



Full Council Meeting

8th November 2023

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Dear Councillor,

You are hereby summoned to the next Meeting of Market Rasen Town Council, which will be held on Wednesday **8th November 2023** commencing at **7.00pm** in the Committee Room of the Festival Hall, Caistor Road, Market Rasen.

Members of the public and the press are invited to attend.

Anna Lawson

Signed:

Town Clerk & Responsible Financial Officer
Market Rasen Town Council

Date: 02 November 2023

For further information, or to request copies of non-confidential reports please contact the Clerk at townclerk@marketrasentc.co.uk or on 01673 842479. There will be a 20-minute public forum.

Agenda

1. **Open meeting**

Chairman to welcome those attending and make any announcements

2. **Apologies**

To **RECEIVE** apologies for absence

3. **Public Forum**

To **RECEIVE** any questions and listen to observations made by members of the public (limited to 20 minutes)

4. **Declarations of Interest**

To **RECEIVE** any declarations of interest in accordance with the requirements of the localism Act 2011 and to consider any applications for dispensations in relation to Disclosable Pecuniary Interests.

Members may make any declarations of interest at this point but may also make them again at any time during the course of the meeting.

5. **Minutes**

To **RESOLVE** to approve the minutes of the last meeting held on 11th October 2023 (Appendix A)

6. **Action Points & Clerks Report**

(Appendix B)

To **NOTE** any updates on the action points

7. **District & County Councillor Reports**

(Appendix C)

To **RECEIVE** the reports from the District & County Councillors

8. **Planning Applications**

(Appendix D)

To **DISCUSS** applications received since the last full council meeting including;

147461 Planning application to erect 2no. dwellings.

Land off Bridle Way Market Rasen LN8 3ZT Full Planning Application

147521 Advertisement consent to replace existing fascia sign & external illumination.

5 Queen Street Market Rasen Lincolnshire LN8 3EH Consent -Display Advertisement

9. **Town Events Working Group**

- a) To **RECEIVE** updates of meetings

10. **Bank Reconciliations**

- b) To **RECEIVE** the current account reconciliation to 31st October 2023 (Appendix E)
c) To **RECEIVE** the savings account reconciliation to 31st October 2023 (Appendix F)

11. **Accounts for Payment**

- a) To **RESOLVE** to authorise the accounts for payment (Appendix G)
b) **To CONSIDER** Finance and Premises Committee recommendations from meeting held 31st October (Appendix H)
c) **To APPROVE** the draft budget (Appendix I)
d) **To APPROVE** the provisional precept (Appendix J)

12. **Remembrance Sunday**

- a) To **RECEIVE** update

13. **Police Numbers in the Community**

To **RECEIVE** update from correspondence sent to Sir Edward Leigh MP

14. To **RECEIVE** any items for the next agenda



**Minutes of the Council Meeting held on Wednesday 11th October 2023
in the Committee Room of the Festival Hall, Caistor Road, Market Rasen.**

Present: Councillors: J. Pilley (Chairman), S. Bunney (DCllr/CCllr), A. Dale (Vice-Chairman), F Easters, J Adekoya, D Bowns, D Strachan, N Taylor, S Edwards

In attendance:

Town Clerk – A Lawson, a member of the press

The Meeting opened at 19:00

1. Open meeting

The Chairman opened the meeting

2. Apologies

Received from Cllrs Hassan and Gray

3. Public Forum

Cllr Taylor raised a question on behalf of a resident in relation to clearing the area close to the bridge on Oxford Street. Cllr Bunney informed the Council that the work had been carried out by WLDC.

4. Declarations of Interest. To RECEIVE any declarations of interest in accordance with the requirements of the localism Act 2011 and to consider any applications for dispensations in relation to Disclosable Pecuniary Interests.

None received

5. Minutes

The minutes were **ACCEPTED** as read.

