



TELSCOMBE TOWN COUNCIL

To: Chairman and Members of the
Amenities & Civic Centre Committee:-
Cllr D Brindley *Deputy Mayor*, Cllr C Clarkson
Cllr C Gallagher *Chairman*, Cllr J Harris, Cllr D Judd,
Cllr L Mills *Vice-Chairman*, Cllr L O'Connor, Cllr B Page,
Cllr C Robinson, Cllr I Sharkey *Mayor* & Cllr A Smith

Telscombe Civic Centre
360 South Coast Road
Telscombe Cliffs
BN10 7ES
Tel: 01273 589777
www.telscombetowncouncil.gov.uk

21st September 2020

Dear Sir/Madam

You are hereby summoned to attend an online **meeting of the Amenities & Civic Centre Committee** on **Monday 28th September 2020** at 7.30pm for the purpose of transacting the following business:-

LOG IN DETAILS:- Meeting ID 986 3314 8498 Login Platform - Zoom
Please email the Town Clerk for meeting password:- stella.newman@telscombetowncouncil.org.uk

Yours faithfully

Stella Newman
Town Clerk/RFO

AGENDA

1. Public question time - members of the public are welcome to attend and may ask questions relevant to the Committee at the commencement of the meeting for a period of fifteen minutes.
2. Apologies for absence and substitutions
3. To receive Members' declarations of interest in relation to matters on the agenda
4. To approve minutes of the meeting held on Monday 27th July 2020 – *see attached*
5. To receive action list – *see attached*
6. To receive Income & Expenditure to 31st August 2020 – *see attached*
7. To agree actions contained within the tree survey report for Chatsworth Park & The Copse – *see attached*
8. To note update on matters related to Chatsworth Park and The Copse and to agree actions - *see attached*
9. To review situation regarding invasive trees in Chatsworth Park and the Copse – *see attached*
10. To note the Chatsworth Park consultation – *see attached*
11. To consider a solitary bee nesting tube scheme within Chatsworth Park for spring 2021 – *see attached*
12. To consider works to trees in an area of Chatsworth Park – *see attached*
13. To consider cutting back vegetation/trees from Chatsworth Park overhanging a car park in Central Avenue – *see attached*
14. To consider repairs to potholes in the entrance to Chatsworth Park car park & consider a long-term plan for the car park surface – *see attached*



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15. To consider obtaining Ecological Survey for Chatsworth Park and The Copse – *see attached*
16. To note Tree Preservation Orders in the local area and advices from Lewes District Council's Tree Officer – *see attached*
17. To re-consider quotations for the removal of a timber piece of equipment at Robert Kingan Playground – *see attached*
18. Future events – *see attached*
19. Urgent matters at the discretion of the Chairman for noting or adding on a future agenda

The Council, members of the public and press may record/film/photograph or broadcast this meeting when the public and press are not lawfully excluded. This virtual online meeting will be recorded. Any member of the public who attends a meeting and objects to being filmed should advise the Clerk (in advance) who will ensure their computer camera is turned off and they are not included in the filming.

Date for next meeting of the Committee – 30th November 2020

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Minutes of a remote meeting of the AMENITIES & CIVIC CENTRE COMMITTEE held on Wednesday 27th July 2020 at 7.30 pm.

PRESENT Councillors: C Clarkson, C Gallagher *Chairman*, J Harris, D Judd, L Mills *Vice Chairman*, L O'Connor, B Page, C Robinson, I Sharkey *Mayor* and A Smith

Also Present: Stella Newman, Town Clerk & RFO
Bianca Buss, Amenities Officer (*minutes*)
One member of the public

Cllr Gallagher welcomed everyone to the meeting.

1301. PUBLIC QUESTION TIME

The member of the public present had no questions.

1302. APOLOGIES FOR ABSENCE AND SUBSTITUTIONS

Apologies were received from Cllr Brindley due to annual leave. This reason for absence was accepted by the Committee.

1303. TO RECEIVE MEMBERS DECLARATIONS OF INTEREST

There were no declarations of interest.

1304. TO DISCUSS AND APPROVE MINUTES OF THE MEETING HELD ON MONDAY 27th MAY 2020

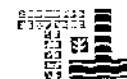
Cllr Robinson advised that the Action List under 'To consider investigating sites for allotments' should read that LDC confirmed the ground is too poor for allotments'. It was proposed by Cllr O'Connor seconded by Cllr and unanimously **RESOLVED** that the minutes were a true record of the proceedings and were signed as correct by the Chairman, Cllr Gallagher.

1305. TO RECEIVE ACTION LIST

The action list was noted as follows:

Date of Meeting	Issue Detail	Action Owner	Update	Due Date
23.9.19	Min 1215, p 3053 – Proposals to increase Civic Centre revenue	SN	Cllrs Gallagher, Judd and Town Clerk to explore potential schemes and bring back to a future meeting. <i>On hold for time being due to current situation with Covid.</i>	Nov 2020
25.11.19	Min 1227, p 3088 – To consider a solitary bee nesting scheme within Chatsworth Park	CC/BB	CC provided a sample of bundles to a local school for them to make up. Awaiting feedback to provide a full programme for Spring 2021.	Sept 2020

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1305. Action List (Contd)

Date of Meeting	Issue Detail	Action Owner	Update	Due Date
25.11.19	Min 1230, p 3089 – To consider school/youth event to build natural lean-to shelters in Chatsworth Park	CC/BB	CP working group happy to support DO & for wood to be taken during winter maintenance programme for use of lean-to shelters. BB to correspond with DO & successful tender for tree maintenance.	Nov 2020
25.11.19	Min 1235, p 3090 – Urgent Matters (boat outside Civic Centre)	SN/BB	The boat has been repainted.	Complete
27.01.20	Min 1249, p 3128 – To consider placing a bench on grass verge in ES	BB	Benches delivered and installed. TTC pd £383.10 donation to the SRA.	Complete
27.01.20	Min 1250, p 3129 – To agree estimate for new Mayors Board	SN/IS	Mayor's board delivered. Mayor's partner to submit quote for painting Civic Centre picture on board.	Nov 2020
27.01.20	Min 1251, p 3129 – To consider disposal of pool table	SN	Second-hand value to be ascertained and table then advertised for sale. <i>On hold due to current situation.</i>	Nov 2020
27.01.20	Min 1252, p 3129 – To agree estimate for new reception window	SN	New window installed.	Complete
27.01.20	Min 1257, p 3130 – Urgent Matters	SN	Purchase of larger dog bins for Tye - investigations in hand.	Nov 2020
23.03.20	Min 1264, p 3165 – To consider installation of brick barbecue areas in Chatsworth Park	BB	To be reviewed in September.	Sept 2020
23.03.20	Min 1265, p 3165 – To consider a community garden in Chatsworth Park	BB	An agenda item discussing a public consultation document has been added to this meeting.	Nov 2020
23.03.20	Min 1266, p 3165 – Update on SDNPA donated trees	BB	An agenda item has been added to this meeting.	Nov 2020
23.03.20	Min 1268, p 3166 – To decide whether to extend Grounds Maintenance Contracts or draw up new contract for 2021	BB/SN	Agreed to draw up 3 separate contracts to start April '21. Draft contracts on agenda for consideration at this meeting.	Completed
23.03.20	Min 1272, p 3167 – To consider litter picking under 'The Great British Spring Clean' campaign	BB	The litter pick will be carried out in September.	Sept 2020

1305. Action List (Contd)

Date of Meeting	Issue Detail	Action Owner	Update	Due Date
23.03.20	Min 1274, p 3168 – To ratify the café concession in Chatsworth Park	BB	The application process will be re-advertised in September to start in Summer 2021	Sept 2020
23.03.20	Min 1277, p 3169 – To consider request for a plaque on the boat planter at Civic Centre	SN	SN given authority to member of public to purchase plaque & asked for sample picture regarding painting name & anchor. <i>No response heard to date.</i>	Nov 2020
27.05.20	Min 1288, p 3194 – To discuss encroachment into Chatsworth Park and consider way forward	BB	An agenda item has been added to this meeting.	Completed
27.05.20	Min 1289, p 3194 – To consider annual playground inspection reports	BB	An agenda item has been added to this meeting.	Completed
27.05.20	Min 1290, p 3194 – To consider replacement noticeboard in Bannings Vale	BB	Noticeboard ordered. Estimated delivery date beginning August.	Sept 2020
27.05.20	Min 1291, p 3194 – Update on Memorial Policy	BB	Earth Anchors confirmed the anchor kit comes with a small set of reusable tools so will not need to be purchased. Full Council adopted Policy at meeting 15.7.20.	Completed
27.05.20	Min 1292, p 3195 – To consider quotations for clearing a strip bordering properties at Central Avenue and Chatsworth Park	BB	Purchase Order issued and work imminent.	Completed
27.05.20	Min 1293, p 3195 – To consider quotations for clearing deadwood in an area of Chatsworth Park, with the border of Chatsworth Close	BB	Decision regarding a way forward put on hold until the Chatsworth Park Working Group consult residents in this location.	Nov 2020
27.05.20	Min 1295, p 3196 – To consider quotation for cutting back trees/hedges to a property in Ambleside Avenue bordering Chatsworth Park	BB	Quotation from EH Treecare to the value of £80 accepted. Queried detail on quotation re, but no response. Contacting other contractors to provide a quote.	Sept 2020

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1305. Action List (Contd)

Date of meeting	Issue Detail	Action Owner	Update	Date of Meeting
27.05.20	Min 1296, p 3196 – To consider quotation for reducing the height of trees to the north side of Robert Kingan playground	BB	EH Treecare quote for £380 accepted & work carried out.	Completed
27.05.20	Min 1298, p 3196 – To consider SDNPA donated trees	BB	BB contacted SDNPA to start investigations. Awaiting reply.	Sept 2020
27.05.20	Min 1300, p 3197 – Urgent Matters (missing cover outside the Toyota Garage)	BB	Missing cover has been replaced.	Completed

1306. TO RECEIVE INCOME & EXPENDITURE TO 30th JUNE 2020

Regarding budget head 4363 Town Entertainment, Cllr Mills asked the Town Clerk what the £205 expenditure was for. The Town Clerk confirmed that £50 was a Sussex Fair stall refund and the remaining £155 was for the TV licence. Cllr O'Connor asked why £20,000 is listed under committed expenditure for 4098 Play Equipment Replacement. The Town Clerk explained that the funds are committed to go into the earmarked reserve for Playground equipment at year end which had been agreed during the budget setting process. Taking all the details into consideration it was unanimously **agreed** that the income and expenditure figures for Amenities of £2,721 expenditure and income of £190 and Civic Centre expenditure of £10,573 and income of £3,702 at 30th June 2020 be accepted as correct.

1307. TO DISCUSS ENCROACHMENT INTO CHATSWORTH PARK AND CONSIDER WAY FORWARD

The Committee discussed the report from the Amenities Officer concerning the encroachment issue which had been highlighted to the Town Council by a local resident. All three residents made contact to confirm they had not extended their border into the park, one of whom had lived there for 45 years. One of the owners advised that she believed her property line was in fact too short and was making investigations to extend in the future. The Town Clerk confirmed she had made land registry searches for the properties and confirmed that house numbers 62 and 66 were shown to be the same level as the other properties in this section of Chatsworth Park – from 54 Ambleside Avenue to the houses at Cavendish Close. HM Land Registry advised that house number 64 is not registered. It appears when visiting the site that these properties go further into the park compared to 1 Cavendish Close and it was suggested that Councillors visit the location to understand the boundary concerns. It was **agreed** that Councillors Judd, Gallagher, O'Connor and Robinson would visit the location and their feedback taken to a future Amenities & Civic Centre meeting.

1308. TO CONSIDER A TREE SURVEY FOR CHATSWORTH PARK & THE COPSE

The Amenities Officers report was considered by the Committee. Two arboriculturists had quoted for the proposed annual tree survey. One had quoted for a shorter report and the other for both a shorter and more in-depth report to include suggestions and advice on the manage-

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1308. To Consider A Tree Survey For Chatsworth Park & The Copse (Contd)

ment and maintenance of the sites. Cllr Robinson asked why both were not asked for a more in-depth quotation. The Amenities Officer confirmed that Aspen Treecare had decided to provide the more in-depth report following a site visit shortly prior to the agenda being sent out. There was discussion concerning the future maintenance of these two green areas and how the tree surveys support their upkeep. It was proposed by Cllr Smith, seconded by Cllr Robinson and **RECOMMENDED** that the Amenities Officer contacts Arborsense and asks them to provide a second quotation to include plotting of invasive species and recommendations on how to best handle these trees, particularly near to residents fencing. Cllr Page abstained. This will be emailed to the Committee for their consideration, with the outcome being ratified at the next Amenities & Civic Centre meeting.

8.05pm - Cllr Page lost his connection and therefore left the meeting.

1309. TO CONSIDER QUOTATION TO CARRY OUT A SURVEY TO AN AREA/TREE IN CHATSWORTH PARK BORDERING A PROPERTY

The Amenities Officer was contacted by a resident whose property borders Chatsworth Park concerning roots of a White Poplar tree that were coming through to their garden from the park. They were concerned that the roots will cause damage to their drains and main soak away. Taking into consideration the previous agenda item of a tree survey, it was proposed by Cllr Smith, seconded by Cllr Robinson and unanimously **RECOMMENDED** that this location is included as an area of invasive species when we ask Arborsense to provide a second quotation to include plotting of invasive species and recommendations on how to manage the habitat bordering residents properties.

1310. TO CONSIDER QUOTATIONS FOR AN EXTERNAL STRUCTURAL SURVEY TO AN AREA OF CHATSWORTH PARK BORDERING A PROPERTY

The Committee discussed the Amenities Officer's report concerning a property that borders Chatsworth Park at Kirby Drive. The owner contacted the Town Council concerning her fence being damaged by the trees next to the border. When the tree surgeon visited the location with the Amenities Officer he felt the issue was not with the trees but the soil level from rain and debris washing down from the top of the bank to her property border at the bottom. It was suggested that contact was made with a structural engineer to assess the area. Five local companies were contacted and it was proposed by Cllr Smith, seconded by Cllr Gallagher and unanimously **RECOMMENDED** that the quotation from Stapleton Consulting Limited at £395 plus VAT is accepted, with the outcome of the survey being taken to a future Amenities & Civic Centre Meeting. Cllr Gallagher thanked the Amenities Officer for obtaining the quotations.

1311. TO AGREE DRAFT GROUNDS MAINTENANCE CONTRACTS FOR 2021 TO 2024

There was much discussion concerning the Amenities Officer's report. The current three contracts had been updated and taken to the Committee for consideration before a tender process is started. Cllrs Gallagher and O'Connor suggested that the maintenance of two twittens in East Saltdean are reinstated as they had concerns East Sussex County Council would not

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1311. To agree draft grounds maintenance contracts for 2021 to 2024 (Contd)

provide a maintenance programme even though they were listed as a Public Right of Way.

8.24pm - Cllr Page re-joined the meeting.

It was proposed by Cllr Robinson, seconded by Cllr Judd and unanimously **RECOMMENDED** that the following amendments to the contracts are made - Contract 1 to include bin emptying twice a week and litter picking of the park once a month between April and September; that the bill of quantities in Contract 1 includes the right quantities due to a typing error; that the two twittens in East Saltdean are reinstated for Contract 3, and finally that the small print in Contracts 1 and 3 are amended to read that eco-friendly weed killer is to be used (listed under 'Paths'). The contracts will then go out to tender. Cllr Smith asked that contractors are asked if they wish to bid for all of the contracts when the tender process is started.

1312. TO CONSIDER SDNPA DONATED TREES

The Amenities Officers report was considered, but Cllr Gallagher did not agree with the recommendation not to proceed with the previous SDNPA donated trees. Cllr Gallagher had managed to speak with another employee at SDNPA and had been told that the trees were still waiting for collection. It was proposed by Cllr Gallagher, seconded by Cllr Sharkey and unanimously **RECOMMENDED** that Cllr Gallagher investigates the collection of trees with SDNPA.

1313. TO RATIFY FOREST SCHOOL SESSIONS IN CHATSWORTH PARK

The Amenities Officer advised that Develop Outdoors had requested to undertake several Forest School sessions during July on a 1:1 or small group basis. As this request fell during the easing of lockdown and the Committee were not meeting until the end of the month, the Amenities Officer had contacted the Committee Chair and Vice-Chair to ask how they wished to proceed. They both confirmed that providing Risk Assessments were carried out and that the Town Council were provided with a copy of Develop Outdoors' public liability insurance, they were happy for the sessions to take place. Develop Outdoors provided both documents and were contacted to confirm agreement of the sessions. It was proposed by Cllr O'Connor, seconded by Cllr Sharkey and unanimously **RATIFIED** that the sessions take place.

1314. TO AGREE CHATSWORTH PARK CONSULTATION DOCUMENT

Following discussion it was proposed by Cllr Clarkson, seconded by Cllr Smith and unanimously **RECOMMENDED** that the draft Chatsworth Park consultation document is approved with the following changes made; question 7 is amended to read 'cycle routes through the park' and that residents are advised in the description that they can email the Town Council for an electronic version of the form if they are unable to post or hand deliver their response to the Civic Centre. Cllr Mills and Robinson volunteered to hand deliver the letters to residents bordering the park.

