



**Notice of Meeting**

**Aintree Village Parish Council**

You are hereby summoned to the meeting of the Aintree Village Parish Council's Park & Amenities Committee, which will be held on **Monday 3<sup>rd</sup> February 2020 at the Council Chamber, Harrow Drive, Aintree Village** commencing at **7.00pm**

Mo Kundi

**AGENDA**

PAC0160	To receive apologies for absence		
PAC0161	To receive declarations of interest		
PAC0162	Public participation		
PAC0163	Minutes of previous meeting held Monday 2 <sup>nd</sup> December 2019 (attached)		
PAC0164	Matters arising from the Action List (attached)		
PAC0165	Clerk's report	1. To consider the report on the Contract for Weekend Work	
PAC0166	Community Event 2020 Junior Football	To consider the request from the organisers of the Community Event 2020 to hold junior football tournament from end of February 2020 onwards.	Cllr. Honeyman
PAC0167	Dates of next meetings	<b>P &amp; A Committee</b>	<b>Parish Council</b>
		<ul style="list-style-type: none"> <li>• 6<sup>th</sup> April 2020</li> </ul>	<b>F &amp; GP Committee</b> <ul style="list-style-type: none"> <li>• 17<sup>th</sup> February 2020</li> <li>• 20<sup>th</sup> April 2020</li> </ul>
			<ul style="list-style-type: none"> <li>• 16<sup>th</sup> March 2020</li> <li>• 11<sup>th</sup> May (Annual Parish meeting)</li> <li>• 18<sup>th</sup> May 2020 (Annual Parish Council meeting)</li> </ul>



**Aintree Village Parish Council**  
**Minutes of Park and Amenities Committee**  
**meeting held on Monday 2<sup>nd</sup> December 2019**  
**at 7.00pm**

	Present	Cllrs Wykes (Chairman), Honeyman, Kelly, and Bennett
PAC0152	Apologies for absence	Cllr. Owens
	In attendance	Cllrs. Carter and Toner M Kundi (Council Manager and Parish Clerk),
PAC0153	Declarations of interest	None
PAC0154	Public participation	None
PAC0155	Minutes of previous meeting	Members considered the previous minutes of the Park and Amenities Committee meeting held on 2 <sup>nd</sup> September 2019, and RESOLVED and authorised the Chairman to sign them as a correct record.
PAC0156	Matters arising	Members considered the attached Matters Arising from the Action List and noted the content.
PAC0157	Clerk's reports	
	Outcome of Meeting with EnviroLawn Ltd.	1. Members considered the report on the outcome of the meeting with EnviroLawn Ltd. and having satisfied themselves with the reasons for delaying the identified safety works RECOMMENDED to the Finance and General Purposes Committee and the Parish Council that as part of the budget consideration for 2020/21 a sum of £16,360 plus VAT be included in the next year's budget for delayed safety works, together with provision for undertaking the balance of identified safety works that were earmarked for being undertaken in 2020/21, including the net Climber at £1,350 plus VAT.
	Informal Meeting	2. Members noted the outcome of the informal meeting that took place on 2 <sup>nd</sup> December 2019 at 5.00pm and AGREED to wait until the development of the Action Plan.
	Potential Projects for Inclusion in 2020/21 budget	3. Members reconfirmed the need to implement those projects emanating as a result of the Annual Playground Safety Equipment Report.

	Staffing Matters	<p>4. The Park and Amenities Committee Members considered the report on staffing matters and agreed to RECOMMEND to:-</p> <p>a) The Parish Council the proposal to enter into an agreement with Lydiate Parish Council to buy in the service for the Community Support Officer's post for the Community Garden and Orchard project,</p> <p>b) The Parish Council the proposal to enter into a 12 month agreement from April 2020 with the Park Café operator to undertake weekend work currently being undertaken by the Assistant Park Officer.</p> <p>c) The Finance and General Purposes Committee, and the Parish Council as part of it budget consideration make provision for increased staffing costs for 2020/21</p>		
PAC0158	Correspondence	None		
PAC0159	Dates of next meetings	<b>P &amp; A Committee</b>	<b>F &amp; GP Committee</b>	<b>Parish Council</b>
		<ul style="list-style-type: none"> <li>• 3<sup>rd</sup> February 2020</li> <li>• 6<sup>th</sup> April 2020</li> </ul>	<ul style="list-style-type: none"> <li>• 16<sup>th</sup> December 2019</li> <li>• 17<sup>th</sup> February 2020</li> <li>• 20<sup>th</sup> April 2020</li> </ul>	<ul style="list-style-type: none"> <li>• 18<sup>th</sup> November 2019</li> <li>• 20<sup>th</sup> January 2020 (Budget/Precept)</li> <li>• 16<sup>th</sup> March 2020</li> <li>• 11<sup>th</sup> May 2020 (Annual Parish meeting)</li> <li>• 18<sup>th</sup> May 2020 (Annual Parish Council meeting)</li> </ul>
<p>The meeting closed at 07.18pm            Minutes PAC0152 to PAC0159 received as a correct record on 3<sup>rd</sup> February 2020</p> <p style="text-align: center;">.....</p> <p style="text-align: center;">Chairman Cllr. Wykes</p>				