PROPOSED Cllr Bunney, SECONDED Cllr Dale and accepted UNANIMOUSLY

6. Action Points & Clerks Report

The reports and subsequent updates were **NOTED** by the Council

Correspondence has been received in relation to the state of the pavements and parking issues on Willingham Road

7. District & County Councillor Reports

Cllr Bunney's report included the following;

- Increase in street cleaning from WLDC which is to be matched by MRTC.
- WLDC to purchase street cleaning equipment for use in Market Rasen
- The plastic Hawk and netting on the bridge over Queen Street has been removed by Network Rail during recent repairs and not replaced. Resulting in an increase in pigeons in the area.
- A631 – LCC to move the 30mph signs on Willingham Road within the next month.
- The new permanent SID (Speed Indicator Device) will then be installed in the area.
- The old mobile SID (Speed Indicator Device) will then be deployed elsewhere.
- The new Banking Hub should be up and running in the new year.
- Racecourse traffic is being addressed and solutions considered.
- The flood modelling has been completed.

Appendix A

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- Currently there is no rainfall collection taking place in Market Rasen and this is being addressed.
- The new shelter on the Market Place, which was funded from the Levelling Up initiative, is now in place.
- Cllr Bunney proposed that MRTC request that WLDC become members of the Green Dog Walker Scheme.
- Asked for support from MRTC in submitting a TRO (Traffic Regulation Order) in relation to a request for white lines on Willingham Road.

8. Planning Applications

147276 Glebe Farm, Willingham Rd, Market Rasen amendments to landscaping condition
No comment

147260 Glebe Farm, Willingham Rd, Market Rasen, 14 additional dwellings.

Council **RESOLVED** the following comment, 'Dwellings must be social housing which is available by either rent and part share. Would prefer three bedroom properties.'

PROPOSED Cllr Taylor, SECONDED Cllr Dale and accepted UNANIMOUSLY

9. Town Events Working Group

Cllr Bunney provided an update and explained the proposal for 6-8 events for the next 12 months. Events are to be a collaboration with other groups.

10. Bank Reconciliations

a) **RESOLVED** to accept the current account reconciliation to 31st September 2023
PROPOSED Cllr Taylor, SECONDED Cllr Dale and accepted UNANIMOUSLY

b) **RESOLVED** to accept the savings account reconciliation to 31st September 2023
PROPOSED Cllr Pilley, SECONDED Cllr Taylor and accepted UNANIMOUSLY

11. Accounts for Payment

a) **RESOLVED** to authorise the accounts for payment (Appendix A)
PROPOSED Cllr Taylor, SECONDED Cllr Bunney and accepted UNANIMOUSLY

b) **RESOLVED** to accept Q2/YTD Financial Information and Budget
PROPOSED Cllr Taylor, SECONDED Cllr Pilley and accepted UNANIMOUSLY

c) **RESOLVED** to accept External Auditors completion of report
It was noted that the funding reference came from S106 not CiL
PROPOSED Cllr Bunney, SECONDED Cllr Dale and accepted UNANIMOUSLY

d) **RESOLVED** to accept the Finance and Premises Committee recommendations
PROPOSED Cllr Taylor, SECONDED Cllr Pilley and accepted UNANIMOUSLY

e) To **APPOINT** an Internal Auditor
Clerk advised of ongoing contract with LALC

12. Residential Car Parking Issues

Deferred until more information available

13. Remembrance Sunday

- a) Cllr Pilley provided an update.

b) A request was made for volunteers to man the road closures.

c) It was agreed that the Chairman and Clerk should contact independent businesses and offer them the opportunity to lay a wreath.

PROPOSED Cllr Taylor, SECONDED Cllr Pilley and accepted UNANIMOUSLY

14. Christmas Lights

RESOLVED to accept the proposals for the Christmas lights this year along with the new Christmas tree between the bridge and traffic lights on Queen Street. Also renting a tree.

PROPOSED Cllr Taylor, SECONDED Cllr Dale and accepted UNANIMOUSLY

15. Dementia Friendly

NOTED the intention to adopt Dementia Friendly practices within the Council and the Festival Hall. To also consider other schemes and support training.

16. November's Agenda

To **REQUEST** update on the situation with police numbers from Sir Edward Leigh MP following correspondence sent last month.