1315. TO CONSIDER QUOTATIONS FOR THE REMOVAL OF A TIMBER PIECE OF EQUIPMENT AT ROBERT KINGAN PLAYGROUND

The Amenities Officer advised she had initially received 2 quotations, but a further quotation had been received after the agenda had been issued which she had forwarded to the Committee

TELSCOMBE TOWN COUNCIL



1315. To consider quotations for the removal of a timber piece of equipment at Robert Kingan Playground (Contd)

earlier on in the day for them to also take into consideration. Cllr Judd asked if the companies contacted had a waste licence to take the equipment away. It was proposed by Cllr Page, seconded by Cllr Judd and **RECOMMENDED** that the quotation of £1175 from Fairlight Lawns be accepted, on the proviso that they provide a copy of their waste licence and that the Amenities Officer checks if the price includes or excludes VAT. Cllr Mills abstained.

1316. TO AGREE DRAFT LITTER PICKING RISK ASSESSMENT

The draft Risk Assessment was considered by the Committee. Cllr O'Connor noted that the risk assessment would need to be given to the responsible officer of each litter pick. Cllr Gallagher highlighted a small spelling mistake on Page 3 of the document which would need amending. Cllr Judd offered to provide the Amenities Officer with a copy of the Risk Assessment he has written, which is Council approved. It was proposed by Cllr Sharkey, seconded by Cllr Harris and unanimously **RECOMMENDED** approval of the Risk Assessment and that it is taken to Full Council with the amended spelling error alongside any amendments following receipt of Cllr Judd's Risk Assessment.

1317. TO CONSIDER PURCHASE OF REPLACEMENT FRIDGE/FREEZER

There was much discussion regarding a replacement fridge/freezer. Cllr Smith felt the Council should purchase a large fridge/freezer similar to the current unit, which will be beneficial to all hirers using the Civic Centre. It was proposed by Cllr Page, seconded by Cllr Sharkey and unanimously **RECOMMENDED** that a new fridge/freezer is purchased up to the value of £600, with a minimum width of 900mm to provide as large a fridge capacity as possible and that we support the local shop QDA.

1318. FUTURE EVENTS

The Amenities Officer informed the Committee that the Future Events working group had met earlier on that afternoon and the following suggestions were made - dates for a Sussex Day Fair in 2021 be explored by the Admin Assistant; the Merchant Navy Day flag raising goes ahead on 3rd September; the Dog Show takes place on 20th September, but classes are reduced; a socially distanced Macmillan coffee morning is investigated (potentially in place with the Dog Show); the Kids Halloween party is cancelled; the Admin Assistant contacts the Telscombe Residents Association to check if they want to go ahead with the Race Night on 14th November; a decision concerning the Kids Christmas Party to be decided at a later date and finally that the 'Great British Spring Clean Campaign' litter pick is held on Sunday 13th September 2020. This was **noted** by the Committee.

1319. URGENT MATTERS AT THE DISCRETION OF THE CHAIRMAN FOR NOTING

Cllr Gallagher informed the Committee about a complaint that had come through to the Office concerning encroachment from The Copse to a neighbouring property. The resident had passed a historical letter she had sent to the Council in 2017 to the Amenities Officer, which had not been responded to at the time. Cllr Gallagher asked if there had been an update from the Office to the complaint and the Amenities Officer advised she was investigating this via the Tree



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1319. Urgent Matters (Contd)

Officer at Lewes District Council and informed the resident accordingly. A discussion ensued and it was **agreed** that the Amenities Officer would make contact with the resident and ask if Cllrs Gallagher and Judd could meet to discuss her issues. Cllr Smith asked if the Committee could be provided with copies of residential complaints so the Councillors are aware of the issues that are important for local residents.

Cllr Robinson reported that she had received a complaint from a member of the public concerning the lack of disabled access on Telscombe Tye. The Town Clerk confirmed that the resident is trying to access the Tye from the field known as 'Pig Field', which is not owned by the Council but there is access from East Saltdean. Cllr Robinson asked if someone would meet with the resident and Cllr Gallagher agreed, along with Cllr Judd and the Town Clerk.

Cllr Harris stated that the missing cover in the pavement outside the Toyota Garage had not been replaced. The Amenities Officer advised it had been replaced but Cllr Harris asked her to re-check as it appears to have disappeared again.

There being no further business the meeting closed at 9.35pm.

Signed.....
CHAIRMAN

NB Next meeting of the Committee - Monday 28th September 2020 at 7.30 pm

Agenda Item 5 - Amenities and Civic Centre Action List
28th September 2020

Date of Meeting	Issue Detail	Action Owner	Update	Due Date
23.9.19	Min 1215, p 3053 – Proposals to increase Civic Centre revenue	SN	Cllrs Gallagher, Judd and Town Clerk to explore potential schemes and bring back to a future meeting. <i>On hold for time being due to current situation.</i>	Nov 2020
25.11.19	Min 1227, p 3088 – To consider a solitary bee nesting scheme within Chatsworth Park	CC/BB	An agenda item has been added to this meeting.	Completed
25.11.19	Min 1230, p 3089 – To consider school/youth event to build natural lean-to shelters in Chatsworth Park	CC/BB	CP working group happy to support DO & for wood to be taken during winter maintenance programme for use of lean-to shelters. BB to correspond with DO & successful tender of tree maintenance.	Nov 2020
27.01.20	Min 1250, p 3129 – To agree estimate for new Mayors Board	SN/IS	Mayor's board delivered. Mayor's partner to submit quote for painting Civic Centre picture on board.	Nov 2020
27.01.20	Min 1251, p 3129 – To consider disposal of pool table	SN	Second-hand value to be ascertained and table then advertised for sale. <i>On hold due to current situation</i>	Nov 2020
27.01.20	Min 1257, p 3130 – Urgent Matters	SN	Purchase of larger dog bins for Tye - investigations in hand.	Nov 2020
23.03.20	Min 1264, p 3165 – To consider installation of brick barbecue areas in Chatsworth Park	BB	An agenda item has been added to this meeting under the Chatsworth Park consultation.	Completed
23.03.20	Min 1272, p 3167 – To consider litter picking under 'The Great British Spring Clean' campaign	BB	Litter pick was carried out on 13.09.20 & was a great success. Further litter picks to be held in future, concentrating on cliff tops.	Completed
23.03.20	Min 1274, p 3168 – To ratify the café concession in Chatsworth Park	BB	The concession has been re-advertised, for a proposed start in April 2021. Deadline for applications is 08.01.20	Jan 2020
23.03.20	Min 1277, p 3169 – To consider request for a plaque on the boat planter at Civic Centre	SN	SN given authority to member of public to purchase plaque & asked for sample picture regarding painting name & anchor. <i>No response heard to date.</i>	Nov 2020
27.05.20	Min 1290, p 3194 – To consider replacement noticeboard in Bannings Vale	BB	The noticeboard has been replaced.	Completed
27.05.20	Min 1293, p 3195 – To consider quotations for clearing deadwood in an area of Chatsworth Park, with the border of Chatsworth Close	BB	This item will be taken to the Chatsworth Park Working Group to discuss way forward. Bianca to update residents in this location.	Nov 2020

Agenda Item 5 - Amenities and Civic Centre Action List
28th September 2020

27.05.20	Min 1295, p 3196 – To consider quotation for cutting back trees/hedges to a property in Ambleside Avenue bordering Chatsworth Park	BB	The work has now been completed	Completed
27.05.20	Min 1298, p 3196 – To consider SDNPA donated trees (Autumn 2020)	BB	SDNPA confirmed that the scheme will not run in Autumn 2020 due to staffing issues. Asked that our interest is forwarded to relevant team for any future projects.	Completed
27.07.20	Min 1307, p 3227 – To discuss encroachment into Chatsworth Park and consider way forward	DJ, CG, CR & LOC	Cllrs Judd, Gallagher, Robinson and O'Connor to visit location and their feedback to be taken to a future A&CC Meeting.	Nov 2020
27.07.20	Min 1308, p 3228 – To consider a tree survey for Chatsworth Park & The Copse	BB	Reports obtained. An agenda item has been added to this meeting.	Completed
27.07.20	Min 1309, p 3228 – To consider quotation to carry out a survey to an area/tree in Chatsworth Park bordering a property	BB	An agenda item has been added to this meeting.	Completed
27.07.20	Min 1310, p 3228 – To consider quotations for an external structural survey to an area of Chatsworth Park bordering a property	BB	A Purchase Order has been issued to Stapleton Consulting Ltd for them to carry out a structural survey and their report is due to the Town Council.	Nov 2020
27.07.20	Min 1311, p 3229 – To agree draft grounds maintenance contracts for 2021 to 2024	SN	Contracts finalised & tender process advertised. Closing date end Nov 2020 – will bring back to meeting Jan 2021.	Complete
27.07.20	Min 1312, p 3229 – To consider SDNPA donated trees (Spring 2020)	CG	SDNPA confirmed the trees are no longer available.	Completed
27.07.20	Min 1314, p 3229 – To agree Chatsworth Park consultation document	SN	Document finalised and hand delivered by Cllrs. Responses considered by Cllrs & agenda item added for this meeting.	Complete
27.07.20	Min 1315, p 3230 – To consider quotations for the removal of a timber piece of equipment at Robert Kingan Playground	BB	An agenda item has been added to this meeting.	Completed
27.07.20	Min 1316, p 3230 – To agree draft litter picking risk assessment	BB	Risk Assessment taken to Full Council for approval.	Completed
27.07.20	Min 1317, p 3230 – To consider purchase of replacement fridge/freezer	SN	Agreed buy local up to £600. Cllr Robinson visited QDA for options. SN subsequently emailed Committee re option of tall larder fridge & mini freezer. Agreed by majority & items purchased £469 net of VAT.	Complete

Agenda Item 5 - Amenities and Civic Centre Action List
28th September 2020

27.07.20	Min 1319, p 3231 – Urgent Matters (encroachment complaint)	BB	An agenda item has been added to this meeting.	Completed
27.07.20	Min 1319, p 3231 – Urgent Matters (disabled access on Telscombe Tye)	DJ, CG & SN	SN and Cllrs Gallagher, Judd & Robinson met resident. Ongoing but to be referred to P&R.	Complete
27.07.20	Min 1320, p 3231 – Urgent Matters (missing cover outside the Toyota Garage)	BB	Missing cover reported to ESH, case reference 00493066. Ongoing but referred to Planning & Highways	Completed

<u>AGENDA ITEM</u>	6
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Stella Newman, Town Clerk & RFO
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	Income & Expenditure to 31 st August 2020

1. INTRODUCTION

The Income & Expenditure figures to 31st August 2020 are attached – see Appendix A.

2. INFORMATION

The actual year to date income for Amenities is £400 and Civic Centre £3,715 and expenditure for Amenities is £6,064 and Civic Centre £15,160.

Explanations for main differences and other possible queries as follows:-

Amenities

1013 Income memory plaques – we have had an unexpected large amount of orders, possibly due to Covid and people being out walking more.

4363 Town Entertainments – this expenditure is for our licences to cover the Civic Centre for music, playing films etc.

4366 Wave Leisure – due to Covid the summer school did not take place this year.

4367 Youth Services – due to Covid the proposed activities did not take place.

4098 Play equipment replacement – the amount of £20,000 is committed expenditure, i.e., to put into an earmarked reserve at year end towards future playground refurbishment.

4351 Seats and Noticeboards - £383 was our contribution to the Saltdean Residents' Association for benches in East Saltdean

Civic Centre

1000 Income Civic Centre – income is reduced due to lack of hirers at the Civic Centre. We have still received income from the telephone mast rental and electricity FIT payments.

4412 Water & sewage – this is paid in 2 instalments, with the second payment due now.

4060 Loan accounts – this is paid in 2 instalments with the second payment due in November.

3. RECOMMENDATION

It is recommended that the figures are agreed.

4. ENVIRONMENTAL IMPACT

N/A

5. FINANCIAL IMPLICATIONS

The Civic Centre being shut due to Covid has had a detrimental affect on the projected income for the Civic Centre. To date we are approximately £9,000 down.

16/09/2020

Telscombe Town Council

15:47

Detailed Income & Expenditure by Budget Heading 31/08/2020

Month No: 5

Committee Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
<u>Amenities</u>							
<u>105 Town Events</u>							
1013 Income memory plaques	30	400	200	(200)			200.0%
1054 Income entertainment	0	0	800	800			0.0%
Town Events :- Income	30	400	1,000	600			40.0%
4363 Town Entertainments	345	645	2,000	1,355		1,355	32.3%
4365 Entertainment consumables	0	0	200	200		200	0.0%
4366 Wave Leisure	0	0	1,500	1,500		1,500	0.0%
4367 Youth Services	0	0	2,000	2,000		2,000	0.0%
Town Events :- Indirect Expenditure	345	645	5,700	5,055	0	5,055	11.3%
<u>201 Parks, Open Spaces/Playgrounds</u>							
4098 PlayEquipment Replacement	0	0	20,000	20,000	20,000	0	100.0%
4100 Playgrounds Spare Parts	0	183	2,000	1,817		1,817	9.1%
4101 Grounds Maintenance	0	1,438	5,590	4,152		4,152	25.7%
4104 Works contract 1, playgrounds	0	731	5,710	4,979		4,979	12.8%
4105 Works contract 2 -trees/hedges	0	1,210	6,410	5,200		5,200	18.9%
4106 Small maint. works contract 3	0	515	2,290	1,775		1,775	22.5%
4107 Playground inspections	195	975	2,600	1,625		1,625	37.5%
4328 Joint litter/dog bin emptying	0	(16)	1,800	1,816		1,816	(0.9%)
Parks, Open Spaces/Playgrounds :- Indirect Expenditure	195	5,036	46,400	41,364	20,000	21,364	54.0%
<u>202 Amenities General</u>							
4351 Seats and Notice Boards	0	383	1,500	1,117		1,117	25.5%
Amenities General :- Indirect Expenditure	0	383	1,500	1,117	0	1,117	25.5%
Amenities :- Income	30	400	1,000	600			40.0%
Expenditure	540	6,064	53,600	47,536	20,000	27,536	48.6%

Continued over page

Detailed Income & Expenditure by Budget Heading 31/08/2020

Month No: 5

Committee Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
<u>Civic Centre</u>							
<u>301 Civic Building</u>							
1000 Income Civic Centre	0	3,715	32,500	28,785			11.4%
Civic Building :- Income	0	3,715	32,500	28,785			11.4%
4401 General Repairs	554	794	2,000	1,206	1,206		39.7%
4402 Consumable Supplies	115	315	800	485	485		39.4%
4403 Equipment Maintenance	0	590	1,900	1,310	1,310		31.1%
4404 External/Internal Decorating	62	62	1,000	938	938		6.2%
4406 Refuse collection	46	466	900	434	434		51.8%
4407 Equipment	0	0	1,500	1,500	1,500		0.0%
4411 Rates	1,206	6,029	14,500	8,471	8,471		41.6%
4412 Water and Sewage	0	805	1,900	1,095	1,095		42.3%
4413 Electricity	0	260	2,100	1,840	1,840		12.4%
4414 Gas	74	895	2,700	1,805	1,805		33.1%
4419 Internal/external works	0	0	3,000	3,000	3,000		0.0%
Civic Building :- Indirect Expenditure	2,057	10,217	32,300	22,083	0	22,083	31.6%
 <u>302 Civic Building Loan</u>							
4060 Loan Accounts	0	4,943	9,780	4,837		4,837	50.5%
Civic Building Loan :- Indirect Expenditure	0	4,943	9,780	4,837	0	4,837	50.5%
Civic Centre :- Income	0	3,715	32,500	28,785			11.4%
Expenditure	2,057	15,160	42,080	26,920	0	26,920	36.0%

<u>AGENDA ITEM</u>	7
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Bianca Buss, Amenities Officer
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	To agree actions contained within the tree survey report for Chatsworth Park & The Copse

1. INTRODUCTION

It was agreed at the meeting on 27th July to instruct Arborsense to undertake a tree inspection and submit a survey report for Chatsworth Park and The Copse.

2. INFORMATION

The report is attached highlighting recommendations on work to be completed.

3. RECOMMENDATION

It is recommended that the suggested actions in the report be undertaken and that estimates be obtained, to be brought back to the next meeting for agreement.

4. ENVIRONMENTAL IMPACT

None. The recommendations in the report minimise any risks to both trees and the local residents, thus allowing the trees to have a significant impact on our environment.

5. FINANCIAL IMPLICATIONS

Costings are unknown at this stage, with £3,500 remaining in the grounds maintenance budget and £20,000 in earmarked reserves.

