

Highways and Amenities Committee – Monday 23rd May 2016

Bins at St Michaels

Agenda Item 10

New bins have been requested on the Grange Rd Cycle path by Cllr Mulholland.

These are at the junctions of Col Stephens Way and Henley Meadows. The Col. Stephens Way bin will replace the existing dog bin since normal bins can now be used for dog waste. I have checked with ABC and these locations are acceptable. Notices will be displayed so that the public are aware that they can be used for dog waste.

We have surplus bins from the exercise to replace all bins with the oblong bins around the town. Our maintenance staff would also fit the bins. No additional cost to the council.

Proposal: That the above bins should be authorised.



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None
Impact on Bio-diversity : None
Budgetary Impact : None

Highways and Amenities Committee – Monday 23rd May 2016

Bowls Club Renovations

Agenda Item 11

The attached Owners notice is a requirement of planning permission for those wishing to make changes to a property when the land belongs to another party. In this case the land belongs to the Town Council.

The Bowls Club have applied to upgrade and extend the clubhouse to provide improved changing facilities.

The bowls club had approached me regarding the proposed changes and I had advised that the re-ordering of the recreation ground could well affect the Bowls Club but they have clearly decided to go ahead.

Proposal: For information.

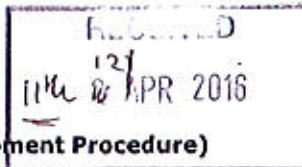


Phil Burgess
Town Clerk

Impact on Crime and Disorder : None
Impact on Bio-diversity : None
Budgetary Impact : None

Plan at planning

Not validated yet 16/541



**Town and Country Planning (General Development Procedure)
Order 1995 Article 6**

Owner's Notice

For use with applications for planning permission only

It is a legal requirement that owners of land and tenant's of agricultural holdings upon which an application for planning permission is being made are notified of that application.

This Notice must be used where the applicant does not own some or all of the land involved in the application OR where part or all of the land involved in the application is an agricultural holding with a tenant.

This Notice must be served on the relevant owner/tenant by handing it personally to them, or sending it by registered post/recorded delivery. For organisations, address it to the Secretary or Clerk at their registered or principal address.

If the relevant owner is not known, this Notice must be published in a newspaper circulating in the area where the land involved in the application is situated. A copy of the published Notice must be sent with your application.

Only the information in the box below has to be published.

**Notice under Article 6 of the
Town and Country Planning (General Development Procedure) Order
1995**

In this Notice the term owner means a person having a freehold interest or a leasehold interest the unexpired term of which is not less than seven years.

In this Notice the term tenant means a tenant of an agricultural holding any part of which is comprised in the land.

Proposed development at: (a) TENTERDEN BOWLS CLUB
RECREATION ROAD
TENTERDEN

(a) Insert address or location of the proposed development

I give notice that: (b) TENTERDEN BOWLS CLUB

(b) Insert applicant's name

is applying to the Ashford Borough Council for planning permission to:

(c) REPLACE CHANGING ROOMS WITH NEW BUILDING
PROVIDING LARGER CHANGING FACILITIES WITH
TOILETS

(c) Insert description of the proposed development

Any owner of the land or tenant who wishes to make representations about this application should write to the Council at the following address:

Development Control
Ashford Borough Council
Civic Centre
Tannery Lane
Ashford, Kent TN23 1PL

by (d) 2ND MAY 2016

Signed [Signature]

Date 11 APRIL 2016

on behalf of (if necessary) TENTERDEN BOWLS CLUB

(d) Insert date giving a period of 21 days beginning with the date of service, or 14 days beginning with the date of publication, of the notice (as the case may be)

Statement of owners' rights

The grant of planning permission does not affect owners' rights to retain or dispose of their property, unless there is some provision to the contrary in an agreement or in a lease.

Statement of agricultural tenants' rights

The grant of planning permission for non-agricultural development may affect agricultural tenants' security of tenure.

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Maintenance Facility

Agenda Item 12

I have attached a fee proposal from Clague for the construction of maintenance and waste facilities on the recreation ground. This is the third draft of the proposal. The first draft quoted a construction fee of £350,000.

