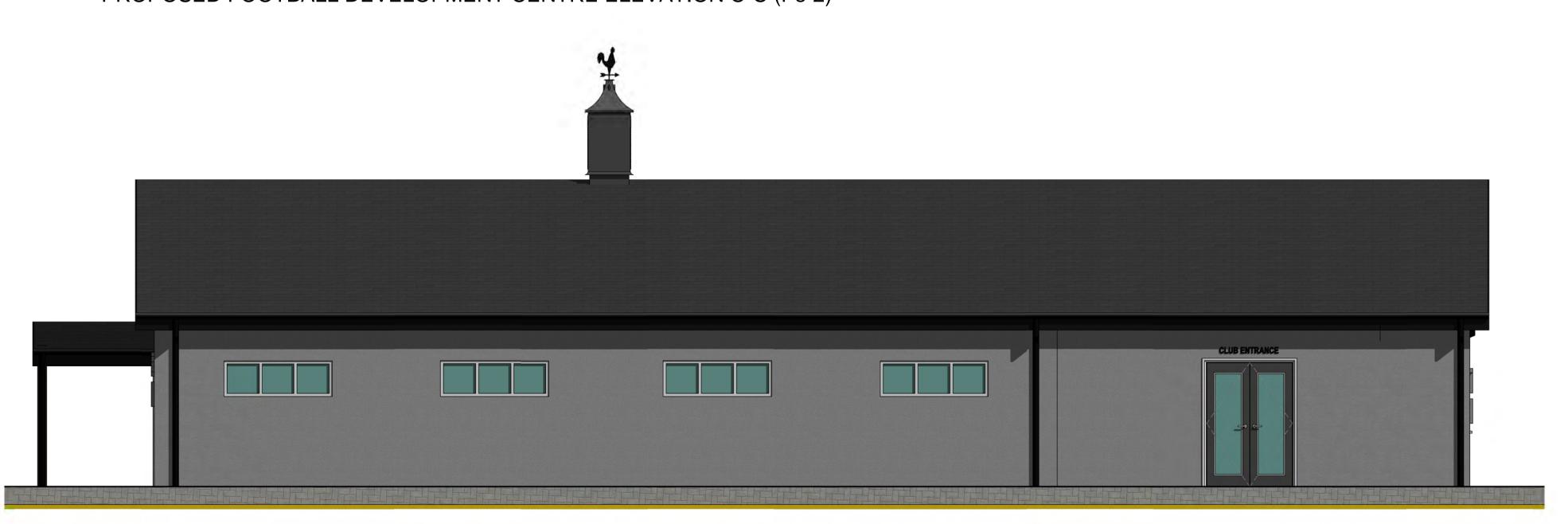


PROPOSED FOOTBALL DEVELOPMENT CENTRE ELEVATION B-B (Ps-2)





PROPOSED FOOTBALL DEVELOPMENT CENTRE ELEVATION C-C (Ps-2)

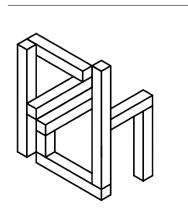


PROPOSED FOOTBALL DEVELOPMENT CENTRE ELEVATION D-D (Ps-2)

FOOTBALL DEVELOPMENT CENTRE at
TITHE FARM RECREATION GROUND HOUGHTON REGIS
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PROPOSED PAVILION (2DE) PHASE 2



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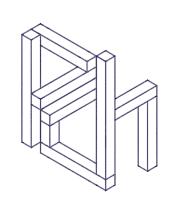
Appendix E Phase 1 Elevation

FOOTBALL DEVELOPMENT
CENTRE
at
TITHE FARM RECREATION

GROUND HOUGHTON REGIS DUNSTABLE, LU5 5JD

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PROPOSED SITE PLAN - PHASE 1



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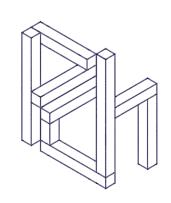
Appendix F Phase 2 Elevation

FOOTBALL DEVELOPMENT CENTRE at TITHE FARM RECREATION

GROUND HOUGHTON REGIS DUNSTABLE, LU5 5JD

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PROPOSED SITE PLAN - PHASE 2



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