ARBORICULTURAL REPORT

FOR

Telscombe Town Council

**Chatsworth Park &
The Copse**

Prepared by: Mr Saul Heath FdScArb TechArborA

Date: 31-08-20

Contents

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1. Introductory Details

Chatsworth Park & The Copse

1.1. Arborsense Arboricultural Consultants have been instructed by Telscombe Town Council to undertake tree inspections at the above sites. Inspection observations and any required mitigation measures have been detailed in this report.

2. Scope and Limitations of the Report

2.1. This report includes:

- Assessment of the health, condition and safety of the trees.
- Recommendations on any immediate and future management of the trees based on current best practice guidelines.

2.2. Trees are living organisms whose health and condition can change rapidly and all trees, even healthy ones, are at risk from unpredictable climatic and man-made events. The assessment of risk for any tree is based upon factors evident at the time of the inspection and the interpretation of those factors by a suitably qualified inspector. The health, condition and safety of trees should be checked on a basis commensurate with the level of risk and preferably on an annual basis.

2.3. The assessment of the trees, conclusions and any recommendations made in this report are valid for a period of 12 months only. This period of validity may be reduced should there be any change in factors affecting both the surrounding environment and built structures within close proximity. In addition, any conclusions were made based on information available at the time of the inspection and any inaccuracies in this information may affect the validity of this report

2.4. No soil samples were removed from site for analysis.

2.5. The trees were inspected from ground level, further assessment of the trees through climbing or internal investigation was not deemed necessary.

2.6. This is not a detailed dimensional report and the measurements given are approximate.

2.7. No responsibility is assumed by Arborsense for legal matters that may arise from this report, and the consultant shall not be required to give testimony or to attend court unless subsequent contractual arrangements are made.

2.8. Any alteration or deletion from this report will invalidate it as a whole.

2.9. The responsibility for any work undertaken on the surveyed trees rests with the land owner.

2.10. This report was compiled in line with the Common Sense Risk Management of Trees produced by the National Tree Safety Group, (Published by the Forestry Commission (2011)).

3. Site Visit

3.1. A site visit was undertaken on the 30th of August, 2020 by Mr Saul Heath; Mr Heath is a senior consultant with Arborsense; a LANTRA certified tree inspector with over 20 years' experience in the industry. An academic degree in arboriculture was gained through the University of Central Lancashire (FdScArb). Technical status was attributed by The Arboricultural Association (TechArborA).

3.2. All observations were carried out from ground level using the Visual Tree Assessment (VTA) method (Mattheck, C and Breloer, H (1994) – The Body Language of Trees, Research for Amenity Trees No. 4, Department of the Environment).

4. Observations and Recommendations

(To be read in conjunction with APPENDIX 1. TREE WORK SCHEDULES)

4.1. The Copse is predominantly made up of Sycamores; Horse Chestnuts, Hawthorns and Elders are also present although to a lesser extent. Previous management is evident, Ivy has been severed at the base of the main stems of the trees in the past, it is beginning to re-establish on some of the stems and should be re-severed to aid future inspections. A small amount of dead-wood is present in some of the crowns, the deadwood should be removed. There are 2 dead trees within the Copse (shown as T1 & T2 on the Tree Location Plan (T1 is marked with yellow paint, I was unable to mark T2 due to extensive bramble growth but the tree is clearly visible in a northerly direction from the footpath) the trees should be felled.

4.2. Chatsworth Park is made up of mixed species, including: Common Ash, Pines, Sallows, Poplars, Sycamores, Field Maples, Mountain Ash, Hawthorns and Elders. Previous management is evident since my last inspection. There is a broken upper limb in the White Poplar (T3: marked with yellow paint) the limb should be cut out. One Common Ash (T4: marked with yellow paint) has severe dieback and should be felled.

4.3. Ivy is beginning to establish on many of the stems and should be severed to aid future inspections.

4.4. Hanging deadwood and standing deadwood is evident throughout the Park; this should be removed.

4.5. As many of the trees are Common Ash future monitoring will be needed to ascertain the threats from Ash-Dieback.

4.6. I recommend a further professional inspection 12 months from the date of this report.

5. Conclusions

5.1. The trees within Chatsworth Park and the Copse are generally in good condition, deadwood is common, particularly in older trees.

5.2. If this report's recommendations are followed and regular inspections and maintenance works are carried out any risks of harm to visitors and passers-by or damage to property should be reduced to an acceptable level.

Saul Heath FdScArb TechArborA

6. APPENDIX 1. TREE WORK SCHEDULES

Explanatory notes: The priority heading is given as one of two categories’.

- Routine: The remediation/tree work should be done during routine maintenance work; preferably within 6 months.
- Urgent: The remediation/tree work should be done as a matter of urgency; preferably within one month.

The Copse

Tree No. or Group No.	Species	Location /Site	Preliminary Management Recommendations	Priority
T1	Hawthorn	The Copse	Fell the tree	Routine
T2	Hawthorn	The Copse	Fell the tree	Routine
Broadly across the site	Sycamore, Horse Chestnut & Hawthorn	The Copse	Remove the hanging dead-wood	Routine
Broadly across the site	Sycamore, Horse Chestnut & Hawthorn	The Copse	Sever the Ivy at the base of the main stems	Routine

Chatsworth Park

Note: walking in a clockwise direction.

Tree No. or Group No.	Species	Location	Preliminary Management Recommendations	Priority
T3	White Poplar	Left of the path (by the stand of Scots Pines)	Remove the damaged limb	Routine
T4	Ash	Left of the bottom field	Fell the tree	Routine
Broadly across the site	Ivy	Throughout the Park	Sever the Ivy at the base of the main stems	Routine
Broadly across the site	Ash, Sycamore, Pines, Poplars	Throughout the Park	Remove any visible deadwood	Routine

7. APPENDIX 2. TREE LOCATION PLAN



Arborsense, 68A Church Street, Old Town, Eastbourne, BN211QJ

07930644440 saulthetreeman@gmail.com

<u>AGENDA ITEM</u>	8
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Cllr C Gallagher, Committee Chair
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	To note update on matters related to Chatsworth Park and The Copse and to agree actions

1. INTRODUCTION

At this Committee on 23rd September 2019 I suggested setting up a working party to include residents for Chatsworth Park as there were so many issues to be dealt with: also that volunteers should be directed to Friends of Chatsworth Park Facebook group and a new Facebook group be set up connecting tree and wildflower enthusiasts.

2. INFORMATION

These were all taken up and subsequently Telscombe Town Tree Wardens Facebook page set up.

3 successful and regular litter picks have taken place on the 2nd Sunday of the month at 11am, July, August and September (coinciding with 'The Great British Spring Clean'). This initiative is intended to continue and be amended to include other activities which can be carried out to improve the greenspace.

There have been 2 Working Groups set up, the first to deal with general items. Meetings have taken place and through the lead of Cllr Clarkson, a Management Plan is currently being prepared. The other Working Party set up in September 2019 is specifically working on the provision of a Café and public toilets in Chatsworth Park. Unfortunately Covid 19 has disrupted this project but a 'Telscombe Cliffs Refreshment Concession' document has been agreed and advertised.

A survey was delivered to all of the homes bordering Chatsworth Park and The Copse in August 2020. The results have been collated and Cllrs Gallagher, Robinson and Smith and the Amenities Officer met via Zoom on 11th September to undertake an initial review of the results and make recommendations as to the next step. As anticipated the results confirmed that different areas of the greenspaces cause different problems and individuals have differing opinions. There was a majority request that the respondees should be kept informed and involved. The aim is to arrive at policies which enhance the public greenspaces cost effectively for the residents.

3. ACTIONS

- Acknowledge consultation responses and decide what next letter to be sent to respondees

- Consultation results to be considered by the Working Group at its next meeting. Actions and suggestions arising from that meeting to be taken to the next Amenities & Civic Centre Committee meeting.
- Councillor Smith to provide a paper he prepared concerning boundaries to be considered by the Working Group.
- Cllr Robinson to provide a spreadsheet collating results to be considered by the Working Group.
- To agree to obtain estimates for a report to cover invasive species and tree heights near residents' boundaries.

4. ENVIRONMENTAL IMPACT

A Management Plan will control trees, vegetation, etc but ensure that the habitat of any wildlife is also preserved.

5. FINANCIAL IMPLICATIONS

n/a

<u>AGENDA ITEM</u>	9
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Bianca Buss, Amenities Officer
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	To review situation regarding invasive trees in Chatsworth Park and The Copse

1. INTRODUCTION

At the last Amenities & Civic Centre meeting, it was agreed that I would contact Arborsense and ask that they provide a second quotation for a tree survey covering the plotting of invasive species and recommendations on how best to handle these trees.

2. INFORMATION

I contacted Arborsense as per the agreement, and they responded as follows:

'I wouldn't consider Poplars or Horse Chestnuts to be invasive species but I could have a detailed look at the areas mentioned and provide recommendations, there would be no extra fee for this'.

Following the site visit he did not produce a further report for these areas but advised in an email *'I was able to look at the trees bordering The Copse and Telscombe Cliffs Way, there are no issues concerning the trees here.'*

I went back to him as this did not provide the information we required and he further advised that *'I inspected the trees health, condition and safety'* and went on to say that if we prune their height it will then need to be done every 3-5 years as this encourages growth.

3. RECOMMENDATION

It is recommended to decide how to proceed bearing in mind this resulted from residents' complaints.

4. ENVIRONMENTAL IMPACT

N/A

5. FINANCIAL IMPLICATIONS

None.

<u>AGENDA ITEM</u>	10
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Bianca Buss, Amenities Officer
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	To note the Chatsworth Park Consultation

1. INTRODUCTION

At the last meeting the Chatsworth Park consultation document was approved and copies delivered to residents bordering the park.

2. INFORMATION

As agreed at the last Chatsworth Park Working Group meeting, I met with Councillors Gallagher, Robinson and Smith to discuss the findings, which will initially be taken to the next Chatsworth Park Working Group, before reporting back to a future Amenities & Civic Centre meeting. Of those consulted, just under 40% of residents responded.

3. RECOMMENDATION

To note the above information.

4. ENVIRONMENTAL IMPACT

The Town Council are taking proactive steps to protect our important green spaces residents, vegetation and the wildlife that live there.

5. FINANCIAL IMPLICATIONS

N/A

<u>AGENDA ITEM</u>	11
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Bianca Buss, Amenities Officer
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	To consider a solitary bee nesting tube scheme within Chatsworth Park for Spring 2021

1. INTRODUCTION

At the Amenities & Civic Centre meeting held in November 2019, it was agreed that Cllr Clarkson be given delegated authority to spend a maximum of £300 to launch a scheme to build solitary bee nesting tubes within Chatsworth Park for Spring/Summer 2020.

2. INFORMATION

There was some difficulty in purchasing a large amount of bamboo canes due to the Covid-19 pandemic, although the Town Clerk managed to source some bamboo canes from Paradise Park at a nominal fee. Cllr Clarkson created 10 bundles with instructions on how to build the homes. These bundles were sent to Meridian Primary School where the children created the homes by placing the bamboo canes at the end of plastic bottles. The bundles were then placed in Chatsworth Park for people to visit by some of the Councillors (example below and map of locations attached):



I asked Meridian School for feedback and was provided a newsletter highlighting the work from the children who participated (attached).

3. RECOMMENDATION

That a larger programme is taken forward for spring 2021 which includes the purchasing of supplies to create bundles, which will then be provided to the three local primary schools for them to build nest tubes and locate them within Chatsworth Park. The tubes will need to be replaced every 1-2 years.

4. ENVIRONMENTAL IMPACT

Bees are essential to pollinate trees and flowers.

5. FINANCIAL IMPLICATIONS

A 50 pack of 3ft tall bamboo canes (10-12mm diameter) can be purchased for approximately £6.50.



Reception and Year One

The children have been investigating our new pond by working together to catch the interesting creatures that live in the pond.

They used their magnify glasses to try and identify the names of the creatures they caught. Among them were blood worms, water louse, water beetles and a tiny froglet.

Some children were even lucky to see an adult frog.

Community News

Telescombe Town Council approached us during lockdown to see if Meridian would be part of their project to help solitary bees and other pollinators. This involved making 'Bee Homes'.

A group of year 6 children set to work on the 'Bee Homes' for Chatsworth Park. They were provided with bamboo canes, string, and a plastic bottle. The canes were packed into the end of the bottle. Solitary bees and other pollinators will crawl into the canes to live. They have now been placed in Chatsworth Park by some of the Councillors.

Below are some photos of them being placed in the park. On the last page of the newsletter there is a map of Chatsworth Park showing you where the 'Bee Homes' have been placed. These can be located by looking for the Bee symbols.



Last week the children collected leaves and tried to identify which tree they belonged to. They then used the leaves to create some amazing leaf prints.



Well Done



The children have been utilising their whittling skills by crafting a butter knife out of a piece of Hazel. We have some very skilled craftspeople in our mists.

They have also been pond dipping looking at all the weird and wonderful creatures that live at the bottom of the pond.

Last week the children made bat homes for our nocturnal friends. They drilled pilot holes and nailed and glued the wood together. This left small gaps between the wood where the bats can climb up and roost during the day.

An amazing effort by all.



Well Done

Become an Insect

Place a length of string along a chosen area in your garden e.g. lawn, wild area or up a tree.

Using a magnify glass pretend to be an insect (an ant or beetle) and move along the string.

What minibeast can you find?

Can you record how many?

Can you put the numbers of each minibeast into a tally chart and bar graph?

Send pictures of your completed challenge in, along with your tally chart and bar graphs.

Year 2 & 3

The children have been exploring the creatures that live in the pond and under a log. They showed excellent focus when trying to identify which leaf came from which tree. With these leaves they produced some leaf prints to decorate their animal templates.



Year 4 & 5

The children have been exploring the creatures that live in the pond. They showed excellent focus when trying to identify what they found e.g. Water louse, water mites, blood worm, water beetles and much more.

They have also been learning how different birds compete for food through games.

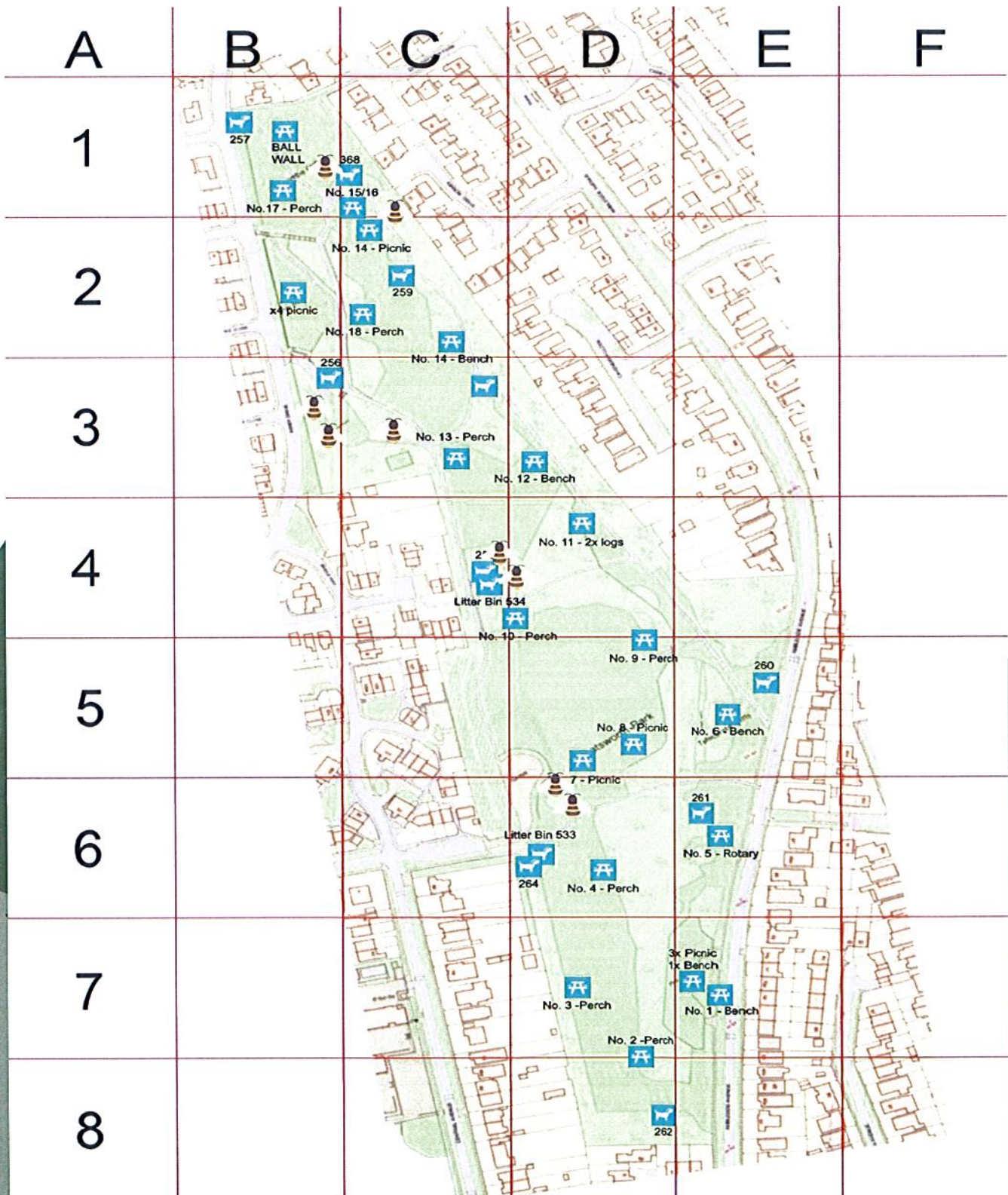


'Bee Homes' in Chatsworth Park



Look for **Bee symbols** using the map to find the homes.