The latest price is listed as £175,000.

In view of the high estimated price we have looked at possible alternative locations for the maintenance facility, where a utilitarian pre-fabricated metal building could be erected. These range in price from around £18,000 to £30,000 but, of course, would still require foundations, services and (in one case) hard access.

In this connection we have made enquiries with ABC about the Dene at St Michaels and in principle they are in favour of TTC taking responsibility. Two possible locations within the Dene for a storage facility would be at the end of Chalk Avenue or at the west side of St Michaels Recreation Ground (this would require a hard access route).

I investigated the feasibility of these locations on an informal basis with Maylands surveyors. The Chalk Avenue entrance was level and easily accessible but there was no room for a building. The potential access across the Recreation Ground would require a hard roadway, any building would require piling, there would be water course issue and services would be difficult.

Maylands' assessment was that the eventual cost would be equivalent to if not in excess of the Clague proposal.

Proposal: That the Clague proposal should be accepted



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None

Impact on Bio-diversity : Slight

Budgetary Impact : High - £60,000 only earmarked from reserves

Tenterden Town Council
Tenterden Town Hall
24 High Street
Tenterden
Kent
TN30 6AN

8 April 2016
ACC/JK/21883B/3

For the attention of: Phil Burgess

Dear Sirs

***Proposed Maintenance Facility
Tenterden Town Hall Tenterden***

Further to our discussions we are very pleased to act for you in connection with this project and we look forward to working with you to achieve your requirements.

Set out below is what we believe to be your brief to us, the services we intend to provide and our suggested terms:

Your Requirements

Overall Brief for the Project

To work with the plan which was the conclusion of the feasibility study with the exception of:

- a. Position of the building in location confirmed by Tenterden Town Council.
- b. Incorporating a kitchen on the first floor
- c. Increase the amount of roof lighting

We will need other consultants input including an arborculturalist who will be urgently required to submit details of the trees needing to be taken down. We will also need structural engineering and other consultant advice as the scheme proceeds.

Programme

To proceed as quickly as possible with this project so early use of the building can be achieved this summer, if at all possible.

Unfortunately the planning process would be about 3 months. If we receive your instruction by the end of the month we should be able to set the planning process going by way of an application in the middle of May and we should get consent in mid-August.

At the Town Council's risk we could proceed now with the detailed design and steer the project so that we are virtually ready to start on site when the planning permission document comes through.

I would think that the construction period would be about 3 months so I am afraid that the building is unlikely to be finished until mid-November (and that would be quick).

Budget

The feasibility study concluded that this building would cost in the order of £175,000 as per the attached costings.

Services to be Provided by Clague

In furtherance of the above we propose to provide the following services:

Tasks Essential to All Commissions

Acting as lead consultant:

Liaising and co-ordinating the work of other consultants such as Structural Engineer, Quantity Surveyor, Services Consultant, appointed by you on our advice.

Consult with the fire authorities.

Surveys of Existing Buildings & Sites

Arrange alternative quotations for a measured survey of the site and for property.

Consultancy Services

Advise you regarding your obligations under CDM Regulation.

Eliminate hazards and risks during design as far as practically possible, and provide information about any remaining risks.

Advise in general terms concerning the Environmental / Sustainable aspects of the proposal and appointment of specialists.

Work with party wall surveyor in connection with the Party Wall Act 1994 in respect of boundaries.

A/B - Inception and Feasibility

Visit the site to carry out a brief visual inspection and limited photographic survey only.

Present a sketch scheme in plan based on the site OS map and your brief. This to 1:500 scale showing limited detail and an approximate schedule of accommodation that might be achieved.

Present a feasibility study report based on the above.

C/D - Scheme Proposals

Design and prepare a scheme based on your brief for discussion. Re-define the preliminary scheme to obtain your approval.

Refine the preliminary scheme to obtain your approval.

Meetings to discuss the contents of the planning application.

Define and cause the production of all other reports agreed with you and as required by the Local Authority (at your expense). These might include reports into flood risk, drainage, contamination, archaeology, ecology, highways etc.

Prepare a Design and Access Statement incorporating work by yourself and others.