**Park and Amenities Committee Meeting –3<sup>rd</sup> February 2020**

**Matters Arising From the Action List**

Item No.	Subject	Action	Action By	Target Completion Date	Progress	Budget £
PK0068	Park Signage	To explore options and costings for Park signage and to report back to the next meeting of the Park Committee.	Parish Clerk & Park Office			
PK0076	ROSPA Report	i) The Park Committee to continue to investigate the findings of the RoSPA report, including asking Playsafety Ltd for their comments on the outcomes which the Park Committee had questioned ii) Cllr. Bennett to examine the validity of the recommendations contained in the RoSPA report, and iii) The Park Committee to seek any specialist advice where necessary	Park Committee & Cllr Bennett		Meeting with Sefton Council's Green Sefton Services reported to Committee on 3 <sup>rd</sup> June 2019, and identified works on the Agenda Completed	
	RoSPA Report	To engage another organisation to undertake an independent safety check of all play equipment.			Completed	
	EPICA	Council Manager and Parish Clerk to undertake further investigation and for a report to be presented to the Park Committee in February 2019.		February 2019	Completed 12 <sup>th</sup> June 2019	
	Old Sub-station	Council Manager and Parish Clerk to explore potential options for its usage			Completed 15 <sup>th</sup> July 2019	

					Being used by Davenhill Primary School football teams	
PK0087	Tennis Courts	Further investigations to be undertaken to facilitate the setup of Tennis Court clubs			Completed Inaugural match played on 14 <sup>th</sup> July 2019	
PK0088	Green Flag	The Chair of the Park Committee and the Council Manager and Parish Clerk to jointly prepare an application form for achieving Green Flag award for the Park.				
PAC0114	Ground Maintenance Contract	To consider the Ground Maintenance Contract at the 5 <sup>th</sup> August 2019 meeting with the aim of extending the existing contract by 12 months	Parish Clerk		Completed	
	Tuck Shop/Cafe	Council Manager and Parish Clerk, in consultation with the Chairman of the Committee be delegated to prepare an advertisement with the aim of inviting potential interests, and that the said advertisement to be placed on Parish Council Notice Boards, social media, the Parish Council website and any other site deemed appropriate.	Parish Clerk		Tuck Shop/Café now open	
PAC0118	Community Gardens	Members agreed that consultation should be carried out with potential stakeholders with the aim of setting up a small Working Group to explore the viability of the project. Members requested the Council Manager and Parish Clerk to progress this project.	Parish Clerk		Completed	
PAC0119	Dog Fouling	Members agreed to creating a temporary dedicated dog walking area in the Park with up to 15m wide strip and running	Parish Clerk		Postponed	

		parallel to Lancing Drive. Members requested the Council Manager and Parish Clerk to progress this project.				
PAC0120	Benches and Plaque	Members agreed that a new bench with a plaque acknowledging 40years of service provided by ex-Councillor Downey should also be installed in the Bowling Green area. Members requested the Council Manager and Parish Clerk to get quotes for four benches, including a plaque	Parish Clerk		Completed	
PAC0121	CCTV	Members agreed in principal to having standalone CCTV cameras, which would allow recording and monitoring of the Park independent of SeftonArc. Members requested the Council Manager and Parish Clerk to obtain some quotes, and to consult with the Police and SeftonArc on the matter.	Parish Clerk		Completed	
PAC0122	Play Equipment meeting with Sefton Council Officer	Members agreed to having a special meeting to discuss the report from Sefton Council's Officer should that become necessary.	Parish Clerk		Completed	
PAC0123	EPICA	Members considered the matter and agreed that the Parish Council be recommended to terminate the contract with EPICA. Members recognised that EPICA required four months' notice and INSTRUCTED the Council Manager and Parish Clerk to issue the termination notice now, but to withdraw the notice should the Parish Council be minded to retain EPICA.			Completed Termination issued on 12 <sup>th</sup> June 2019	