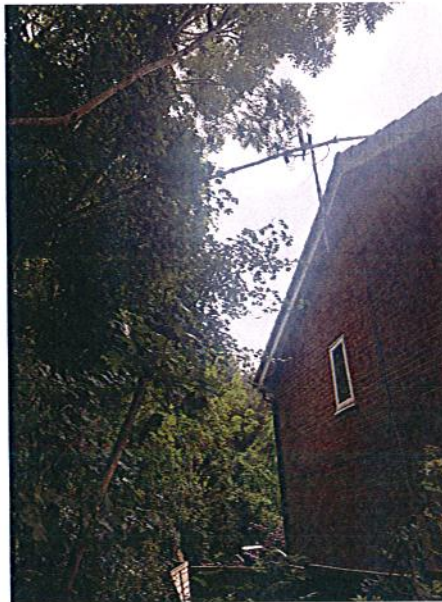
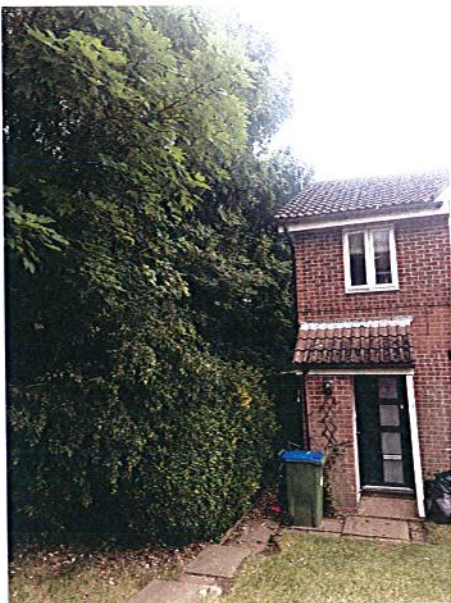
Please do not touch or remove the homes



<u>AGENDA ITEM</u>	12
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Bianca Buss, Amenities Officer
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	To consider works to trees in an area of Chatsworth Park

1. INTRODUCTION

A few weeks ago we received a complaint from a resident whose property borders Chatsworth Park regarding the height of the trees. The resident highlighted that they no longer have any satellite signal and the trees are encroaching her border. I visited the area and have attached pictures of the concerns below:



2. INFORMATION

Trees have been cut back in this location several times, most recently in November last year. In 2018 three trees were also removed bordering the property. I had previously contacted the Tree Officer at Lewes District Council (LDC) concerning television signal and he informed me that there is no legal right for reception.

The resident has also completed the consultation form and has made reference to the fact they are unable to access television signal.

I contacted five contractors and asked them to provide us with a quotation for this work. I received the following responses:-

EH Treecare: **£180 + VAT** to cut back to the boundary.

Roots Upwards Ltd: **£360 excluding VAT** to cut the branches near to the sky dish back to the border (quote attached). Please note that this price is based on visiting the area and carrying out another job we have asked him to quote at the same time (details provided in the next agenda item).

Trees Understood: I met with this contractor on site and he provided two quotations, which are attached. Option 1 was to reduce the trees in height at a price of **£495 excluding VAT**. Option 2 was based on felling 5 trees bordering the property at a price of **£680 excluding VAT**, which will fully resolve the issue for the resident, but will impact the local environment. LDC would also need to be contacted to obtain their agreement as there are planning restrictions within Chatsworth Park.

3. RECOMMENDATION

I recommend the Committee consider if they want to cut back the trees to the boundary or to investigate with LDC the option of felling the trees, due to the regular maintenance required to this particular location. I also recommend that if any trees are felled in this area, another is planted elsewhere in the park in its place.

4. ENVIRONMENTAL IMPACT

Continuously cutting back the trees in this location will encourage them to grow higher and create further issues in the long term. Felling trees encourages global warming.

5. FINANCIAL IMPLICATIONS

We have £3,500 remaining in the grounds maintenance budget and £20,000 in an earmarked reserve. Any other actions agreed will have an impact on these figures.

Telscombe Cliffs Council

21st September 2020

Dear Bianca

Following my site visit, I hope you find the quote below to your satisfaction.

9 Bridle Way- (x1 large Sycamore, x1 large Ash & x2 small Field maple)

OPT 1- Reduce all 4 trees in height to match existing tree that has been previously reduced	£495
OPT 2- Fell these 4 trees and extra Field maple hat has been previously reduced	£680

Central Ave Car Park area

Cut back and lift overhanging vegetation up to 4m	£260
---	------

We are not VAT registered so all prices are final

Price includes removing all arisings from site unless otherwise agreed and green waste costs.

If you have any queries regarding this quote please do not hesitate to contact me.

These trees may well be protected by a TPO (Tree Preservation Order) or lie within a conservation area. I am obliged to check their status and send the necessary applications on your behalf. This is free of charge.

If your trees overhang neighbouring properties we may need access to clear up. As a courtesy, we recommend you let them know this prior to us starting work.

All work undertaken conforms to BS 3998 (Recommendations for Tree Work).

We will leave your garden how we found it.

Yours sincerely

Carlos Daly

Quotation

F.a.o Bianca Buss - Amenities Officer
Telscombe Town Council
Telscombe Civic Centre
360 South Coast Road
Telscombe Cliffs
BN10 7ES

15th September 2020

Dear Bianca

RE: 9 Bridle Way/ 113 Central Avenue

Thank you for asking us to quote for the works at the above property.

Further to the photographs supplied please find below details of the works requested and the associated cost (excluding vat).

Please let me know if you require any further information.

I look forward to hearing from you.

Yours sincerely,

Matt Haynes
Director



Always
Checkatrade.com
Before you use them

Approved by Trading Standards

Various tree works

1. Trees bordering 9 Bridle Way, Telscombe Cliffs, BN10 7DF

Trees are affecting the resident's sky signal - To cut the branches near to the sky dish back to the border.

£360

2. Tree bordering a car park situated opposite 113 Central Avenue, Telscombe Cliffs, BN10 7NE

The trees and vegetation from Chatsworth Park are encroaching the car park - To cut back all tree branches and any other vegetation back to the border

£380

*This quotation assumes that uninterrupted access is permitted to enable the works to be completed
No height reduction of trees is costed just branch cut-back in line with the borders/boundary*

All waste is removed and recycled.

<u>AGENDA ITEM</u>	13
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Bianca Buss, Amenities Officer
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	To consider cutting back vegetation/trees from Chatsworth Park overhanging a car park in Central Avenue

1. INTRODUCTION

Cllrs Clarkson and O'Connor recently visited a resident at the top of Central Avenue and noticed that vegetation from Chatsworth Park was encroaching through to one of the car parks (picture below).



Cllr Clarkson asked if this could be taken to the next Amenities & Civic Centre meeting and consideration be given to cut the hedging/trees back to the border.

2. INFORMATION

I have contacted five contractors and asked for a price to have any tree branches and vegetation cut back to the fence border. Three have responded as follows:

Roots Upwards Ltd: **£380 excluding VAT** to cut back all tree branches and any other vegetation to the border (quote attached). Please note that this price is based on visiting the area and carrying out another job we have asked him to quote at the same time (details provided in the previous agenda item).

Trees Understood: **£260 excluding VAT** to cut back and lift overhanging vegetation up to 4 metres (quote attached).

EH Treecare: **£150 + VAT** to cut back to the boundary.

3. RECOMMENDATION

That the quotation from EH Treecare for £150 + VAT be accepted.

4. ENVIRONMENTAL IMPACT

The proposed hedge cut will be actioned outside the breeding season for nesting birds.

5. FINANCIAL IMPLICATIONS

We have £3,500 remaining in the grounds maintenance budget for 2020/21 and £20,000 in earmarked reserves. Any previously agreed actions will impact on these figures.

<u>AGENDA ITEM</u>	14
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Bianca Buss, Amenities Officer
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	To consider repairs to pot holes at the entrance to Chatsworth Park car park and consider a long term plan for the car park surface

1. INTRODUCTION

Whilst visiting a resident in Telscombe Cliffs, Cllrs Clarkson and O'Connor were concerned with the pot holes situated at the entrance to the Chatsworth Park car park at the junction with Park Avenue.

2. INFORMATION

Cllr Clarkson asked that this is raised at the next Amenities & Civic Centre meeting and consideration be made to repair the pot holes (pictures below), as well as a long term plan for the car park surface.



We have previously had the potholes filled with MOT and tamped down, but over time this is washed out.

3. RECOMMENDATION

That the Committee consider obtaining quotations for the potholes to be filled in. Concerning the long-term plan, I recommend this is taken to the Chatsworth Park Working Group to evaluate a proposed programme of works, before their recommendations and any prices being taken back to this Committee for consideration.

4. ENVIRONMENTAL IMPACT

Fixing the potholes will encourage more car users to park in this designated space instead of the busy local roads. There has also been evidence that repairing pot holes reduces car emissions.

5. FINANCIAL IMPLICATIONS

We have £3,500 remaining from our grounds maintenance budget for 2020/21 and £20,000 in earmarked reserves. Any previously agreed actions will impact on these figures.

<u>AGENDA ITEM</u>	15
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Stella Newman, Town Clerk & RFO
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	To consider obtaining Ecological Survey for Chatsworth Park and The Copse

1. INTRODUCTION

As agreed at the last Chatsworth Park Working Group meeting, Cllr Clarkson asked if could obtain estimates for an Ecological Survey for Chatsworth Park and The Copse.

2. INFORMATION

Councillors want to draw up a separate management plan for each area to control trees and vegetation but want to ensure that the habitat of any wildlife is also preserved, hence the requirement for the reports. It would be for wildlife only and should cover insects, birds and mammals such as foxes and badgers.

I approached several companies and have received responses as follows:-

Ecology Consultancy

Estimate for Chatsworth Park and The Copse £2,185 plus VAT

Lizard Landscape Design & Ecology:-

Estimate for The Copse £650

Estimate for Chatsworth Park £920

TOTAL £1,570 plus VAT

Middlemarch Environmental

Estimate for Chatsworth Park and The Copse £1,200 plus VAT

Greenspace Ecological Solutions

Estimate for Chatsworth Park and The Copse £790 plus VAT

3. RECOMMENDATION

It is recommended that consideration be given to the estimates received.

4. ENVIRONMENTAL IMPACT

The ecological survey will highlight the diversity between different plants, animals and other species in the areas in question and aid towards a Management Plan.

5. FINANCIAL IMPLICATIONS

This is unplanned expenditure and therefore if it is agreed to have surveys undertaken, the expenditure should come from the Grounds Maintenance earmarked reserve of £20,000. Any previously agreed actions will impact on this figure.

Telscombe Town Council
360 S Coast Road
Telscombe Cliffs
Peacehaven

Date: 18 September 2020

Dear Stella Newman

Fee proposal: PEA (Our ref. EB10184)

Thank you for inviting The Ecology Consultancy to provide a quote for services for your project. It is our understanding that you require a Preliminary Ecological Appraisal survey and assessment in support of a management plan for Chatsworth Park and The Copse. A site map showing the proposed survey extent is shown below in Appendix 1.

Our services will identify any risks or opportunities to ecological features that will affect your development. We will work with you to help you to deliver your project on time and to find the best solution for any ecological issues which may arise.

The total fee for this work will be £2,185.00 plus VAT¹
See table overleaf for a detailed breakdown of costs

Notes: ¹The above costs are based on surveys of the area shown in Appendix 1.

Project Team

Our Principal Ecologist/nominated Project Manager is Oliver Grice Jackson. Oliver is a Senior Ecologist with five years' consultancy experience. Oliver's role at The Ecology Consultancy includes project management, client liaison, habitat and protected species surveys, design and preparation of habitat management plans and report writing. Oliver has experience of undertaking and managing a range of projects from small scale residential developments to large scale commercial projects. Oliver holds survey licenses for great crested newts and barn owls and has achieved level 4 on the BSBI's Field Identification Skills Competency Certificate scheme. CVs for all relevant staff are available on request. CVs for all relevant staff are available on request.

Our commitment to you:

- Work to your timescale and budget;
- Provide regular updates and alert you to any ecological issues;
- Provide pragmatic, practical solutions where issues arise;
- Deliver consistently high-quality outputs in line with industry best practice; and
- Respond promptly to any queries you may have.

About Us

The Ecology Consultancy has over 20 years' experience of providing ecological advice on development projects and our 100+ consultants have extensive knowledge of and solutions for a wide range of ecological issues. Our work is certified to ISO 9001 and 14001. We look forward to working with you and aim to build strong relationships with our clients who value our approach.

We are happy to discuss any additional services you may require. You can find further information on our full range of services and regional offices on our website (www.ecologyconsultancy.co.uk).

With our sister companies, Arbeco (www.arbeco.co.uk), Green Infrastructure Consultancy (www.greeninfrastructureconsultancy.com), and Temple (www.templegroup.co.uk), we can also offer arboricultural, green infrastructure, noise, air quality, planning, EIA and sustainability services.

Supporting Information

For easy reference we have appended:

- [Appendix 1](#): A site map detailing the extent of the proposed survey area.
- [Appendix 2](#): A Project Portfolio detailing similar projects where we have helped clients achieve successful outcomes.
- [Appendix 3](#): The methodologies used for the required ecology services.

Breakdown of costs (plus VAT)

Preliminary Ecological Appraisal (PEA)	
Preliminary Ecological Appraisal Survey	£440.00
Desk Study	£275.00
Reporting: Chatsworth Park The Copse	£710.00 £540.00
Mapping	£100.00
Project Management and Expenses	£120.00
Total	£2,185.00

²To inform your management plan and the preliminary ecological appraisal, we recommend a data search as this will allow us to better assess the potential presence of protected and/or notable species. The above figure is inclusive of the standard 2km species and sites data search cost (£225) for the Sussex Biological Records Centre.

Please note that this quote is subject to your acceptance of The Ecology Consultancy's terms and conditions and is valid for 6 months from date of issue. To accept this quote and our terms please complete, sign and return the **Client Agreement Form**, providing purchase order numbers (if required) and invoicing details. Please ensure you read and understand the methodologies proposed for the work and that they meet the requirements of your project, prior to returning the **Client Agreement Form**.

If you wish us to work under your terms and conditions, then we reserve the right to add the following charges to the total of the quote above: -

- Review, negotiation and agreement of non-standard terms and conditions - £200
- Review and issue of non-standard Letter of Reliance, Deed of Novation or Collateral Warranty - £200

Next Steps

Please also provide:

- A **topographic survey** of the site in .dwg (CAD) format;
- A plan displaying **development proposals** in .dwg (CAD) format;
- Any previous ecology reports for the site;
- Details of any deadlines and site access arrangements; and
- The **asbestos register** for relevant buildings and asbestos reports, if applicable

If you cannot provide us with a topographic survey, we will purchase an Ordnance Survey base map of the site at minimum 1:10,000 scale in .dwg (CAD) or .shp (shapefile) format.

Please don't hesitate to get in touch with any further questions or additional requirements you may have and we will be happy to discuss them with you.

We look forward to working with you.

Yours sincerely



Oliver Grice-Jackson, Bid Manager

Inc: **Client Agreement Form**

Version	Created by	Approved by	Date
V1.0	Oliver Grice-Jackson	Wendy McFarlane	18/09/2020

Appendix 1: Site Map



The above red line boundaries show the extent of the proposed survey area according to our understanding. If this does not represent the areas that you require surveying, please let us know prior to commission. Any changes to the area post-commission may incur additional costs.

Appendix 2: Project Portfolio

St Mary's Church Gardens, Islington (2018) PEA; Local Government; Leisure; LEMP

Islington Borough Council contracted The Ecology Consultancy to provide a Preliminary Ecological Appraisal (PEA) that would support their proposal to improve the design of St Mary's Church Gardens. In light of Islington's status as the most densely populated borough in London (70% of Islington residents have no garden of their own), the aim of the project was to create a welcoming and flexible place where the local community could gather, particularly on special occasions; to provide a new piece of the public realm which could allow children to engage with the site, increase facilities for cycle parking and improve lighting to make it a safe but atmospheric place after dark that complements the significant landmark, the Grade II listed church of St Marys. The Ecology Consultancy worked alongside the clients landscape ecologist to tailor recommendations to maximise opportunities to enhance the biodiversity of the site whilst making respectful considerations regarding its use as a former church yard and maintaining its integrity and function as a community space. Enhancements included cycle stores with biodiverse roofs to encourage zero-emission travel to the site, swift boxes within the church Belfries, bird and bat boxes on trees and wildlife planting in accordance with national and local planning policies.