Meeting ended 8.42pm

Appendix A

Market Rasen Town Council Accounts for payment October 2023						
Ref	Payee	Description	F/Hall £	General £	VAT	Total
					£	£
pre-authorized automated payments since the last meeting - To note						
DD	BT	Phones and broadband Sept		£114.21	£22.84	£137.05
DD						
DD	Fuelcard	charges		£7.20		£7.20
DD	Now Pensions	Employer service Charge		£12.50	£2.50	£15.00
DD	WLDC	Refuse & Recycling	£66.95			£66.95
DD	WLDC	Non Domestic rates Office		£287.00		£287.00
DD	WLDC	Non Domestic rates OPS		£183.00		£183.00
DD	WLDC	Non Domestic rates Market		£37.00		£37.00
DD	WLDC	Non Domestic rates FH	£576.00			£576.00
DD						
DD						
Payments already made						
	HMRC	salaries		£6,055.81		£6,055.81
	Daniel Ferguson	entertainment xmas		£115.00		£115.00
	Gala Tent	10 Gazebos		£5,545.16	£1,109.03	£6,654.19

Appendix A

Sub total						
	(Authorised for electronic payment where required)					
UTB54 1	AJ Williams	Grasscutting 11th and 15th September		£582.00	£116.40	£698.40
UTB54 2	Amazon	Highviz vest		£17.32	£3.48	£20.80
UTB54 2	Avica	cleaning materials FH	£52.05		£10.41	£62.46
UTB54 3	Daniel Ferguson	payment for xmas entertainment		£95.00		£95.00
UTB54 4	Equip	oil/number plate trailer		£48.55	£9.71	£58.26
UTB54 5	Equip	spark plug		£3.95	£0.79	£4.74
UTB54 6	Equip	Gas stove cartridge for weedkiller machine		£8.00	£1.60	£9.60
UTB54 7	Equip	various items		£43.49	£8.70	£52.19
UTB54 8	Equip	materials office toilet		£56.25	£11.25	£67.50
UTB54 9	M Lakin Whitworth	flowers for cenotaph		£22.50		£22.50
UTB55 0	Huws Gray	screws/tape for market signs		£16.53	£3.31	£19.84
Totals			£695.00	£13,250.47	£1,300.02	£15,245.49



**Minutes of the Closed Session of the Full Council Meeting held on
Wednesday 11th October 2023
in the Committee Room of the Festival Hall, Caistor Road, Market Rasen.**

Present: Councillors: J. Pilley (Chairman), S. Bunney (DCllr/CCllr), A. Dale (Vice-Chairman), F Easters, J Adekoya, D Bowns, D Strachan, N Taylor, S Edwards

In attendance:

Town Clerk – A Lawson,

The Meeting opened at 19:00

Apologies were received f from Cllrs Hassan and Gray

17. **RESOLVED** that under the public bodies (admission to meetings) act 1960, the public and representatives of the press and broadcast media be excluded from the meeting during the consideration of the following items of business as publicity would be prejudicial to the public interest because of the confidential nature of the business to be transacted. ***Should this resolution be passed the public and press will be required to leave the meeting at this stage.***

PROPOSED Cllr Taylor, SECONDED Cllr Dale and accepted UNANIMOUSLY

18 Staffing Matters

a. **ADOPTED** the recommendations of the HR Committee meeting held 3rd October 2023.

PROPOSED Cllr Bunney, SECONDED Cllr Taylor and accepted UNANIMOUSLY

b. **RESOLVED to approve** the proposed action in response to reports received.