6968 (15 <sup>th</sup> July 2019)	Play Inspection	Parish Council approved the appointment of Play Inspection Company to undertake annual inspection from August 2019 for a period of three years subject to satisfactory performance at a cost of £100 + VAT	Parish Clerk		Completed	
	Charity football matches	Charity football matches between Over the Hill Mob and Merseyside Police (Sunday 21 <sup>st</sup> July 2019) and a German team (Sunday 24 <sup>th</sup> August 2019). In both cases fees waived	Parish Clerk		Completed 15 <sup>th</sup> July 2019	
	CCTV Cameras	Park & Amenities Committee to decide on which company to select subject to budget not exceeding £5,000 plus VAT and any annual service charges.	Park & Amenities Committee		Completed	
	Safety Works	Park & Amenities Committee to decide on the appointment of the successful contractor, manner and the type of work undertaken subject to budget not exceed in £20,000 this year. Any balance of work to be included in next year's work programme. £8,000 to be vired from Contingency budget to Maintenance – Play & Park Equipment			Completed	
	Community Gardens	Community Gardens & Orchard bid to be submitted with Park & Amenities Committee deciding on the exact size, scale, layout, involvement and implementation of the successful bid.	Park & Amenities Committee		Completed	
	Tuck Shop/Cafe	Council Manager & Parish Clerk to facilitate the lease agreement			<b>On going</b>	

PAC0149	Dedicated Temporary Dog Area	<p>a). The proposal to create a dedicated temporary dog area in the Park be postponed for the time being,</p> <p>b). The existing signage relating to dogs being on the lead at all time be reinforced and strengthened, including:-</p> <ul style="list-style-type: none"> <li>• Sprayed marking on the tarmac at the main entrance to the Park, and near the end of the car park,</li> <li>• Erection of 5 aluminium signs so that they cannot be damaged or removed,</li> <li>• Erection of signs stating 'CCTV in operation'</li> <li>• All related signs to be in compliance with that used by Sefton Council</li> </ul> <p>c). The gate leading from Lancing Drive to be closed during winter time to prevent motorcyclists using the Park</p> <p>d). Council Manager and Parish Clerk to seek Sefton Council's assistance for a more enhanced enforcement of PSPO in the Park, and to seek consent for the £2,000 allocation to be used for the revised signage scheme instead.</p>	Parish Clerk		Completed 5 <sup>th</sup> November 2019	
	Annual Playground Safety	Request the Council Manager and Parish Clerk to consider ways in which the identified low risk work activities in the Annual Playground Safety Inspection	Parish Clerk		<b>Progressing</b>	



	Inspection Report	Report could be delivered by the in-house team				
	Safety Works by EnviroLawn Ltd	The Council Manager and Parish Clerk be requested, in conjunction with the Chair of the Park and Amenities Committee to liaise with EnviroLawn Ltd to seek their agreement to the above.	Parish Clerk		Completed and reported to PAC meeting on 2 <sup>nd</sup> December 2019	
PAC0157	Park Café Staffing Matters	Enter into a 12 month agreement from April 2020 with the Park Café operator to undertake weekend work currently being undertaken by the Assistant Park Officer.	Parish Clerk		<b>On the Agenda</b>	

**Aintree Village Parish Council**  
**Park and Amenities Committee**  
**Report on Weekend Work**  
**3<sup>rd</sup> February 2020**

**1.0 Purpose of Report**

1.1 The purpose of this report is to inform Members of the outcome of the meeting with Sue Harrison of Park Café with regard to weekend work.

**2.0 Background**

2.1 At the Parish Council meeting on 16<sup>th</sup> September 2019, Members considered the report on staffing issues and agreed amongst other things that:-

- A new staff be employed at weekends to work 8 hours (Saturdays – 4 hours/week and Sundays – 4 hours/week), starting from 1<sup>st</sup> April 2020

2.2 At the Park and Amenities Committee meeting on 2<sup>nd</sup> December 2019, Members considered the report on staffing matters and agreed to RECOMMEND, amongst other things, to:-

- The Parish Council the proposal to enter into a 12 month agreement from April 2020 with the Park Café operator to undertake weekend work currently being undertaken by the Assistant Park Officer.