Recreation grounds, Suffolk (2015) Recreation; leisure; bats; reptiles; great crested newts; Suffolk; static survey; LPA

A Preliminary Ecological Appraisal at an existing council-owned recreation facility near Lowesoft adjacent to a Local Wildlife Site was undertaken to inform potential plans to convert the site as a holiday park. This revealed the potential for a number of protected species to be present on site, including bats, great crested newts, badger, reptiles and breeding birds. Further targeted surveys were therefore undertaken to establish presence/likely absence of these species. These surveys were undertaken according to best practice guidance and at the appropriate time of year to ensure a robust data set was gathered to support the proposals for the site. We were able to establish the value of boundary features for a diversity of foraging and commuting bats which provide detailed information to inform mitigation and design plans for the site. Likewise, the confirmed presence of great crested newt, roosting bats and reptiles at the site allows for full consideration of the legal implications and licensing requirements at an early stage in the process, ensuring potential costs and delays to programme were minimised. Consideration was given to habitat linkages between the site and nearby areas of semi-natural habitat and potential and known bat roosting habitat, including the Local Wildlife Site.

Tudor Rose Park, Peacehaven (2018) Birds; Sussex; dormice; reptiles; multi species; translocation; mitigation

The Ecology Consultancy were commissioned to undertake surveys for breeding birds, hazel dormouse and reptiles at Tudor Rose Park to inform the expansion of the existing caravan park. The surveys revealed the presence of 25 species of bird, eight of which were notable (linnet, dunnock, house sparrow, skylark, song thrush, herring gull, starling and Cetti's warbler). Populations of slow worm and common lizard were also present. Recommendations for the site included a reptile translocation and measures to maintain bird interest such as retention and creation of scrub, hedgerows etc.

Publications

We are the co-authors of the 2nd edition of *Working With Wildlife: Guidance for the Construction Industry* which was published by CIRIA in 2011 and which updates the earlier 2006 edition. 2019 saw the launch of the Working With Wildlife app which gathers the key information from this guide into an up to date compact, user-friendly mobile application.

We co-authored the paper '*Overwinter Survival and Post Release Movements of Translocated Water Voles: Implications for Current Mitigation Guidance*' which was published in the European Journal of Wildlife Research in 2018, as well as an article in 2015 entitled '*Water Vole Translocation: Building Resilience into Receptor Habitat Design*' in CIEEM's quarterly publication In Practice.

We are also co-authors with others of the CIRIA publication *Building Greener – Guidance on the use of green roofs, green walls and complementary features on buildings*

Appendix 3: Methodologies

Preliminary Ecological Appraisal

Preliminary Ecological Appraisal Survey

An extended Phase 1 habitat survey and protected species assessment of both sites will be undertaken. The survey will include a full description of the broad habitat types present, including an assessment of any Habitats of Principal Importance (as listed under Section 41 of the Natural Environment and Rural Communities Act 2006) and, as far as possible given the time of year, listing of higher plants and provision of target notes on features of special value or interest. The survey method used will be as recommended by the Joint Nature Conservation Committee (2010), and the overall assessment will follow guidelines issued by the Chartered Institute of Ecology and Environmental Management (CIEEM, 2017). An assessment of whether the habitats present on the site are likely to support protected/notable species, such as bats, badger, breeding birds, great crested newt, and reptiles will also be undertaken.

Desk Study

In line with current industry best practice, a desk study will be undertaken in order to identify any legally protected/notable species that could potentially be affected by upcoming management of the sites. This desk study will use information from the Local Records Centre and other web-based resources to provide records of protected species from within a 2km search radius of the site. Additional web-based resources will also be used to obtain details of statutory protected sites and Habitats of Principal Importance under section 41 of the NERC Act.

Report

The reports will be produced in accordance with CIEEM guidelines for Ecological Appraisal (CIEEM, 2017), Ecological Report Writing (CIEEM, 2017), and Ecological Impact Assessment (CIEEM, 2018) and will be prepared including the following: Collation/interpretation of data search information; Description of current ecological baseline conditions at the site; Assessment of the potential presence of protected species on each site or its immediate vicinity based on the results of the survey and the data search; Evaluation of the relative nature conservation importance of each site; Review of potential impacts on notable habitats, sites and species in relation to any management proposals for each site; Recommendations for further survey (if necessary); Recommendations for addressing ecological opportunities, including net gain, and constraints following the established mitigation hierarchy; Recommendations to inform the future management of each site to achieve the best ecological outcomes.

N.B The cost provided includes a two-stage review/quality assurance of the document by senior staff. Costs are provided for each site, 'Chatsworth Park' and 'The Copse'.

Mapping

To produce a colour plan for each site showing habitats present. The map will contain target notes showing any features of ecological interest. The map will be produced using ArcGIS software by our in-house mapping technician enabling habitat areas to be calculated for use in the PEA Report.

N.B. Please note that a detailed topographic plan of the existing site in .dwg or .shp format will be required to undertake any surveys and GIS/mapping work. If this is unable to be provided, or does not have the required detail for the survey type, we will purchase one at an additional cost from emapsite.com.

Project Management and Expenses

To cover the costs associated with: administration, report and map production, project management, and return travel costs for one site visit.

Client Agreement Form	
Project Details	
Project Title:	Chatsworth Park and The Copse
Project Code:	EB10184
Your Purchase Order Number:	
Total Fee Value Commissioned (excluding VAT):	£2,185.00
Client Details	
PLEASE NOTE – The Client is the organisation or person to whom our report and other services will be addressed and provided and to whom we owe a duty of care and whom is always and only liable for the settlement of our fees.	
Client Organisation	Telscombe Town Council
Address	360 S Coast Road Telscombe Cliffs Peacehaven BN107ES
Contact	Name: Stella Newman Email: stella.newman@telscombetowncouncil.org.uk Phone: 01273589777
Invoicing Details (if different from above)	
PLEASE NOTE – If the Billing Organisation is different organisation or person from the Client, The Ecology Consultancy does not recognise any duty of care towards the Billing Organisation, nor does it provide any warranty or indemnity to the Billing Organisation nor may the Billing Organisation rely in any way whatsoever on or report or other services provided to the Client.	
Billing Organisation	
Billing Address	
Billing Contact Details	Name: Email: Phone:
Date & Signature	

This Agreement incorporates The Ecology Consultancy's terms and conditions for the provision of the Services set out in the document attached.

I have read, understood and accept The Ecology Consultancy's terms and conditions.

Signature of duly authorised person:

for and on behalf of:

Position:

Date:

Further information

- VAT at the applicable rate will be added to our fees.
- Our reports are sent in PDF format to minimise our environmental footprint but we can provide hard copies if required for an additional fee of £70 per copy or the total cost whichever is the greater.
- Quote valid for 6 months from issue.

Ecology Consultancy Limited

Standard Terms & Conditions

1. DEFINITIONS

1.1 In these Conditions the following words shall have the following meanings:

Additional Services means additional services which are in excess of the Services and which ECL either provides itself or else procures and are provided by third parties to the Client, and which may include, without limitation, discrete ecological surveys, applications for and administering licences or such other additional services agreed between the parties and which in any such case shall be the subject of a separate Fee Quote.

Agreement means these Conditions, together with the Key Terms or a Fee Quote, as the case may be.

Business Days means a day (other than a Saturday, Sunday or public holiday in England) when banks are open for business.

Client means the person, firm or company for whom ECL is to provide the Services or Additional Services and whose details are set out in the Key Terms or Fee Quote.

Client Materials means the client materials set out in the Key Terms or the Fee Quote, as the case may be.

Client Report means the initial report prepared by ECL for the Client as part of the Services and concerning the findings of the Field Work.

Deliverables means all Documents, products and materials developed by ECL or its agents, subcontractors, consultants, sub-consultants or employees in relation to the Services or Additional Services in any form, including application forms, computer programs, data, reports (including the Client Report), maps and plans, presentation materials (including any audio or video recordings of any presentations prepared by ECL for the Client), training materials and specifications (including drafts).

Document means in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

ECL means Ecology Consultancy Limited a company incorporated in England and Wales

under Company Number 03881110 and whose registered office is 21 Perrymount Road, Haywards Heath, West Sussex, RH16 3TP. **The Ecology Consultancy** is the trading name of Ecology Consultancy Ltd.

Expenses means reasonable expenses incurred by ECL in the provision of the Services or the Additional Services including, but not limited to, travelling expenses, accommodation, subsistence costs, costs of materials, photocopying, telephone and fax as detailed in the Schedule of Expenses..

Fee Quote means a quote given by ECL to the Client in respect of the Additional Services and governed by these Conditions.

Field Work means attending the site specified by the Client for the purposes of observing, monitoring and documenting the wildlife inhabiting and populating the Client's site.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Key Terms means the principal terms set out on the front page of this Agreement and headed Key Terms.

VAT means value added tax chargeable under English law for the time being and any similar additional tax.

2. APPOINTMENT

2.1 The Client appoints ECL and ECL agrees to provide the Services or Additional Services, as the case may be, in accordance with the terms of this Agreement.

3. ECL'S OBLIGATIONS

3.1 ECL will perform the Services and/or the Additional Services with reasonable care and skill.

reasonable security requirements that apply at the Client's site.

3.2 ECL will use reasonable endeavours to meet any performance dates agreed in connection with the Services and/or Additional Services, but, given the nature of the Services and the Additional Services and the effect of a number of factors (including, but not limited to, the weather and animal behaviour) on ECL's ability to be able to provide the same, any such dates (howsoever communicated) shall be estimates only and time for performance by ECL shall not be of the essence in this Agreement.

4.2 If ECL's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client its agents, subcontractors, consultants or employees, ECL shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

3.3 ECL will perform the Services and/or Additional Services in accordance with the professional standards laid down by the Code of Professional Conduct (**the Code**) of the Chartered Institute of Ecology and Environmental Management (**CIEEM**).

4.3 The Client shall be liable to pay ECL, on demand, all reasonable costs, charges or losses sustained or incurred by ECL arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement (including, without limitation, any costs or losses incurred by ECL as a result of the Client's failure to comply with its obligations with regards to the Client Materials). Where such behaviour by the Client results in ECL incurring additional time spent providing the Services and/or Additional Services, such time will be charged for on the basis of an hourly rate of [see schedule of fees] and will be payable by the Client in addition to the Fees.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall:

- (a) co-operate with ECL in all matters relating to the Services or Additional Services;
- (b) ensure that ECL, its employees, subcontractors and subconsultants are provided with access to any site it/they require access to in order to perform the Services or Additional Services;
- (c) comply with the obligations set out in the Key Terms or Fee Quote with regards to the Client Materials;
- (d) be responsible (at its own cost) for preparing and maintaining the relevant site for the supply of the Services or Additional Services, including identifying, monitoring, removing and disposing of any hazardous materials from the site, including but not restricted to asbestos, in accordance with all applicable laws, before and during the supply of the Services or Additional Services; and
- (e) inform ECL, its employees, subcontractors and sub-consultants in a timely manner of all relevant health and safety rules and regulations, risk assessments, protective personal equipment requirements and any other

5. FEES & EXPENSES

5.1 In consideration of the provision of the Services and/or Additional Services by ECL, the Client shall pay the Fees to ECL (without deduction or set-off) as set out in the case of the Services in the Key Terms, and in the case of any Additional Services in the Fee Quote.

5.2 In the absence of any other agreed payment terms, all invoices issued under this Agreement shall be payable in full (without deduction or set-off) within [14] days of the date of the invoice.

5.3 In addition to the Fees, the Client shall also repay to ECL any Expenses. In order to claim for Expenses, ECL shall submit a claim form in arrears on a monthly basis for the Expenses incurred that month and the Client shall pay such claims submitted to it, in full and in clear funds, within [14] days of receipt of the claim form.

5.4 Without prejudice to any other right or remedy that ECL may have, if the Client fails to pay any sum to ECL on the due date, ECL may:

- (a) charge interest on such sum from the due date for payment at the rate of 2% above the Bank of England Base Rate per month, accruing on a monthly basis and being compounded monthly until payment is made; and/or

- (b) suspend all Services and/or Additional Services until payment has been made in full.
- 5.5 Time for payment shall be of the essence in this Agreement.
- 5.6 All sums payable to ECL under this Agreement shall become due immediately on termination of this Agreement (however arising). This Clause 5.6 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 6. INTELLECTUAL PROPERTY**
- 6.1 Notwithstanding Clause 6.2 below, the Client agrees that all Intellectual Property Rights and all other rights in the Deliverables shall vest in ECL.
- 6.2 Subject to the Client having paid all Fees due and outstanding claims in respect of the Expenses, ECL grants the right to the Client to copy freely any Deliverables provided that such copies are made for distribution for the purposes of making an application for planning consent and/or licence.
- 6.3 The Client agrees that ECL shall have the right to publicise the fact that the Client is, or was, a client and to utilise the Client's name and where applicable its corporate logo in publicity materials in this respect. ECL may also describe in general terms the type of work conducted for the Client.
- 7. CONFIDENTIALITY**
- 7.1 Subject to Clause 7.2 and where so requested by the Client, ECL agrees to hold in strict confidence all information of a confidential nature provided by the Client in connection with the Services and/or Additional Services save where such information is known to ECL already or exists already in the public domain or ECL is required to disclose such information by law, court order or any governmental or regulatory authority.
- 7.2 ECL may provide the details of wildlife records obtained during the performance of the Services and/or Additional Services to any public biodiversity records centre or other wildlife records centre.
- 7.3 The Client agrees to keep in strict confidence all technical or commercial know-how, specifications, processes, opinions or initiatives which are of a confidential nature and have been disclosed to the Client by ECL, its employees,
- agents, consultants, subconsultants or subcontractors and any other confidential information concerning ECL's business (including, without information, information about the Fees) which the Client may obtain. The Client may disclose such information to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under this Agreement and as may be required by law, court order or any governmental or regulatory authority. The Client may not use any such information for any purpose other than to perform its obligations under this Agreement.
- 8. USE OF DELIVERABLES & THIRD PARTY MATERIALS**
- 8.1 The Client agrees that the Deliverables have been prepared as part of the Services and/or Additional Services for the Client's benefit only and, unless agreed otherwise in writing between the parties, shall not be used by the Client for any other purpose other than that for which they were provided.
- 8.2 ECL shall accept no liability to any third party to the extent that any such claim relates to the Deliverables or unauthorised use of the Client Report by the same.
- 9. LIMITATION OF LIABILITY**
- 9.1 This Clause 9 sets out the entire financial liability of ECL (including any liability for the acts or omissions of its employees, agents, consultants, subconsultants and subcontractors) to the Client in respect of: any breach of this Agreement; any use made by the Client of the Services, the Additional Services, the Deliverables or any part of them; or any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 9.3 Nothing in these Conditions limits or excludes the liability of ECL: for death or personal injury resulting from negligence; or for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by ECL.
- 9.4 Subject to Clauses 9.2 and 9.3 ECL shall not be liable for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss

of goods; loss of contract; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

meaning of section 268 of the Insolvency Act 1986.

9.5 Without prejudice to other more restrictive limitations elsewhere in this Agreement, ECL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with performance, or contemplated performance of this Agreement shall be limited to the Fees or the amount of the loss whichever is the smaller.

10. INSURANCE

10.1 ECL shall put in place and maintain public liability and professional indemnity insurance cover to the value of £1,000,000 for professional indemnity and £5,000,000 for public liability. If requested to do so by the Client, ECL shall within 30 days of the date of request, provide to the Client copies of such insurance policies and/or certificates as evidence of payment of insurance premiums.

11. TERMINATION

11.1 Without prejudice to any other rights or remedies which ECL may have under this Agreement, ECL may terminate this Agreement immediately by service of notice in writing to the Client in the event:

- (a) that the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than [7] days after being notified in writing to make such payment; or
- (b) of any material or repeated breach of this Agreement by the Client, which breach in the case of a material breach is not remedied (if capable of remedy) within 30 days after the service of a written notice specifying the nature of the breach and the steps required for its remedy; or
- (c) that the Client suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the

11.2 On termination of this Agreement for any reason:

- (a) the Client shall immediately pay to ECL all of ECL's unpaid Fees notwithstanding that any Payment Milestones have not been reached, any outstanding amounts in respect of Clause 4.3 and any outstanding Expenses;
- (b) the Client shall immediately return all of the Deliverables and any copies thereof, and will no longer have the right to use any of them for any purposes; and
- (c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

12. FORCE MAJEURE

12.1 ECL shall have no liability to the Client under this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of ECL or any other party), failure of a utility service or transport network, act of god, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13. VARIATION

13.1 If the Client requests a change to the scope of the Services or Additional Services ECL will consider such request but are under no obligation to make the change. Where the parties agree to change the Services, or Additional Services, as the case may be, in accordance with this Clause 13, they will do so without invalidating these Conditions or this Agreement. If any changes under this Clause increases or decreases ECL's cost of or time required for the performance of the Services or Additional Services the Fees shall be modified in writing accordingly.