Complete the comprehensive planning forms, assemble and copy documents to be submitted, and arrange for despatch to Local Authority for planning consent. The planning fee is payable by you direct to the Local Authority.

Monitor and report on registration of application by Local Authority.

See attached schedule of documents and drawings to be provided by us for inclusion with application(s).

(Please note that although we will bring all our expertise to bear in obtaining a planning permission, the final decision is in the hands of the local planning authority. Consequently, we can give no guarantee that a permission will be granted.)

Keep in touch with the Planning Authority during the course of the application(s) and advise you of actions that could be taken to enhance likelihood of an approval.

Make minor revisions to proposals to take account of the Local Authority's opinion if so instructed by you. (Although the cost of this may not be covered by this quotation.)

Advise you of the outcome of the applications to the Local Planning Authority.

Initiate the preparation of archaeological evaluation reports.

Resolving Planning and / or Listed Building consent conditions. We have not allowed for making other than basic changes to the submitted scheme. (Please note that any charges made by the local authority for the discharge of planning conditions would be at your expense.)

Assisting your solicitor in respect of a Section 106 Agreement conditional on release of a planning consent and providing drawings and other documents.

E - Detail Design

Prepare and submit a full Building Regulation application to the Local Authority given that structural engineering calculations and details to be provided by others. (The application fee is payable by you direct to the Local Authority.)

Keeping in touch with the Building Inspector and submitting new or revised material in order to secure Building Regulation consent if at all possible.

Consider suppliers drawings where relevant for a building regulation application (e.g. floor beams / planks, lintels, roof trusses) and make comment, if necessary.

Send off drawings and other documents for SAP Assessment by others (Specialist fee payable by you direct.)

F/G - Production & B of Q Information

The schedule for documents and drawings is as follows:

In consultation with others provide drawings and other information sufficient to submit to the Local Authority in order to satisfy Planning Consent conditions.

H - Obtaining Tenders

Advising as to the procurement of the building work.

Requesting competitive estimates from an agreed selection of reputable building contractors and reporting to you as to the submissions received.

J - Project Planning

Advising on form of contract to be used. Preparing documents and a form of contract between you and a building contractor.

K/L - Site Operations

We have budgeted for making 6 site inspections for the duration of the contract.

Continuing to provide general information and to solve design problems as work proceeds on site.

Carry out the duties of an architect required in the contract between you and the builder, including issuing necessary instructions, certifying monthly valuations, giving opinions as to the progress of the work.

Certify, if possible, that practical completion has occurred.

Advise regarding the contractors final account and negotiate with the contractor to the point of being able to recommend settlement (if possible).

Inspect and prepare a list of work to be completed at the end of defects liability period.

Eventually if appropriate, certify that the work is generally in accordance with the contract documents or such other instructions issued.

Compile maintenance and operational manual with the input of others.

Prepare drawings on an 'as built' basis.

Provide information needed by the CDM Co-ordinator for the Health & Safety File under the CDM Regulations 2007.

Terms of Engagement

Our terms will be, unless otherwise stated in writing, in accordance with the booklet "RIBA Standard Agreement 2010", a copy can be provided if requested.

It also requires clients to acknowledge and identify Clague's role in originating the proposals including all occasions on which documentation, research, working drawings, detailed design and implementation or models are exhibited in public, or a visual image of the proposals broadcast, or copies of a graphic work representing the detailed design and implementation of a photograph of it are issued to the public.

The copyright of Clague work remains with us until we have received the due fees and will then be transferred to you for your sole use on this project alone.

Fees to be Charged

In return for services listed above, fees are to be paid to Clague at the rate of 8.00% of the actual cost of the works as the agreed Final Account or fair estimate of the cost. The current budget estimate of the cost of the work is approximately £175,000.00 this would yield a fee of £14,000.00.

The above are exclusive of VAT.

If the scope of work outlined above should increase significantly so that a redesign and/or re-submission of the proposal is required, we reserve the right to revise our fee proposal in consultation with yourselves. Similarly, should the contract period be extended beyond the original Date for Completion, we reserve the right to charge additional fees for this stage of the work, on a pro-rata basis.