PROPOSED Cllr Bunney, SECONDED Cllr Taylor and accepted UNANIMOUSLY

Action Log

Appendix B

Action Point	Owner	Notes	Status
Full Council 8th February			
<i>Lease negotiations to begin OPS</i>	<i>Community Manager</i>		<i>With leaseholder for signing</i>
Full Council 8th March			
Full Council – 12 April 2023			
Full Council – 17 th May 2023			
Full Council – 12 th July 2023			
Grant notification of interest	<i>Clerk</i>		<i>Actioned and awaiting response</i>
Full Council – 13 th September 2023			
Letter to Sir Edward Leigh regarding reduction in Police numbers	<i>Clerk</i>		<i>Awaiting reply</i>
Letter to Sir Edward Leigh regarding pollution in our seas and waterways	<i>Clerk</i>		<i>Awaiting reply</i>
Gazebos ordered	<i>Clerk</i>		<i>To arrive November</i>
Town Partnership Bank Account Closed	<i>Clerk</i>		<i>Awaiting confirmation from Bank</i>
Full Council – 11 th October 2023			
Wreath laying by businesses	<i>Clerk and Chairman</i>		<i>Ongoing</i>



Clerk to Market Rasen Town Council
Market Rasen Town Council Area Office
Caistor Road
Market Rasen
Lincs
LN8 3HT

Guildhall
Marshall's Yard
Gainsborough
Lincolnshire DN21 2NA
Telephone 01427 676676
Web www.west-lindsey.gov.uk

Your contact for this matter is:

Danielle Peck
danielle.peck@west-lindsey.gov.uk
01427 676642

18 October 2023

Dear Sir/Madam

APPLICATION REFERENCE NO: 147461

PROPOSAL: Planning application to erect 2no. dwellings.

LOCATION: Land off Bridle Way Market Rasen LN8 3ZT

APPLICATION TYPE: Full Planning Application

APPLICATION CATEGORY: Minor - Dwellings

I refer to the above application, the planning application forms, plans and other documents may be viewed on the Council's website at www.west-lindsey.gov.uk/planning.

Please make your observations by filling in the attached pro-forma and returning it to me **within 28 days of the date of this letter**. I would advise you to keep a copy for your records. Any observations made will be taken into account by the District Council when a decision on the application is made. If the application goes before the Council's Planning Committee for determination, your Council will have the opportunity to speak at the meeting. I will write to inform you if the application is to be determined at committee.

If you do not reply within 28 days of the date of this letter I will assume that your Council has no observations to make.

I would point out that, under the Local Government (Access to Information) Act 1985, any written observations received that are reported to the Planning Committee will become "background papers" to the report, and as such will be made available for public inspection in accordance with the Act.

Yours faithfully

Danielle Peck
On behalf of West Lindsey District Council

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Planning Services Feedback

We value your opinion on our service, as your comments will help us to make improvements. Please visit our website where you may either make your comments online or download our feedback form to fill in and post back: www.west-lindsey.gov.uk/planning

WEST LINDSEY DISTRICT COUNCIL
PLANNING APPLICATION – PARISH/TOWN COUNCIL OBSERVATIONS

18 October 2023

Application Ref No. : 147461

Location : Land off Bridle Way Market Rasen LN8 3ZT

Proposal : Planning application to erect 2no. dwellings.

My Council has no comments _____ (please tick)

OR

My Council has the following comments/objections to make on the proposal:

Signed Date

For Market Rasen Parish/Town Council

Please return form within 28 days of the date given in the heading, to the
Development Management & Local Plans Manager, West Lindsey District Council,
Guildhall, Marshall's Yard, Gainsborough, Lincs DN21 2NA.



Clerk to Market Rasen Town Council
Market Rasen Town Council Area Office
Caistor Road
Market Rasen
Lincs
LN8 3HT

Your contact for this matter is:

Daniel Galpin
daniel.galpin@west-lindsey.gov.uk

2 November 2023

Dear Sir/Madam

APPLICATION REFERENCE NO: 147521

PROPOSAL: Advertisement consent to replace existing fascia sign & external illumination.

LOCATION: 5 Queen Street Market Rasen Lincolnshire LN8 3EH

APPLICATION TYPE: Consent -Display Advertisement

APPLICATION CATEGORY: Advertisement

I refer to the above application, the planning application forms, plans and other documents may be viewed on the Council's website at www.west-lindsey.gov.uk/planning.