14. WAIVER

14.1 The failure or delay by either party to enforce any one or more of the terms in these Conditions shall not be a waiver of them or of the right at any time subsequently to enforce all or any of these Conditions.

15. SEVERANCE

15.1 If any Clause of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other Clauses of these Conditions and the remainder of the Clause in question shall not be affected.

16. ENTIRE AGREEMENT

16.1 This Agreement constitutes the whole agreement between the parties and supersedes any previous agreements between the parties relating to the subject matter of this Agreement.

16.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract) as provided in this Agreement.

17. ASSIGNMENT

17.1 The Client shall not, without the prior written consent of ECL, assign any of its rights or obligations under this Agreement.

17.2 ECL may at any time assign, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement. Any subcontractor appointed by ECL shall be appointed from ECL's preferred list of subconsultants and shall be required by ECL to carry out the Services or Additional Services in accordance with ECL's standard terms for subcontractors and the professional standards laid down by the Code of the CIEEM.

18. RIGHTS OF THIRD PARTIES

18.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

19. NOTICES

19.1 Any notice, invoice or other communication which the parties are required or permitted by this Agreement to serve on the other party shall be sufficiently served if sent to the other party at

its address set out in the Key Terms or Fee Quote (or such other address as is notified to the other party in writing) as follows:

(a) by hand; or

(b) by registered or first class post.

20. JURISDICTION

20.1 This Agreement shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.



Ecology Consultancy

The Ecology Consultancy is part of the Temple Group.

Making places better for people and wildlife

London - Tempus Wharf, 33a Bermondsey Wall West, London, SE16 4TQ
T. 020 7378 1914 W. www.ecologyconsultancy.co.uk E. enquiries@ecologyconsultancy.co.uk

- **Sussex** - 3 Upper Stalls, Iford, Lewes, East Sussex BN7 3EJ T. 01273 813739
- **East Anglia** - 60 Thorpe Road, Norwich, Norfolk NR1 1RY T. 01603 628408
- **Midlands** - 1-2 Trent Park, Eastern Avenue, Lichfield, Staffordshire WS13 6RN T. 01543 229049
- **North** - The Paine Suite, Nostell Business Park, Doncaster Road, Wakefield, WF4 1AB T. 01924 921900
- **Devon** - 3 Drakes Cottages, Milton Combe, Yelverton, Devon, PL20 6HB T. 01822 855196

18th September 2020
LLD6559 / FEES / JJ

Ms Stella Newman
Town Clerk & Finance Officer
Telscombe Town Council
Telscombe Civic Centre
360 South Coast Road
Telscombe Cliffs
East Sussex
BN10 7ES



LIZARD
Landscape Design and Ecology

Dear Ms Newman

**Lizard Landscape Design and Ecology - Ecology Consultancy Services
The Copse, Telscombe Cliffs, Telscombe, East Sussex
Preliminary Ecological Appraisal**

Thank you for approaching our practice to undertake the ecological consultancy work for The Copse, Telscombe Cliffs, Telscombe, East Sussex.

Habitats and Designations

The site is located on the eastern side of Telscombe Cliffs Avenue and approximately 700.0 metres north of the Esplanade at Telscombe. The site contains an area of dense woodland containing mature trees and vegetation. A pathway crosses the site area from Telscombe Cliffs Way emerging at Bush Close. There are no other ecological or landscape designation for this site. Tree Preservation Orders will be investigated upon Commission.

Preliminary Ecological Appraisal – Approach

A preliminary ecological appraisal would be undertaken and the site subjected to a baseline survey using guidelines set out in the '*Handbook for Phase 1 Habitat Survey – a Technique for Environmental Audit*' (JNCC, 2003). Habitats within the site would be classified and the presence, or potential presence, of certain protected and / or notable species of flora and fauna would be identified. A summary description of the existing site habitat would be provided in addition to a site habitat map with accompanying target notes to indicate the approximate location of features of interest. The results would accompany in large part photographic evidence obtained whilst on site.

A provisional floral list would be compiled during the site walkover, and where relevant the site would be divided into discreet compartments based upon differing habitats or communities. A list of flowering plants would be made along with their relative abundance using the *DAFOR Scale; Dominant, Abundant, Frequent, Occasional and Rare*. All plants would be identified to species level, wherever possible, using *Streeter (2010)* in accordance with the prevailing nomenclature.

Continued...

Landscape Architecture	Ecology	Landscape Planning
Lizard Landscape Design Limited, The Old Bank, 34 South Street, Tarring, West Worthing, West Sussex, BN14 7LH		Value Added Tax Registration No. 780 8071 19 Company Registration No. 5213718

LLD6559 / The Copse, Telscombe Cliffs, Telscombe, East Sussex / 18th September 2020

Habitats within and immediately adjacent to the site would be assessed for their potential for uncommon and protected fauna including mammals, birds, bats, reptiles, and amphibians. This would involve identifying features, which may be used by protected species, potential foraging areas and other signs of use. Stones, dead wood, and rubble would be turned over and any dug holes studied for recent activity by mammals. Water bodies would be investigated within 500.0 metres of the proposed development (*where relevant and practicable*). Recommendations for further study (*if required*) would be given with reasons clearly explained in the final report.

All the above details would be submitted for approval by the local authority planning department.

Please find attached a copy of our consultancy fee proposal for the above stages of work. We trust that this is acceptable to you. Please contact me should you wish to discuss or review these with me. We look forward to hearing from you.

Yours sincerely,

Joe Jackson
Principal

Landscape Architect BA (Hons) LA DipLA CMLI

Encs.

Continued...

Landscape Architecture**Ecology****Landscape Planning**

Lizard Landscape Design Limited,
The Old Bank,
34 South Street, Tarring,
West Worthing, West Sussex, BN14 7LH

Value Added Tax Registration
No. 780 8071 19
Company Registration
No. 5213718

LLD6559 / The Copse, Telscombe Cliffs, Telscombe, East Sussex / 18th September 2020

Lizard Landscape Design and Ecology - Ecological Consultancy Services
The Copse, Telscombe Cliffs, Telscombe, East Sussex
Preliminary Ecological Appraisal Survey

Work Stages 'Other Services' - Preliminary Ecological Appraisal Survey

- Ecology Site Survey and Walkover;
- Extended Phase 1 Habitat Survey;
- Ecology Statement and Report;
- Phase 1 Site Habitat Plan – Drawing Production;
- Biodiversity / Ecological Recommendations and Enhancements.

Ecological Appraisal - Lump Sum Fees and Expenses

£ 650.00

(excluding VAT)

Continued...

Landscape Architecture

Ecology

Landscape Planning

Lizard Landscape Design Limited,
 The Old Bank,
 34 South Street, Tarring,
 West Worthing, West Sussex, BN14 7LH

Value Added Tax Registration
 No. 780 8071 19
 Company Registration
 No. 5213718

LLD6559 / The Copse, Telscombe Cliffs, Telscombe, East Sussex / 18th September 2020

Notes

The above stages of work are set out in accordance with the Landscape Consultants Appointment; 2018; published by The Landscape Institute. The fee proposal includes for all fees and expenses relating to the services defined above. Further requirement for other services over and above those defined within the fee proposal, subject to prior agreement with Telscombe Town Council would be charged at the following rates;

•	Principal Landscape Architect	£ 55.00 per hour;
•	Technical Director - Landscape	£ 47.00 per hour;
•	Associate Landscape Planner	£ 47.00 per hour;
•	Senior Landscape Architect	£ 42.00 per hour;
•	Landscape Architect	£ 37.00 per hour;
•	Assistant Landscape Architect	£ 32.00 per hour;
•	Senior Ecologist	£ 42.00 per hour;
•	Project Ecologist	£ 38.00 per hour;
•	Assistant Ecologist	£ 35.00 per hour.

The fee proposal includes all services up to and including submission to the Planning Authority. Any subsequent amendment required by planning comments / decisions made the Planning Authority shall be charged as additional services subject to prior agreement with Telscombe Town Council Lizard Landscape Design and Ecology understand that Telscombe Town Council shall provide all necessary Ordnance Survey, Measured Base Survey, Architectural Layout, Service Layout information required for completion of the commission. Lizard Landscape Design and Ecology is registered for VAT, charged at the standard rate of 20.0 %. (VAT Registration No. 780 8071 19).

Payment Terms

Lizard Landscape Design and Ecology would invoice Telscombe Town Council monthly, or upon completion of a specific stage of work. Payment in full is due on the date of the invoice and accounts should be settled in full within 30 days.

Continued...

Landscape Architecture

Lizard Landscape Design Limited,
The Old Bank,
34 South Street, Tarring,
West Worthing, West Sussex, BN14 7LH

Ecology

Landscape Planning

Value Added Tax Registration
No. 780 8071 19
Company Registration
No. 5213718

LLD6559 / The Copse, Telscombe Cliffs, Telscombe, East Sussex / 18th September 2020

Please complete the form below to confirm commission and acceptance of the fees and return to lizard.landscape@btconnect.com

Instruction for Lizard Landscape Design to proceed with commission:	
Client Name:	
Client Address:	
Client Email Address	
Invoice name and address	<i>(Leave blank if same as above)</i>
Signature	
Date	

Landscape Architecture

Lizard Landscape Design Limited,
The Old Bank,
34 South Street, Tarring,
West Worthing, West Sussex, BN14 7LH

Ecology

Landscape Planning

Value Added Tax Registration
No. 780 8071 19
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No. 5213718

18th September 2020
LLD6558 / FEES / JJ

Ms Stella Newman
Town Clerk & Finance Officer
Telscombe Town Council
Telscombe Civic Centre
360 South Coast Road
Telscombe Cliffs
East Sussex
BN10 7ES



LIZARD
Landscape Design and Ecology

Dear Ms Newman

**Lizard Landscape Design and Ecology - Ecology Consultancy Services
Chatsworth Park, Telscombe Cliffs, Telscombe, East Sussex
Preliminary Ecological Appraisal Survey**

Thank you for approaching our practice to undertake the ecological consultancy work for Chatsworth Park, Telscombe Cliffs, Telscombe, East Sussex.

Habitats and Designations

The site is located on the western side of Ambleside Avenue and approximately 700.0 metres north of the Esplanade at Telscombe. The site contains a large public amenity park with large areas of grassland interspersed with mature trees and vegetation which surround the site boundary and cover areas of the central and southern site area. These trees are designated as *UK Priority Habitat – Deciduous Woodland* and are also recorded on the *National Forest Inventory as Broadleaved Woodland*. Footpaths cross the park intermittently and there are children's play area is located on the south eastern and north western site boundary, adjacent to Kirby Drive. There are no other ecological or landscape designation for this site. Tree Preservation Orders will be investigated upon Commission.

Preliminary Ecological Appraisal – Approach

A preliminary ecological appraisal would be undertaken and the site subjected to a baseline survey using guidelines set out in the '*Handbook for Phase 1 Habitat Survey – a Technique for Environmental Audit*' (JNCC, 2003). Habitats within the site would be classified and the presence, or potential presence, of certain protected and / or notable species of flora and fauna would be identified. A summary description of the existing site habitat would be provided in addition to a site habitat map with accompanying target notes to indicate the approximate location of features of interest. The results would accompany in large part photographic evidence obtained whilst on site.

A provisional floral list would be compiled during the site walkover, and where relevant the site would be divided into discreet compartments based upon differing habitats or communities. A list of flowering plants would be made along with their relative abundance using the *DAFOR Scale; Dominant, Abundant, Frequent, Occasional and Rare*. All plants would be identified to species level, wherever possible, using *Streeter (2010)* in accordance with the prevailing nomenclature.

Continued...

Landscape Architecture	Ecology	Landscape Planning
Lizard Landscape Design Limited, The Old Bank, 34 South Street, Tarring, West Worthing, West Sussex, BN14 7LH		Value Added Tax Registration No. 780 8071 19 Company Registration No. 5213718

LLD6558 / Chatsworth Park, Telscombe Cliffs, Telscombe, East Sussex / 18th September 2020

Habitats within and immediately adjacent to the site would be assessed for their potential for uncommon and protected fauna including mammals, birds, bats, reptiles, and amphibians. This would involve identifying features, which may be used by protected species, potential foraging areas and other signs of use. Stones, dead wood, and rubble would be turned over and any dug holes studied for recent activity by mammals. Water bodies would be investigated within 500.0 metres of the proposed development (*where relevant and practicable*). Recommendations for further study (*if required*) would be given with reasons clearly explained in the final report.

All the above details would be submitted for approval by the local authority planning department.

Please find attached a copy of our consultancy fee proposal for the above stages of work. We trust that this is acceptable to you. Please contact me should you wish to discuss or review these with me. We look forward to hearing from you.

Yours sincerely,

Joe Jackson

Principal

Landscape Architect BA (Hons) LA DipLA CMLI

Encs.

Continued...

Landscape Architecture**Ecology****Landscape Planning**

Lizard Landscape Design Limited,
The Old Bank,
34 South Street, Tarring,
West Worthing, West Sussex, BN14 7LH

Value Added Tax Registration
No. 780 8071 19
Company Registration
No. 5213718

LLD6558 / Chatsworth Park, Telscombe Cliffs, Telscombe, East Sussex / 18th September 2020

Lizard Landscape Design and Ecology - Ecological Consultancy Services
Chatsworth Park, Telscombe Cliffs, Telscombe, East Sussex
Preliminary Ecological Appraisal Survey

Work Stages 'Other Services' - Preliminary Ecological Appraisal Survey

- Ecology Site Survey and Walkover;
- Extended Phase 1 Habitat Survey;
- Ecology Statement and Report;
- Phase 1 Site Habitat Plan – Drawing Production;
- Biodiversity / Ecological Recommendations and Enhancements.

Ecological Appraisal - Lump Sum Fees and Expenses

£ 920.00

(excluding VAT)

Continued...

Landscape Architecture	Ecology	Landscape Planning
Lizard Landscape Design Limited, The Old Bank, 34 South Street, Tarring, West Worthing, West Sussex, BN14 7LH		Value Added Tax Registration No. 780 8071 19 Company Registration No. 5213718

LLD6558 / Chatsworth Park, Telscombe Cliffs, Telscombe, East Sussex / 18th September 2020

Notes

The above stages of work are set out in accordance with the Landscape Consultants Appointment; 2018; published by The Landscape Institute. The fee proposal includes for all fees and expenses relating to the services defined above. Further requirement for other services over and above those defined within the fee proposal, subject to prior agreement with Telscombe Town Council would be charged at the following rates;

•	Principal Landscape Architect	£ 55.00 per hour;
•	Technical Director - Landscape	£ 47.00 per hour;
•	Associate Landscape Planner	£ 47.00 per hour;
•	Senior Landscape Architect	£ 42.00 per hour;
•	Landscape Architect	£ 37.00 per hour;
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•	Senior Ecologist	£ 42.00 per hour;
•	Project Ecologist	£ 38.00 per hour;
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The fee proposal includes all services up to and including submission to the Planning Authority. Any subsequent amendment required by planning comments/decisions made the Planning Authority shall be charged as additional services subject to prior agreement with Telscombe Town Council Lizard Landscape Design and Ecology understand that Telscombe Town Council shall provide all necessary Ordnance Survey, Measured Base Survey, Architectural Layout, Service Layout information required for completion of the commission. Lizard Landscape Design and Ecology is registered for VAT, charged at the standard rate of 20.0 %. (VAT Registration No. 780 8071 19).

Payment Terms

Lizard Landscape Design and Ecology would invoice Telscombe Town Council monthly, or upon completion of a specific stage of work. Payment in full is due on the date of the invoice and accounts should be settled in full within 30 days.

Continued...

Landscape Architecture

Lizard Landscape Design Limited,
The Old Bank,
34 South Street, Tarring,
West Worthing, West Sussex, BN14 7LH

Ecology

Landscape Planning

Value Added Tax Registration
No. 780 8071 19
Company Registration
No. 5213718

LLD6558 / Chatsworth Park, Telscombe Cliffs, Telscombe, East Sussex / 18th September 2020

Please complete the form below to confirm commission and acceptance of the fees and return to lizard.landscape@btconnect.com

Instruction for Lizard Landscape Design to proceed with commission:	
Client Name:	
Client Address:	
Client Email Address	
Invoice name and address	<i>(Leave blank if same as above)</i>
Signature	
Date	

Landscape Architecture

Lizard Landscape Design Limited,
The Old Bank,
34 South Street, Tarring,
West Worthing, West Sussex, BN14 7LH

Ecology

Landscape Planning

Value Added Tax Registration
No. 780 8071 19
Company Registration
No. 5213718



Proposal to

Telscombe Town Council

for an

Ecological Walkover & Constraints Map

Chatsworth Park and The Copse in Telscombe Cliffs,
East Sussex

SB-MME-153452
September 2020

Principal Contact: Lucy Philpott – Associate Director - CRM

Middlemarch Environmental Ltd

Triumph House, Birmingham Road, Allesley, Coventry CV5 9AZ
Tel: 01676 525880 Fax: 01676 521400

E-mail: admin@middlemarch-environmental.com Web: www.middlemarch-environmental.com

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1. Project Approach

Middlemarch Environmental Ltd understands that the client wishes to compile a management plan to control trees and vegetation at Chatsworth Park and The Copse in Telscombe Cliffs, East Sussex. To ensure that no wildlife is impacted by the works and that the works do not breach any legislation the client has requested and ecological walkover assessment be undertaken. It is therefore recommended that the following approach is undertaken with respect to this project:

Ecological Walkover Assessment & Constraints Plan

This work will consist of a site walkover to assess the ecological risks at the site. The walkover will map the habitats present and assess their potential to support protected or notable species. A summary of the findings of the Ecological Walkover Assessment will be represented in a letter style report. The presence, or likely presence, of protected species and invasive plant species within the site will be noted. Recommendations for any further works needed to ensure legislative compliance will be made. A constraints map will be provided which will include a 'traffic light' system where works can occur without constraint, where works can occur at certain times of year and where works cannot occur without further advice.