Our hourly rates are reviewed in September each year for adoption from 1st October. If they are to be applied to your project we will notify you.

Fee Instalments

Accounts will be rendered on a monthly basis in respect of work done. The full fees for Stages C (Planning) and/or Stage E (Building Regulations) will be due at the date of submission of relevant application and it is our policy not to release documents or allow use of our work in pursuit of a planning, building regulation, or tender of contract unless fees outstanding have been paid.

It is our policy to fund no more than £5,000 of work month to month in respect of billed and unbilled work.

The maximum percentage of the fee invoiced (excluding any time charges, disbursements and VAT) at each stage of work will be:

Submission of Planning Application:	35.00%	i.e. approx. £4,900.00
Completion of Construction Documents:	40.00%	i.e. approx. £5,600.00
Issue of Practical Completion Certificate:	25.00%	i.e. approx. £3,500.00
i.e. Approximate total (excl. VAT):		£14,000.00

Accounts which have been properly rendered are due for payment within 21 days of presentation. Thereafter interest at 8% above Lloyds Bank PLC MLR will be due on outstanding amounts.

Disbursements

Disbursements will be charged in addition to the above as follows:

Photocopying charged at £0.15 per A4 Sheet
Plans printing (standard paper) A1 size charged at £1.20
Colour A4 copies charged at £0.15
Ordnance Survey Plans (retained by Clague)
Car mileage charged at £0.49

In addition to any land survey information, which you can provide, we will obtain a digital Ordnance Survey plan for the site, to include the relationship to any neighbouring properties, roads etc. This will be charged to you at cost (which is dependent on the size of the map required).

Other directly incurred exceptional expenses such as international telephone calls or faxes or postage costs will also be charged. The majority of such exceptional disbursements are also subject to VAT where applicable.

Expenses paid on your behalf such as Fees to Local Authority or a Consultant will be charged on at cost plus 20.00%. However generally such items are payable direct by a client and will only be funded by Clague in exceptional circumstances.

Communication

It is agreed that communication will be by:
Email

Other Important Notes

In the case of construction work your attention is particularly drawn to your responsibilities under the CDM and the need to appoint a Principal Designer..

It is our intention to constantly monitor our performance and we ask for your help in completing a service questionnaire which we will send from time to time.

We believe we have set out the services you need for this project. There are services we provide other than those listed and if you would like to know what we have not listed please ask.

You should only rely upon our advice given over the telephone if we confirm it in writing.

Clague have a written procedure should there be a complaint and details are available on request from the Senior Partner.

We hope the above is clear. Experience has shown it to be wise to have these matters fully understood at the outset. We are anxious now to progress the project and would be grateful for your comments or written acceptance by returning a signed copy of this letter.

Should you wish to terminate this agreement at any stage, that is possible, given reasonable notice and we would expect the termination to apply to the completion of one of the above stages so signing this letter does not necessarily commit you to the performance of the full services above.

We very much look forward to hearing from you and working on your project.

Yours faithfully


A.C. Andrew C Clague Dip Arch RIBA AABC
For Clague LLP

Signature:

Date:

Proposed Maintenance Facility

Tentenden Town Council

Element	£
Clearance	£10,000.00
Substructure	£46,000.00
Roof Coverings / Structure / Rainwater Goods / Rooflights	£36,000.00
External / Internal Walls	£20,000.00
Windows and Doors	£9,000.00
Wall Finishes	£8,000.00
Floor Finishes	£8,000.00
Sanitary Appliances / Kitchen / Disposal / Water	£5,000.00
Electrical - Internal / External	£5,000.00
External Works	£5,000.00
Preliminaries	£8,000.00
Contingency	£15,000.00
TOTAL	£175,000.00

Assumptions:

Floor area 250m sq. at a build cost of £700 m. sq = £175,000

Demolitions

Plaster and paint internally to walls and ceilings

Sanitary appliances and connections

Insulation

Highways and Amenities Committee – Monday 23rd May 2016
Volunteer Ground Clearance
Agenda Item 13

Cllr Carter has proposed that a volunteer organisation (The Green Men) should be set up to carry out works to the Greens and other areas requiring ground clearance and shrub control.