Please make your observations by filling in the attached pro-forma and returning it to me **within 28 days of the date of this letter**. I would advise you to keep a copy for your records. Any observations made will be taken into account by the District Council when a decision on the application is made. If the application goes before the Council's Planning Committee for determination, your Council will have the opportunity to speak at the meeting. I will write to inform you if the application is to be determined at committee.

If you do not reply within 28 days of the date of this letter I will assume that your Council has no observations to make.

I would point out that, under the Local Government (Access to Information) Act 1985, any written observations received that are reported to the Planning Committee will become "background papers" to the report, and as such will be made available for public inspection in accordance with the Act.

Yours faithfully

Daniel Galpin
On behalf of West Lindsey District Council

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www.west-lindsey.gov.uk/planning-privacy

Planning Services Feedback

We value your opinion on our service, as your comments will help us to make improvements. Please visit our website where you may either make your comments online or download our feedback form to fill in and post back: www.west-lindsey.gov.uk/planning

WEST LINDSEY DISTRICT COUNCIL
PLANNING APPLICATION – PARISH/TOWN COUNCIL OBSERVATIONS

2 November 2023

Application Ref No. : 147521

Location : 5 Queen Street Market Rasen Lincolnshire LN8 3EH

Proposal : Advertisement consent to replace existing fascia sign & external illumination.

My Council has no comments _____ (please tick)

OR

My Council has the following comments/objections to make on the proposal:

Signed Date

For Market Rasen Parish/Town Council

Please return form within 28 days of the date given in the heading, to the Development Management & Local Plans Manager, West Lindsey District Council, Guildhall, Marshall's Yard, Gainsborough, Lincs DN21 2NA.



GRASS CUTTING TENDER 2024-2026

Market Rasen Town Council

C/o Anna Lawson (Town Clerk)

Festival Hall,

Caistor Road

Market Rasen

LN8 3HT

Telephone: 01673 842479

Email: townclerk@markettransentc.co.uk

<https://market-rasen.parish.lincolnshire.gov.uk/>

Market Rasen Town Council aims to maintain a high standard for the aesthetics on the land that it owns. The works described in this specification are to be executed by the contractor in a manner that continues this aim. In general, what is required are the best horticultural practices; the creation and maintenance of visually pleasing horticultural features, and the maintenance of rigorous standards of discipline, cleanliness and tidiness.

TYPE AND TERM OF CONTRACT

Market Rasen Town Council will be awarding a contract for grass cutting of the following areas:

- **Bell Playing Field**, Jamieson Bridge Street, Market Rasen
- **Mill Road Playing Field**, Mill Road, Market Rasen
- **Old Police Station**, Dear Street, Market Rasen
- **Town Green**, (including the Woodland) Linwood Chase Development, Market Rasen
- **De Aston Field**, Willingham Road, Market Rasen

The contract will be awarded for a period of three years commencing March 2024.

The Council reserves the right to cancel or withdraw from the selection and evaluation process at any stage.

The Contractor by submitting their tender for the works agrees to comply with all conditions as specified herein.

CONFIDENTIALITY

The Contractor must treat all information supplied to them in confidence and will not disclose it to any third party, unless for the purpose of obtaining sureties or quotations for submitting with the tender.

TIMETABLE

The advertisement inviting offers to tender will be advertised locally and in local newspapers weeks commencing November 2023 (subject to newspaper publication dates).

Site visits (if required) can be arranged for prospective tenderers by via the Town Clerk on 01673 842479 and must be completed prior to the closing date.

Completed tender packs and supporting information must be sent to the Council Office at the address shown above in a sealed envelope clearly marked "Grass cutting tender" by 5pm on the closing date. Fax or email copies will not be accepted.

Tender packs received after this date or those that have not been fully completed etc. will not be considered.

Closing date – 12 noon Friday 15th December 2023

Expected start date – Monday 4th March 2024

Contract completion date - 1st November 2026

DISCLAIMER

The information in this document has been supplied in good faith by the Council, however it may not be comprehensive and it has not been independently verified.