2. Fees

Our proposed fee rate for undertaking this project is based on the information received to date and the scope of works set out in this proposal. Fees are detailed in Table 2.1.

Project Activity	Fee £
Ecological Walkover and Constraints Map including site visit, reporting, project management and quality assurance	1,200.00
Notes: <ul style="list-style-type: none"> The above fee is inclusive of all expenses but is subject to VAT, which is applicable at the standard rate. A report will be prepared to collate all data collected and provide a summary of the current position and any need for future action. *Fees provided assume lone working is possible. As part of our quality management system ISO14001 reports will be issued in an electronic format. If the client requires a hard copy of the report, one copy will be sent upon request. Additional hard copies will be charged at £25.00 per copy. Any report revisions or attendance at meetings will be charged at £60.00 per hour. 	

Table 2.1: Professional Fees

3. Project Timescales

Work will normally be started within five working days of receipt of a formal commission from the client.

Preliminary Ecological Appraisals can be undertaken at any time of year.

4. Project Team

Middlemarch Environmental will ensure that the most appropriate staff are allocated to this project based on the particular skills necessary to deliver the requirements of this commission and the expertise and experience of undertaking similar commissions. In line with our ISO 9001:2015 Quality Management system, all activities will be led by a nominated Project Leader.

The Project Leader for this project will be:

Tom Docker CEcol MCIEEM: Managing Director

Tom has over 15 years of experience as a professional ecologist. Tom is responsible for business development and company management with a priority of client engagement. He is directly responsible for managing a team of 75 committed members of staff in addition to numerous subcontractors. Tom also manages the EIA workstream at Middlemarch Environmental Ltd, and has a broad range of experience of managing major projects. He is also the renewable energy specialist at Middlemarch, having successfully overseen a number of wind and solar power projects, including large wind farm developments. He is skilled in the coordination of extensive survey work for major infrastructure projects, and is adept in dealing with the challenges posed by these types of development.

Tom completed an MSc in Ecology and Management of the Natural Environment at the University of Bristol in 2009. He has extensive experience of Ecological Impact Assessment (EcIA) and habitat survey, including Extended Phase 1 Habitat Survey and BREEAM Ecology Assessment. He is also a skilled protected species surveyor, having designed and implemented surveys and mitigation works for a variety of protected species including Amphibians, Badgers, Bats, Birds, Dormice, Reptiles, Otters, and Water Voles. He is also skilled in the production of habitat and species mitigation strategies and management plans.

Tom is a Chartered Ecologist and a full member of the Chartered Institute for Ecology and Environmental Management (CIEEM). He has a Natural England bat survey licence (CL17) and is licensed to survey for great crested newts in England (CL08) and Wales.

Full C.V.s of personnel and all staff involved with the project will be provided on request.

5. Actions Required from the client

To enable Middlemarch Environmental Ltd to successfully deliver this project, the following will be required from the client prior to our commencement of the works:

- Plans to be provided as electronic copies (preferred formats are: CAD (dwg/dxf/dgn) or ESRI shape files). If using online project management systems, the client must detail relevant documents contained and provide links to locate them.
- Full access being made available to the site.

All works will be undertaken with reference to Middlemarch Environmental Ltd Risk Assessments. The client is required to inform Middlemarch Environmental of any particular hazards associated with this site (e.g. contaminated land/asbestos). Any areas deemed unsafe for reasons of health and safety will not be surveyed.

6. Insurance

Middlemarch Environmental Ltd carries full insurance for Professional Indemnity (£10M), Public/Products Liability (£10M) and Employers Liability (£10M). Full details and copies of documents are available on request.

7. About Middlemarch Environmental Ltd

Middlemarch Environmental Ltd undertakes ecological and biodiversity projects throughout the UK for a wide range of private sector and public sector clients. These projects cover all aspects of the development cycle from initial survey and assessment, through planning and landscape design to implementation of habitat creation and restoration schemes. Completing the circle we develop management plans and prescriptions, carrying out monitoring and research-based projects, and assisting organisations with biodiversity policy, strategy and biodiversity action plans (BAPs). In addition Middlemarch is able to bring its environmental and business understanding to issues such as feasibility studies and initial scoping for projects of all kinds, supporting our strapline of 'creative ecological solutions'.

Our staff's ecological and arboricultural expertise covers the full range of biodiversity and habitat assessments including surveys of flora, fungi, terrestrial and aquatic macro-invertebrates, amphibians and reptiles, fish, birds and mammals. We have expertise in Phase 1 and Phase 2 habitat surveying, habitat assessments and ecological impact assessments, combining desk studies, field work and, where necessary, aerial surveys.

Recent projects of regional or national significance have included:

- £1 million contract for Birse Civils. The A14CTMS (M6 junction to Felixstowe in Suffolk) project started in 2009 and was completed in 2011. It involved constructing over 300 individual sites for communications equipment and laying over 150km of cabling.
- The co-ordination of field based biodiversity assessments for over 1600 sites owned and managed by Severn Trent Water Ltd;
- Management of a large scale arboricultural survey and advice for Manchester Airport Second Runway;
- Creation of 18ha of wet grassland - North Cave Wetland Reserve in Yorkshire. The reserve is currently being extended through mineral extraction, Middlemarch have carried out detailed feasibility studies and design works;
- Appointment as biodiversity master-planners for Goodman Ltd for their sites in Kingsnorth Kent;
- Co-ordinating the Building Research Establishment's Environmental Assessment Method (BREEAM) Ecological Assessment for the Association of Wildlife Trust Consultancies (AWTC);
- Development of the 'Biodiversity Benchmark' to enable organisations to assess their impact on the natural environment and demonstrate their commitment to biodiversity. The Benchmark has now been adopted by The Wildlife Trusts as the awarding body.

The company is wholly owned by Warwickshire Wildlife Trust, and profits from its activities are passed by Gift Aid to the Trust to fund local conservation projects. Middlemarch Environmental has also established a number of partnership agreements with other Wildlife Trusts, whereby the company acts as an approved supplier of consultancy services and returns donations to their local conservation projects. Middlemarch is also a founder member of the Association of Wildlife Trust Consultancies, a nationwide network of Trust subsidiaries providing UK-wide cover and on the ground staff.

Middlemarch Environmental's quality management system is certified to ISO9001:2015, our health and safety management system is certified to OHSAS18001:2007 and Safety Systems in Procurement (SSIP) and our environmental management system is certified to ISO 14001:2015. Middlemarch Environmental Ltd is also accredited to a number of sector specific schemes including and National Highways Sector Scheme 18 (road schemes), RISQS (rail), Avetta (aggregates), UVDB (utilities) and Constructionline (construction). Copies of our certificates is available upon request. Middlemarch also supports its staff through innovative research links with local Universities, including several Knowledge Transfer Partnerships.



Table 7.1 details a list of recent and on-going contracts.

Contract	Client	Involvement	Fees ('000)
A14 Road Scheme (M6 junction to Felixstowe in Suffolk)	Birse Civils	Ecological support, protected species surveys, habitat management and monitoring	£1000
Ecological Support	Carillion Amey / Amey Defence Services	Delivery of bat ecological works on large number of sites across the UK	£600
Eastern Quarry, Kent	Land Securities	Ecological and arboricultural support including surveys and mitigation for protected species (dormouse, herpetofauna, bats, barn owl etc), botanical assessment and compilation of biodiversity action plan	£500
A14 Huntingdon to Cambridge Road Improvement Scheme	A14 Integrated Delivery Team	Ecological support for improvements to the existing carriageway and new road construction	£500
Kingsnorth, Ecological Master Planning	Goodman	Delivery of ecological surveys, mitigation works, including protected species translocation	£500
Biodiversity Audit	Severn Trent Water	Biodiversity appraisal and ecological enhancement of 1600 sites	£300
Former Nailstone Colliery	Whiting Landscapes	Ecological impact assessment and mitigation design including large - scale great crested newt trapping and translocation	£200
Scottish and Southern Electricity Networks 135kv Overhead Line Improvement Works	Balfour Beatty Power and Distribution	Ecological survey and support including badger surveys and ecological supervision	£150
North Cave, Wetland Design and Creation	Yorkshire Wildlife Trust	Design, supervision of creation and monitoring of a wetland	£50
Carlisle Northern Distributor Road	Birse Rail	Ecological support, protected species surveys, habitat management and monitoring	£30
Chalfont Phase III, Chalfont St Peter	Baillie Knowles Partnership	Bat Surveys, mitigation, Licensing and clerk of Works	£10
Kent Thameside Development	Land Securities	Arboricultural surveys, arboricultural method statements, tree protection plans and tree management advice	£10
Multiple Sites in Croydon	Croydon Council	Ecological and arboricultural assessments of school sites	£9
Radlett SRFI Scheme, St Albans	Capita	Arboricultural assessment of large areas of land proposed for redevelopment	£8
Houghton Washlands	Royal Society for the Protection of Birds	Hydrological feasibility study and costed design	£5
Oxford Flood Alleviation Scheme, Oxford	CH2M	Arboricultural survey and impact assessment for flood alleviation scheme	£4

Table 7.1: Recent and on-going contracts undertaken by Middlemarch Environmental Ltd

8. Standard Terms & Conditions

Applicable to all contracts undertaken by Middlemarch Environmental Ltd.

1. **Health & Safety.** The contract is undertaken by Middlemarch Environmental Ltd on the basis that the Client has disclosed to Middlemarch Environmental Ltd any fact or circumstances known to the Client, or which should be known to the Client, which would involve any officer, employee or contractor of Middlemarch Environmental Ltd involved or concerned with the contract in any hazard or hazardous activity. The Client shall indemnify Middlemarch Environmental Ltd and its officers, employees or contractors from and against any losses or damage arising by virtue of such non-disclosure.
2. **Access.** The Client shall be responsible for obtaining all necessary licences, permissions and consents to enable Middlemarch Environmental Ltd to obtain access to sites. If the Employer does not obtain such consents and in consequence Middlemarch Environmental Ltd is unable to obtain access, this fact will be noted and reported back to the Client.
3. **Copyright.** Copyright in all material produced by Middlemarch Environmental Ltd shall be and remain vested with Middlemarch Environmental Ltd, notwithstanding payment in full of all sums due to Middlemarch Environmental Ltd in respect of it.
4. **Data and Information.** Middlemarch Environmental Ltd reserves the right to retain and use any data or information obtained in the course of the contract (other than information disclosed by the Client specifically on a confidential basis) for its own purposes.
5. **Confidentiality.** Unless specifically expressed to be confidential by the Client when providing the relevant information to Middlemarch Environmental Ltd, all information supplied by the Client for the purposes of the contract shall be treated as within the public domain. Where any such information is expressed by the Client to be confidential, Middlemarch Environmental Ltd shall take all practical steps to ensure that the information is communicated only to persons engaged in the preparation and supervision of the contract and that such persons treat the information as confidential. The foregoing restrictions shall not apply to any information that is actually within the public domain or becomes so after it has been disclosed to Middlemarch Environmental Ltd.
6. **Liability.** Middlemarch Environmental Ltd does not accept liability for any loss or damage incurred by the client as a result of disclosure of information regarding a site unless advised that information reported is confidential, as stated in Point 5.
7. **Fees.** The fee payable by the Client for the contract covers only the work that Middlemarch Environmental Ltd undertakes to carry out in relation to the contract in the letter from Middlemarch Environmental Ltd to the Client setting out the basis on which the contract is being carried out. In the event of additional work being required by the Client, this will be charged for as an extra item.
8. **Payment.** Payment shall be made within 30 days of submission of a valid invoice by Middlemarch Environmental Ltd. Any payment not received by this date will be liable to surcharge of 12% per annum of any outstanding debt.
9. **Letter of reliance.** Should Middlemarch be required to complete a letter of reliance then this will be charged at a fee of £50 per occasion.
10. **Acceptance of our Proposal confirms acceptance of all the above Conditions.**

Ms. S. Newman
Telscombe Town Council
Telscombe Civic Centre
360 South Coast Road
Telscombe Cliffs
E Sussex
BN10 7ES

By Email:
18th September 2020

Quote Ref: Q22085

Dear Ms Newman,

Site Reference – Chatworth Park and The Copse, Telscombe Cliffs, East Sussex

Firstly, we would like to thank you for contacting Greenspace Ecological Solutions with your valued enquiry and request to quote for the above project's. Having reviewed the provided information, we suggest the application of a Preliminary Ecological Appraisal (PEA) of the two separate sites would be appropriate for the site.

To minimise costs, we have provided fees based on the survey of both Sites within the same day. An outline of our proposed strategy with associated methodology and fees is provided below.

Ecological Appraisal – To assess the habitat types present within the site's and assess their potential to support notable species such as (but not restricted to) mammals, reptiles, amphibians, invertebrates and birds, both would be subject to an ecological appraisal. The surveys would provide baseline information regarding the site's habitat diversity and areas of ecological interest.

The results of the surveys would be compiled into two separate reports, one for each site. The content of the reports would detail the findings of the surveys and would provide recommendations regarding management for wildlife and enhancing the sites for biodiversity. For clarity habitats and features of ecological interest would be presented using digital mapping on CAD.

It should be noted that this preliminary survey may identify potential or evidence of protected species within the site – however, as an initial walkover specific species presence would not necessarily be confirmed. Confirmation of any particular species of interest would require separate species-specific surveys – these are beyond the scope of this fee estimate.

Fees – The cost for the ecological surveys and associated reporting is as follows:

Site visit (ecological survey, both sites)	£ 290.00
Data Interpretation and Mapping (Chatsworth Park)	£ 60.00
Data Interpretation and Mapping (The Copse)	£ 40.00
Report (Chatsworth Park)	£ 250.00
Report (The Copse)	<u>£ 150.00</u>
Total	£ 790.00

Please note the above fees are calculated on both sites being visited on the same day. Should separate visits be required, the fees would require amending accordingly.

Telephone: 01892 457062 E-mail: info@greenspace-ecology.co.uk

Please note the final report(s) will be submitted electronically with a single paper copy available upon request, all additional printing/binding will be charged in accordance with the attached terms and conditions. The fees provided inclusive of travel and are exclusive of VAT which will be charged at the standard rate. Reprographics, meetings or any additional requirements which would be charged either at cost or our standard hourly rate. Where applicable, fees for disbursements will be added in accordance with the attached terms and conditions.

This quote is valid for 60 days from date of receipt and a brief email of instruction will be considered acceptance of our attached Terms and Conditions. If commissioned a deposit of 20% may be required prior to the start of works and if required, we would provide an invoicing schedule in Excel to assist with project planning.

We trust we have interpreted your requirements correctly as every effort has been made to accurately quote for your project.

Yours sincerely,



Mr Guy Newman BSc (Hons) MCIEEM
Principal Ecologist

Telephone: 01892 457062 E-mail: info@greenspace-ecology.co.uk

Greenspace Ecological Solutions Ltd, Suite H3, Priory Park, Blackham Court, Beech Green Lane, Withyham, Hartfield, East Sussex, TN74DB.
Registered in England No 07651548. VAT Number 176801688

GREENSPACE ECOLOGICAL SOLUTIONS LTD

TERMS OF AGREEMENT FOR PROFESSIONAL SERVICES / ECOLOGICAL CONSULTATION

1. DEFINITIONS

"Agreement" means the contract between the Firm and the Client for the services which incorporates these terms (and which shall apply to the exclusion of any terms and conditions proposed by the Client).
 "Client" means the person or organisation entering into the Agreement.
 "Disbursements" means normal costs and out of pocket expenses incurred and recoverable by the Firm, including telecommunications, postage, printing and travel.
 "Fee(s)" means remuneration for the Services payable to the firm under the Agreement.
 "Firm" means Greenspace Ecological Solutions.
 "Project" means the (construction/conservation) project in respect of which the Services are to be provided.
 "Project Cost" means the total cost to the Client of the Project including all amounts payable by contractor(s) by the Client and ancillary costs relating to utilities, etc. (but excluding VAT).
 "Services" means the normal and additional services provided by the Firm.
 "Normal Services" means the services performed by the firm as agreed in writing with the client.
 "Additional Services" means any further services not initially covered by the agreement including any revisions to any completed designs, specifications or reports.