From an insurance perspective the increase in premium is minimal. Their pre-conditions are:

1. Permission should be sought from the landowner
2. Suitable (PPE) clothing must be worn.
3. No unqualified use of machinery
4. No working at height
5. A risk assessment should be carried out.

Proposal: That council should approve the setting up of the volunteer group.



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None
Impact on Bio-diversity : Beneficial
Budgetary Impact : Minimal

Highways and Amenities Committee – Monday 23rd May 2016

Ice Cream Concession

Agenda Item 14

Last year an ice Cream concession for the recreation ground was awarded to Eugene Hughes at £200 per month for the period to 30th September. The autumn/winter period is not suitable as the ground is generally too soft.

This year Mr Hughes has re-applied and we have also had a similar application from Danie Darker who runs the ice-cream van for events such as the May Fayre.

This will probably be the last year the concession is offered as the new kiosk is going through planning at present.

Proposal: To consider:

1. Whether the concession is offered again this year
2. Whether we should open it to competition or re-award it to Mr Hughes.



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None

Impact on Bio-diversity : None

Budgetary Impact : Beneficial

Highways and Amenities Committee – Monday 23rd May 2016

Kiln Fields

Agenda Item 15

Kiln Fields is the area adjacent to Abbott Way (to the South of the Shrubcote Estate).

The land is owned by ABC and is an area regularly used by walkers and will be very close to the Tilden Gill development should this go ahead.

Cllr. Knowles has suggested that the field should be registered with Fields in Trust in order to preserve its status as a public recreational space. It would also deter any further development to the west of Tilden Gill.

I have contacted ABC regarding this issue and they seem happy to register the land on our behalf.

Proposal: That ABC should be asked to register the land with Fields in Trust



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None

Impact on Bio-diversity : Beneficial – preservation of wildlife

Budgetary Impact : None

Highways and Amenities Committee – Monday 23rd May 2016
Christmas Light Switch On
Agenda Item 16

Tenterden and District Chamber of Commerce has planned the Christmas Shopping day for Saturday 26th November.

The Christmas light switch on was scheduled for the same date. However, this will, mean that the lights are not on for the start of the shopping day and on the day itself, space will be restricted outside the Town Hall.

TDCC has requested that the light switch-on be changed to Friday 25th November.

Rotary – awaiting reply from Chris Milne at Rotary

Proposal:



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None
Impact on Bio-diversity : None
Budgetary Impact : None

Highways and Amenities Committee – Monday 23rd May 2016

Loan of Speed Indicator Device

Agenda Item 17

A speed indicator device was purchased last year at a cost of just under £2000. This is currently in use by residents of Woodchurch Rd.

A request was received by Appledore Parish Council to use the equipment and we have released the equipment for a trial day there. They would like to use the equipment occasionally to control speeds in the village.

Whilst an official daily rental would be expensive for the user and difficult from an administrative point of view, a contribution from other villages towards the original cost of the equipment would be useful.

Proposal: That the council charge a “one-off” fee of perhaps £200 on the understanding that the collection and dropping off of the equipment would be the responsibility of the borrowing parish.



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None

Impact on Bio-diversity : None

Budgetary Impact : Slight

Highways and Amenities Committee – Monday 23rd May 2016

Tree Work

Agenda Item 18

I have attached a tree audit and a quotation for work to the trees which are in need of the most attention. All the trees on the quotation were listed as requiring attention within a 3 month period.

The audit was intended to identify those trees requiring work and also to ensure that all trees were safe and that the council was fulfilling its duty of care.