2.4 The above recommendation was ratified by the Parish Council at its meeting on 20<sup>th</sup> January 2020.

**3.0 Current Position**

3.1 Since the meeting of the Park and Amenities Committee meeting on 2<sup>nd</sup> December 2019 informal discussions have taken place between the Council Manager and Parish Clerk, and Park Officer and Sue Harrison of Park Café. At the meeting on 13<sup>th</sup> January 2020 detailed discussions took place between the Council Manger and Parish Clerk and Park Officer and Sue Harrison and her daughter involving what work is required to be undertaken at weekends and issues relating to health and safety, insurance, general responsibilities and charges.

3.2 Sue Harrison agreed to the terms and conditions and the Council Manager and Parish Clerk in return agreed to prepare a Weekend Work Contract to be signed by the two parties, a copy of which is attached as Annex A to this report.

3.3 Members may be aware that the Assistant Park Officer is on holidays for three weeks starting from 22<sup>nd</sup> February 2020, and it has not been possible to pick up his duties

using other members of staff. Consequently Sue Harrison was asked at the above meeting if, subject to Members' approval, she would be prepared to work these three weekends to which she responded in the positive.

#### **4.0 Legal Implications**

4.1 There are no legal implications as a result of this report.

#### **5.0 Financial Implications**

5.1 Sue Harrison of Park Café, as a company will be engaged as per the attached Contract for which they will be paid £10.00 per hour. The hours will be 2 on Saturday and 2 on Sunday, except when there is a football/bowling green match or other event when it will be 4. The cost of this is included in next year's budget. The cost of engaging Sue Harrison's company for the three weekends that the Assistant Park Officer is on holiday will need to be met from this year's budget.

#### **6.0 Recommendations**

It is proposed that Members consider the report and:-

6.1 RECOMMEND to the Parish Council that Sue Harrison's of Park Café be engaged as a company to undertake weekend work as per the attached Contract in Annex A at a cost of £10 per hour for an initial period of 12 months and then subject to satisfactory performance for a further 12 months, and

6.2 The Park and Amenities Committee using its delegated powers for 'Purchase of equipment, supplies and contracts within the approved budget below £5,000 (single item)' authorise the Council Manger and Parish Clerk to engage Sue Harrison's of Park Café as a company to undertake weekend work during the three weekends that the Assistant Park Officer is on leave starting from 22<sup>nd</sup> February 2020.

# **AINTREE VILLAGE PARISH COUNCIL**

## **Weekend Work Contract**

This is a contract for the supply of services as more fully set out in appendix A attached hereto between:

Name of Contracting Party:-  
Aintree Village Parish Council  
(hereafter referred to as the "Contractor")

Name of Supplier:-  
Sue Harrison of Park Cafe

(hereafter referred to as the "Supplier")

**1.0 Commencement date of contract:-** 1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2021

**2.0 Duration of contract:-** 12 months with the option for further 12 months subject to satisfactory performance.

### **3.0 Cancellation Provisions**

- 3.1 Either party can cancel the contract within the duration, subject to provision of at least 2 months' notice, except in the event of a breach of contract as set out in clause 7 below where the Contractor is able to cancel this contract immediately, by giving notice in writing to the address of the Supplier noted above
- 3.2 Either party must provide at least 2 months' notice of its intention not to renew this contract

### **4.0 Description of services included within this contract:-**

- 4.1 As more fully set out in appendix A attached to this contract

### **5.0 Where is the work to be carried out:-**

- 5.1 In Harrow Drive Park, Aintree Village.

### **6.0 When work is to be carried out:-**

- 6.1 Two hours every Saturday (in the morning)
- 6.2 Two hours every Sunday (in the morning), except when football match is on when it will be 4 hours (to facilitate football/bowling green playing or other event arrangements)

### **7.0 Supplier to be responsible for compliance with all relevant legislation**

- 7.1 The Supplier will be responsible for compliance with all relevant legislation in order to deliver the services as set out in appendix A attached to this contract.
- 7.2 The Supplier will be responsible for all appropriate Risk Assessments required under Health and Safety legislation and to ensure safe delivery of the services as may be required to complete the services as set out in

- appendix A attached to this contract and will provide reasonable evidence of such Risk Assessments to the Contractor upon request
- 7.3 The Supplier is responsible to both themselves and any other party for the safe working during delivery of the services as set out in appendix A attached to this contract
- 7.3 Except where required by law, the Contractor is not responsible for the Health and Safety of the Supplier during the delivery of the services as set out in appendix A
- 7.4 Supplier will be provided with a litter picker and bags. The supplier will also, as a one off, be provided with a high visibility vest and gloves but thereafter will provide their own together with relevant personal protective equipment (PPE).