2. CARE AND DILIGENCE

The Firm shall exercise reasonable skill, care and diligence in the performance of the Services.

3. COMMENCEMENT AND DURATION

The Agreement shall be deemed to commence on the earlier of the Firm's receipt of a letter/email of instruction from the Client or the date upon which the Firm commences performance of the Services and will continue until completion of the Services or earlier termination in accordance with these conditions.

4. DISCRETION

Where the firm has discretion exercisable as between the Client and any other party, the Firm shall exercise that discretion fairly.

5. TIMELINESS

The Firm shall request, and the Client shall supply, information assistance and decisions in a timely manner. The Firm shall use reasonable endeavors to adhere to the programmes agreed for the Services unless it is unable to do so for reasons beyond its control (including acts or omissions of the Client or third parties). The Client shall use reasonable endeavors to ensure access to the survey area is available on the pre-arranged day of survey.

6. COPYRIGHT

Copyright on all drawings, reports, specifications, bills of quantities, calculation and other documents and information prepared by or for the Firm will remain vested in the Firm. The Client, subject to paying all fees and disbursements due under the agreement, shall have a licence to copy and use all documents for any purpose related to the Project (but not to reproduce any design for an extension or for any new construction work).

7. TERRORISM AND ASBESTOS

Unless expressly agreed in writing the Firm shall have no duty to:-

- (a) Design or take measures to prevent or mitigate the effect of an act of terrorism
 - (b) Provide advice in relation to asbestos or material containing asbestos
- The Client is solely responsible for deciding the extent to which asbestos and terrorism should be investigated and for taking appropriate steps in that regard.

8. STRUCTURAL INSPECTIONS

Where the project comprises or includes an inspection of and/or on existing structures, the Firm will not inspect cavities/voids or other parts of the structure which are covered unexposed or inaccessible, and will therefore be unable to report that any such part of the property is free from protected species or evidence of protected species. No checks will be carried out in respect to insect or fungal infestation of woodwork.

9. SERVICE BY OTHERS

- 91 The Firm may engage other specialist consultants with the Clients prior agreement, not to be unreasonable withheld. The Firm will be responsible for payment of such specialist consultants and costs incurred will be re-charged at cost plus 10%.
- 92 Where the Firm as agent for the Client engages other consultants or contractors the Client will be directly responsible for payment of those consultants' fees and expenses or contractors accounts.
- 93 The Firm is entitled to rely on designs prepared by other professionals and specialist sub-contractors/suppliers.

10. SITE STAFF

10.1 The Firm will advise the Client on the extent to which Site Staff are to be deployed and the Client will not unreasonably withhold its consent to the Firm's detailed proposals.

11. INSURANCE

11.1 The Firm maintains professional indemnity insurance and will use all reasonable endeavours to maintain such insurance for so long as it has liability under the Agreement. Information regarding the Firm's professional indemnity insurance will be supplied upon request.

12. LIABILITY

- 12.1 In no circumstances shall an employee or past employee of the Firm be liable to the Client (or any third party claiming through the Client) whether in contract or in tort (including but not limited to negligence) or for breach of statutory duty or otherwise.
- 12.2 In no circumstances shall the liability of the Firm to the Client (or any third party claiming through the Client) whether in contract or in tort (including but not limited to negligence) or for breach of statutory duty or otherwise (except in respect of death or personal injury) exceed the lesser of:-
 - (a) £30,000; or
 - (b) The amount recoverable under our professional indemnity insurance.
- 12.3 The Firm shall have no liability to the Client (or to any third party claiming through the Client) whether in contract or in tort (including but not limited to negligence) or for breach of statutory duty or otherwise for any legal claim arising in connection with:-
 - (a) Terrorism, asbestos or any related risk or
 - (b) Designs or reports prepared by other professionals and specialist contractors/suppliers.
- 12.4 The Firm accepts no liability for damage or other problems caused by third party contractors working for or on behalf of the Client.

13. FEE

13.1 The Client will pay the Firm the Fee as specified by the Firm in writing and agreed by the Client. The fee may be time-based, lump sum or calculated as a percentage of Project cost.

13.2 Time-based Fees shall, unless otherwise agreed, be at the following hourly rates per person, reviewable annually on the 1st July:-

Field based studies and reporting between the hours of 09:00 – 17:30	£55.00
Field based studies between the hours of 17:30 – 09:00	£65.50
Technical reporting / meetings (EIA, planning issues etc.) and EPSL applications	£85.00

Time-based Fees will be paid monthly in arrears.

All Fees for Additional Services shall be time based. Mileage accrued during time based

works will be charged at 55p per mile and travel time will be charged at our standard rate.

13.3 Lump Sum Fee

This may be a single lump sum or a lump sum payable by instalments. Disbursements may be charged in addition or included – see Clause 15.

13.4 Percentage Fee

This may be agreed as a percentage of the Project Cost payable in instalments and Disbursements may be charged in addition or included – see Clause 14. Where the Fee is initially based on an estimate of Project Cost, it shall be adjusted to the actual Project Cost.

14. DISBURSEMENTS

For time charged work, a disbursement charge of 5% will be added to all invoices. For percentage or lump sum work a disbursement charge is built into the fee.

Statutory fees and other charges which the Firm agrees to pay will be recoverable at cost.

Unless otherwise agreed, mileage accrued during an appointed project will be charged at 50p per mile and printing and reprographics will be charged at the following rates:

A4	A3
5p per A4 sheet mono single-sided	15p per A3 sheet mono single-sided
7p per A4 sheet mono double-sided	20p per A3 sheet mono double-sided
25p per A4 sheet colour single-sided	50p per A3 sheet colour single-sided
45p per A4 sheet colour double-sided	95p per A3 sheet colour double-sided

Appointments agreed beyond a 30 mile radius of the company office may be subject to accommodation expenses to a sum of £65.00 per person per room plus a subsistence charge of £20.00 per person per day.

Survey specific equipment will be charged at cost and invoiced accordingly.

15. PAYMENT

15.1 A credit limit calculated as the value of un-invoiced work in progress and unpaid invoiced amount will be advised. Payment may be required prior to the Services being carried out. Payment may be made by cheque or BACS. Receipt of payment confirms acceptance of our full Terms and Conditions.

15.2 The Firm may at times and at its discretion require a deposit of 50% of the quote amount prior to conducting works.

15.2 Payment of each invoice shall become due on submission of the invoice by the Firm to the Client. Within 5 days of receipt, the Client shall give notice of the amount due to the Firm, but in the absence of any such notice, the amount shall be as stated in the invoice. The final date for payment of each amount due to the Firm shall be 15 days from date of the submission of the invoice to the Client. Interest will accrue (and be recoverable as a debt) on any overdue amount at the rate of 8% over the base lending rate of Lloyds Bank Plc. calculated on a daily basis. Notwithstanding the accrual of interest non-payment of each amount due will be a dispute to be resolved in accordance with Clause 17.

15.3 If the Client wishes to make any deduction from any payment due to the Firm, it shall give notice not later than 7 days before the final date for payment showing the amount(s) to be deducted and the ground(s) for making each deduction. The Client shall not withhold any part of an invoice in respect of which no notice of withholding has been given.

15.4 Sums due under the Agreement are exclusive of VAT which will be charged at the standard rate.

15.5 The correct billing address is required as we may forward invoices to the address given. Changes to the address notified after date of invoice will not reset the payment terms.

16. SUSPENSION AND TERMINATION

16.1 The Client may terminate the Agreement or suspend any Services by two weeks' notice to the Firm at any time.

16.2 The Client may terminate the agreement by notice to the Firm if the Firm commits a material breach of the Agreement; and it fails to take steps to remedy the breach within two weeks of being required to do so in writing.

16.3 The Firm may terminate the Agreement by two weeks' notice to the Client at any time in the event of a breach by the Client which is not remedied in the notice period or in the event of suspension of Services exceeding six months. The Firm may suspend any Services if the credit limit has been exceeded.

16.4 On termination or suspension, the Client shall pay all services carried out to the date of termination or suspension and (in the case of termination under 16.1 or 16.3) the Client shall reimburse the Firm all expenses unavoidably incurred by the Firm.

17. RESOLUTION DISPUTES

17.1 The parties' will aim to resolve any dispute amicably. Each of them shall in good faith consider any proposal by the other that a dispute be referred to mediation. However, the Client or the Firm may at any time refer any dispute or adjudication in accordance with the Construction Industry Council Model Adjudication Procedure which shall be deemed incorporated in the Agreement. No mediator or adjudicator may be called to give evidence nor will any records of evidence, or of any opinion expressed in any mediation or adjudication proceeding be admissible as evidence in any subsequent proceedings except to the extent that facts have been established and agreed in those records.

17.2 Disputes will finally be resolved by the English Courts.

18. GOVERNING LAW

The Agreement shall be governed by English law.

19. ASSIGNMENT

Neither party shall assign its interest in the Agreement without the prior written consent of the other.

20. THIRD PARTIES

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any terms of this Agreement.

Telephone: 01892 457062 Email: info@greenspace-ecology.co.uk

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<u>AGENDA ITEM</u>	16
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Bianca Buss, Amenities Officer
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	To note Tree Preservation Orders in the local area and advices from Lewes District Council's Tree Officer

1. INTRODUCTION

Councillor Robinson has requested that I provide a list of trees that have a Tree Preservation Order (TPO) placed on them and highlight these on a map.

2. INFORMATION

TPO's are registered at, or the area adjacent to, Ambleside Avenue, Telscombe Road, Telscombe Cliffs Way and Carey Down in Telscombe Cliffs and in Gorham Way, Telscombe Village. I have highlighted these on the attached maps.

I have previously made contact with the Tree Officer at Lewes District Council (LDC), who has stated that before any works can commence to any designated trees, we must make an application to LDC. They will assess the amenity value of the tree or woodland area and the likely impact of the proposal on the area before consideration is made on whether the application is justified.

3. RECOMMENDATION

That the Committee note the above information.

4. ENVIRONMENTAL IMPACT

Trees produce oxygen and other health benefits to the local community.

5. FINANCIAL IMPLICATIONS

None.

Preservation

Tree Protection Orders

Telscombe Cliffs Way and Carey Down, Telscombe Cliffs

Telscombe CP

Author:

Date: 17/09/2020



Reservation

Tree Protection Orders

Telscombe Road, Telscombe Cliffs

Telscombe CP

Author:

Date: 17/09/2020



Preservation

Tree Protection Orders

Telscombe Cliffs Way, Telscombe Cliffs

Telscombe CP

Author:

Date: 17/09/2020



Scale: 1:1183



preservation

Tree Protection Orders

Gorham Way, Teilscombe Village

Teilscombe CP

Author:

Date: 17/09/2020



Scale: 1:1183



<u>AGENDA ITEM</u>	17
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Bianca Buss, Amenities Officer
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	To re-consider quotations for the removal of a timber piece of equipment at Robert Kingan Playground

1. INTRODUCTION

At the last Amenities & Civic Centre meeting, it was agreed that the quotation of £1175 from Fairlight Lawns be accepted for the removal of the central timber piece of equipment located in Robert Kingan Playground, on the proviso that they provide a copy of their waste licence.



2. INFORMATION

I made contact with the contractor and he informed me that he is only licenced to carry out green waste, but will be working alongside another company who do have a waste licence (which was provided to me). I also asked if the price includes or excludes VAT but have not received confirmation either way.

We have also previously received prices from two other contractors for the removal of this piece of equipment, as follows:-

Goodwin & Sons: £2,495 + VAT for removal of the structure, making the edge of the tarmac good and fill with top soil and seed (quotation attached).

Sovereign Play: £9,370.30 plus VAT for removal and replacement with top soil or £13,003.66 for removal and replacement with wetpour (quotation attached).

3. RECOMMENDATION

That the Committee consider if they would like to continue with the quotation from Fairlight Lawns at a cost of £1,175 or with the quotation from Goodwin & Sons for £2,495 + VAT.

4. ENVIRONMENTAL IMPACT

Using a local contractor will reduce transportation costs.

5. FINANCIAL IMPLICATIONS

We have £3,500 remaining in the general grounds maintenance budget and an earmarked reserve of £20,000. Any previous actions will impact these figures. It is suggested that the funds come from the earmarked reserve.

Diana Joel

From: Graham Goodwin <groundcare@hotmail.co.uk>
Sent: 12 July 2020 20:07
To: Bianca Buss
Subject: Robert kingdom

Robert kingdom

Hi Bianca it was good to see you on Friday at Robert Kingdom Please find our price for the removal of the platforms adjoining the basketball court to remove all of the existing structure including landscaping timbers rubber infill and subbase make good edge of tarmac by cutting a clean edge to existing profile on baseball court fill with topsoil and seed for a total fee of £2495 +vat To include all labour materials and waste away Kind regards Graham

Sent from my iPhone

» Area One: Option One Quotation



Qty	Ref	Surfacing	Price
1	A	58sqm Turf & Top Soil Installation	£1,065.20
Qty	Ref	Removals	Price
1	R1	Removal & Disposal Of 239 Posts & 25sqm Wetpour Removal	£6,729.00
1	R2	Pre Installation Survey To Assess Clients Own Removals Other items/services	£149.00
Sub Total			£6,878.00
Qty	Ref	Welfare & Security	Price
1	w1	Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract Other items/services	£365.10
1	w2	Provide security container for overnight storage for the duration of the contract Other items/services	£654.00
1	w3	Water Bowser required on site for the duration of the contract Other items/services	£408.00
Sub Total			£1,427.10
Total - Project Total:			£9,370.30
Sovereign Spread Payment plan:			£3,702.97
Qty	Ref	You May Also Require (Prices below are NOT included within total)	Price
1	r2	Independent Post Installation Inspection (recommended additional option) Removed inc. foundations if required	£474.00

Sovereign Spread Payment Plan: First payment required after delivery/installation, with two following payments after 12 and 24 months. Subject to Status. Terms and conditions apply.

Subject to full technical site survey.

Surfacing with groundworks will create a flat playing surface while following the existing ground profile.

Surfacing without groundworks will follow the existing contours of the ground.

All prices are valid for 30 days, include delivery, exclude VAT and may be subject to a technical pre-installation site survey. E and OE, subject to our Terms and Conditions.



» Area One: Option Two Quotation



Qty	Ref	Surfacing	Price
1	B	51sqm Grass Green Rubber Mulch Raised @ 40mm (Inc Chase & 150mm Groundworks Where Required) Installation	£4,299.29
1	C	7sqm Turf & Top Soil Installation	£399.27
Sub Total			£4,698.56
Qty	Ref	Removals	Price
1	R1	Removal & Disposal Of 239 Posts & 25sqm Wetpour Removal	£6,729.00
1	R2	Pre Installation Survey To Assess Clients Own Removals Removal	£149.00
Sub Total			£6,878.00
Qty	Ref	Welfare & Security	Price
1	w1	Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract Other items/services	£365.10
1	w2	Provide security container for overnight storage for the duration of the contract Other items/services	£654.00
1	w3	Water Bowser required on site for the duration of the contract Other items/services	£408.00
Sub Total			£1,427.10
Total - Project Total:			£13,003.66
Sovereign Spread Payment plan:			£5,087.11

Qty	Ref	You May Also Require (Prices below are NOT included within total)	Price
1	r2	Independent Post Installation Inspection (recommended additional option) Other items/services	£474.00

Sovereign Spread Payment Plan: First payment required after delivery/installation, with two following payments after 12 and 24 months. Subject to Status. Terms and conditions apply.

Subject to full technical site survey.

Surfacing with groundworks will create a flat playing surface while following the existing ground profile.

Surfacing without groundworks will follow the existing contours of the ground.

All prices are valid for 30 days, include delivery, exclude VAT and may be subject to a technical pre-installation site survey. E and OE, subject to our Terms and Conditions.



<u>AGENDA ITEM</u>	18
<u>COMMITTEE</u>	Amenities & Civic Centre
<u>REPORT FROM</u>	Bianca Buss, Amenities Officer
<u>MEETING DATE</u>	28 th September 2020
<u>SUBJECT</u>	Future Events

1. INTRODUCTION

At the last Amenities & Civic Centre meeting it was noted that the Events Working Group had agreed for the Merchant Navy Day flag raising to go ahead, the dog show to continue in a smaller capacity, the Macmillan Coffee morning to be further investigated and the Kids Halloween Party to be cancelled.

2. INFORMATION

The Merchant Navy Day flag raising event was successfully held on 3rd September with Councillors, residents and office staff present at a socially acceptable distance.

Unfortunately, all other remaining events have been cancelled until the end of this year due to safety concerns as well as the current legislation issued for the country that no more than 6 people can meet.

The Admin Assistant has provisionally held a date of 27th June 2021 for the Sussex Day Fayre and the events working group will need to meet again soon to discuss plans for 2021 and how to go forward in the current climate.

3. RECOMMENDATION

That the above information is noted by the Committee.

4. ENVIRONMENTAL IMPACT

N/A

5. FINANCIAL IMPLICATIONS

We have £1,355 remaining from our entertainment budget in 2020-21.