Proposal: That work should be authorised as on the attached quotation



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None

Impact on Bio-diversity : None

Budgetary Impact : Beneficial



TreeCycle
Tree Care



Quote

Date: 1978
19 April 2016

For:
Tenterden Town Council
24 High Street
Tenterden
TN30 6AN

TreeCycle Tree Care
4 New Villas, Forge Lane
East Farleigh, Maidstone
Kent, ME15 0HH
info@treecycletreecare.com

Description	Quantity	Rate	Amount
St Michaels-	1	£0.00	£0.00
0106 - Fell and grind small Hawthorn (grinding to stay on site)	1	£180.00	£180.00
0112 - Sever Ivy on medium Ash	1	£30.00	£30.00
T1 - Remove large hanging branch from medium Ash	1	£120.00	£120.00
T2 - Reduce hazard beam on Large Ash	1	£180.00	£180.00
0114 - Sever Ivy on Large Oak	1	£40.00	£40.00
Recreation Ground	1	£0.00	£0.00
0121 - Remove broken hanging branch from Silver Birch	1	£20.00	£20.00
0123 - Remove broken hanging branch from London Plane	1	£20.00	£20.00
0125 - Re-stake and tie	1	£30.00	£30.00
0130 - Remove epicormic growth to 4m on Lime	1	£30.00	£30.00
0131 - Grind remaining Lime stump	1	£120.00	£120.00
0133 - Remove major deadwood from medium Silver Birch	1	£60.00	£60.00
0137 - Remove major deadwood from large Silver Birch	1	£100.00	£100.00
0138 - Remove major deadwood from large Lime	1	£120.00	£120.00
0141 - Remove major deadwood from very large Horse Chestnut	1	£180.00	£180.00

Description	Quantity	Rate	Amount
0144 - Fell by dismantle large Ash tree and grind the stump (grindings stay on site)	1	£420.00	£420.00
0153 - Remove major deadwood from medium Horse Chestnut	1	£60.00	£60.00
0157 - Fell and stump grind small cherry (grindings to stay on site)	1	£60.00	£60.00
0158 - Remove major deadwood from large Beech	1	£100.00	£100.00
0162 - Remove dead branch from large Beech	1	£20.00	£20.00
0167 - Remove hanging branch from large Silver Birch	1	£30.00	£30.00
0172 - Remove major deadwood from large Beech	1	£100.00	£100.00
0178 - Remove snapped out stem and tidy stubs on Large Norway	1	£80.00	£80.00

Subtotal £2,100.00

VAT (20.00%) £420.00

Total £2,520.00

If you are happy with the quotation please contact us via phone or email to arrange a date to carry out the work.

Please do not hesitate to call or email if you have any questions.



40147?

Terms and Conditions of Service for

Tree Work Contracting by TreeCycle Tree Care

The Contractor – the person or business undertaking the works & The Client – the person or business instructing the works (and in so doing, and accepting the quote, agrees to / accepts the following terms and conditions.)