## **8.0 Breach of contract**

- 8.1 The Contractor may give notice of immediate cancellation of this contract in the event of breach of contract by the Supplier. Examples of breaches of contract including but not limited to:-
- 8.1.1 Failure to deliver the services as set out in appendix A without good reason
- 8.1.2 Failure to comply with Health and Safety Legislation
- 8.1.3 Criminal act by the Supplier

## **9.0 Suppliers Fees, Taxes and Expenses**

- 9.1 The Contractor hereby agrees to payment of the fees as set out in appendix A attached
- 9.2 Payment of such fees will be monthly in arrears (unless shown differently in the schedule of fees as set out in appendix A attached) and is subject to the receipt of an invoice for each payment required showing the appropriate taxes, and the timesheet as set out in appendix B.
- 9.3 The Contractor shall not be responsible for the payment of any taxes to any authority that may be required to be paid by the Supplier.
- 9.4 The Supplier shall be responsible for payment of all Income Tax and National Insurance that may be due in respect of the delivery of the services as laid out in the appendix
- 9.5 Any additional expenses not noted in the attached appendix A are to be agreed in advance by the Contractor in writing

## **9.0 Insurance**

- 10.1 The Supplier shall maintain insurance as they see fit for the delivery of the services as set out in appendix A
- 10.2 The Supplier shall be responsible for all claims, costs and expenses for any damage caused by them or for which they are responsible during the delivery of the services as set out in appendix A
- 10.3 The Supplier is not included within any aspect of any insurance that the Contractor purchases, unless confirmed in writing by the Contractor
- 10.4 The Contractor is not required to be included in any insurance that the Supplier purchases unless requested by the Contractor

## **11.0 Legal Interpretation**

- 11.1 All aspects of this contract and appendix A attached shall be interpreted under English Law

Signed for and on behalf of the Contractor – Council Manager and Parish Clerk

Print Name .....

Date .....

Signed for and on behalf of Supplier .....

Print Name/Position .....

Date .....

**APPENDIX A**

The Supplier will provide the following services:

- Litter picking, emptying litter/dog bins and keeping areas clean and tidy
- General visual monitoring of play equipment safety and reporting any safety issues to Park Officers (in their absence to the Council Manager and Parish Clerk)
- Liaison with park users, e.g. general public, football teams, bowling clubs etc.
- Acting as a representative of Aintree Village Parish Council in the event of any incidents occurring, and recording and reporting such incidents to Park Officers
- Receiving any money from groups hiring park facilities and keeping relevant records of the money received, and then transferring that money asap to the Park Officers (in their absence to the Council Manager and Parish Clerk)
- Overseeing the use of the park buildings, including cleaning duties
- Recording and reporting any issues to Park Officers (in their absence to the Council Manager and Parish Clerk)
- Liaise and facilitate football, and Bowling Green matches and any other matches/events during the weekend, including ensuring that the facilities used by the said are accessible, safe to use, clean, and health and safety regulations are complied with.

**Charges:-** The Supplier will be paid £10/hour

1) Supplier

.....

Signed.....

Date.....

2) On behalf of the Contractor - Council Manager and Parish Clerk

Signed.....

Date.....

**APPENDIX B**

**Timesheet to be completed and submitted with each monthly invoice**

**Month .....** **Year .....**

<b>Day</b>	<b>Date</b>	<b>Hours Worked</b>	<b>Football/Bowling Green/other event (please state)</b>	<b>Any incidents/comments (please use separate page if required)</b>
<b>Saturday</b>				
<b>Sunday</b>				
<b>Saturday</b>				
<b>Sunday</b>				
<b>Saturday</b>				
<b>Sunday</b>				
<b>Saturday</b>				
<b>Sunday</b>				
<b>Saturday</b>				
<b>Sunday</b>				

Supplier's Name .....

Signed.....

Date .....