- 1) 'Notice of the Right to Cancel' – the client has a min. 7 days to cancel the contract (in writing) from acceptance date.
- 2) This quotation/estimate is valid 60 days and takes into account any 'value', monetary or otherwise, the arisings may have unless stated otherwise.
- 3) All works will be in accordance with the current British Standard 3998 'Tree Work Recommendations' where possible unless specified otherwise. Dimensions specified are approximate and, wherever possible, will be to the nearest appropriate pruning point.
- 4) In the event of a variation to the quotation as a result of:
 - a. Amendments to works required prior to arriving on site, or
 - b. Changes in site / ground conditions since the original visit, or
 - c. Additional works requested / required whilst on sitethe quotation will be revised accordingly, either electronically in advance or in a hand written on the day of work, with agreed amendments signed by the contractor and the client.
- 5) Stump-grinding will be to a depth of 150mm below the immediately adjacent ground level and will include the removal of the stump and buttress roots but will not include lateral roots unless otherwise specified. The client will advise the contractor of any underground services in the vicinity of the stump prior to starting the job.
- 6) All arisings (inc. twigs / branches / woodchips / logs / trunks / foliage etc) will be removed from site and become the property of the contractor unless specifically stated otherwise in the quotation.
- 7) On completion of the works, an invoice will be raised and payment is required within 30 days OR payment is required in full on completion of the quoted works (unsatisfactory completed jobs MUST be immediately notified, in writing / by email, to the contractor or within a minimum period of 24 hours.)
- 8) Following written/verbal instructions from the client, the contractor will check with the Local Planning Authority (LPA):
 - a. Whether the tree(s) are the subject of a Tree Preservation Order
 - b. Whether the trees are located within a Conservation AreaThe contractor will also consider whether a Felling Licence is required from the Forestry Commission (FC) or if any other permissions / consultations are required, i.e. Natural England / Environment Agency. NB Please note, if the contractor undertakes the necessary LPA application / notification an appropriate administrative charge of £60 will be incurred. Similarly a charge may be incurred for obtainment of a FC felling licence.
- 9) Where works are proposed to third party trees, i.e. 'neighbours trees', the contractor will require written confirmation from the tree owner ('the neighbours') that the works are agreed and where necessary, that access is permitted. If works only apply to overhanging branches that can be pruned from within the client's property then permission is not required but the neighbour should be advised where practicable (please also see 7. above as this may also apply.)
- 10) The contractor has £5 million Public Liability Insurance and a copy of the certificate is available on request. The contractor will operate in accordance with good industry practice, their Health & Safety Policy and Procedures and undertake Site Specific Risk Assessments (the outcomes of which may place constraints on the site whilst works are in progress, i.e. the client can't access their shed without prior agreement from ground staff.)
- 11) The site will be left 'clean, tidy and safe' but because of the very nature of the works including the production of wood dust, chainsaw / wood chippings / twigs / leaves and needles etc. and the traversing of site personnel it will not always be possible to return it to as its previous state.
- 12) If the works spread over multiple days, the site will be left appropriately and safe and as agreed with the client beforehand
- 13) The contractor will undertake the works as scheduled but is aware of / may be constrained by ecological and wildlife legislation including:
 - a. Wildlife and Countryside Act 1981
 - b. Countryside and Rights of Way Act 2000
 - c. Conservation of Habitats and Species Regs. 2012 (amendment)This legislation requires the contractor to assess the impact of the works which may result in works being delayed as a result of nesting birds, roosting bats or similar being present.

Highways and Amenities Committee – Monday 23rd May 2016

Bench Request

Agenda Item 20

A request has been received from a resident to place a bench at the war memorial in remembrance of his father. The letter is attached.

Previous requests for placement of benches within this area have been refused owing to the number of benches already in that area and the number of people attending Remembrance Sunday.

Proposal: That a decision should be made regarding the above or referred to the Royal British Legion for advice.



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None
Impact on Bio-diversity : None
Budgetary Impact : None

RECEIVED

11 MAY 2016

10th May 2016

Tenterden Town Council,
Town Hall,
24 High Street,
Tenterden
Kent
TN30 6AN

For Attention of The Town Clerk

Dear Sir,

My Father Mr. Bob Funnell has just passed away at the age of 98, he fought in the second world war, and was a staunch supporter of the Royal British Legion.

I am therefore writing to ask if the council would consider allowing the family to place a bench near the War Memorial in his memory. In view of his life history it seems to be a very fitting place to install this.

Also we have been told that there are not enough benches in this area, especially on Remembrance Sunday when quite a few people are of an age when they need to sit down.

Thanking you in advance for your kind attention.

Yours sincerely



D.R. Funnell

Highways and Amenities Committee – Monday 23rd May 2016

Bench Removal Request

Agenda Item 21

A request has been received from a resident to remove the planned bench at the Fat Ox Green on the grounds that it would generate more nuisance around the area of the public house. There is already seating outside the Fat Ox for pub patrons.

Work has already commenced on the commemorative bench which is intended for the public generally rather than pub patrons. The base has been installed.

I have attached a copy of the e-mail from the resident who lives in Wealden Avenue.

Proposal: That work should proceed on the bench as planned.



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None

Impact on Bio-diversity : None

Budgetary Impact : None – bench donated

Town Hall

From: Steve Arthur ~~XXXXXXXXXXXXXXXXXXXX~~
Sent: 16 May 2016 15:27
To: Town Hall
Subject: Bench

I am sending you this email to put forward my objection to the bench being put at the bottom of our gardens on st micheal green this bench will be used by THE FAT OX PUB and it will contribute to more noise and Rubbish being on the green and bottles being throw in to our gardens . We have noise till midnight at weekends anyway and we do not need any more seating their to encourage even more problems.

Sent from my iPad