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- Accept any responsibility for the information contained in the document or the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

Standard Contract Conditions**1. Definitions**

- **Council** – Market Rasen Town Council (MRTC)
- **Chairman** – The Chairman of Market Rasen Town Council
- **Vice-Chairman** – The Vice-Chairman of Market Rasen Town Council
- **Clerk** – The Clerk to Market Rasen Town Council
- **RFO** – Responsible Finance Officer
- **Contractor** - the person or persons, firm or company who's tender for the works has been accepted by the Council.
- **The works** – grass cutting and grounds maintenance work as specifically described herein.

1. Form of Contract

The Contract will be in the form of an offer and acceptance basis.

The contractor is responsible for carrying out all the functions detailed in the contract documents together with all other services ancillary there to which are consistent with the contractor being responsible for maintaining the contract standard.

The specification describes in detail the tasks the contractor is obliged to perform together with the minimum standards to which the Contractor must perform these tasks. The standards set out in the specification are part of the contract standard. The Specification also indicates how MRTC will monitor the contractor's duties.

The contractor shall carry out the standard services in accordance with the programme of work referred to in the Contract Conditions

2. Fixed Price Tenders

The Contractor shall tender on the basis of a **FIXED PRICE CONTRACT** and shall include for any fluctuations in the cost of the labour and/or materials that may arise

during the period of the contract. Any VAT that may be payable shall be shown separately on the Tender.

The tender submitted by the Contractor shall remain open for acceptance by the Council for a period of two months from the day fixed for receipt of tenders.

The Council gives no assurance that the lowest or any tender will be accepted nor will they accept any liability for any costs incurred in the preparation of tenders.

3. **Insurance**

- a) The Contractor will be required to insure adequately against all contingencies in relation to damage, fire, burglary and personal injury with regard to their own machinery, equipment, materials & goods etc. used in connection with the works and they must keep said cover in force for the entire contract period.
- b) The contractor must effect and maintain an insurance policy covering Employer's Liability a minimum of **£5,000,000**, and Public Liability for a minimum of **£10,000,000.00** for any one event and must keep said cover in force for the entire contract period. The policy must include an Indemnity to Principals Clause.
- c) Proof of insurance cover must be submitted at the time of tendering. The tender will not be considered without this information.
- d) The Contractor must notify the Council any changes in insurers or insurance terms immediately during the contract period and provide proof of said changes etc.
- e) The Contractor must indemnify the Council and keep it indemnified against all losses, claims, demands, proceedings, damages, costs, charges and expenses in respect of or in connection with injury to or death of any person (including a person employed by the Contractor or any sub-Contractor) or damage to property real or personal (including property belonging to or in the possession of a person or persons employed by the Contractor or any sub-Contractor) happening consequent upon or in connection with the works.

4. **Payment and Retention**

The annual price agreed upon will be paid in monthly instalments in arrears and within 30 days from receipt of invoice.

5. **Discrepancies**

The Contractor shall be deemed to have included for all work shown on or implied by the Specification/Schedule of Works/ Drawings.

6. **Machinery, Equipment, Materials and Goods**

- a) The Contractor will provide all machinery, equipment, materials, goods, tools and fuels necessary to carry out the works and must ensure that all such machinery & equipment is in satisfactory condition in order to complete all work undertaken on behalf of the Council.
- b) The Contractor is responsible for all materials and fittings delivered to the site for their own use, and shall make good any damaged or missing at their own expense and shall provide all necessary protection to such materials and equipment etc. The responsibility shall in no way be limited because of the early delivery of such materials and equipment etc.
- c) The Contractor will provide all necessary first aid supplies in readily accessible positions on site where work is being carried out.
- d) The Contractor will provide all necessary personal protective clothing or equipment including adequate reflective or other similar clothing for use by their employees and other personnel under their control whilst carrying out work on behalf of the Council.

7. **Legislation**

- a) The Contractor shall at all times during the execution of the works for the Council comply with all aspects of current Health and Safety Regulations, COSHH, CDM Regulations and any other statutory requirements in so far as they apply to the works being undertaken and must ensure that any Sub-contractor used also complies with same.
- b) Copies of Risk assessments; Method statements & Health & Safety policy must be submitted at the time of tendering. **The tender will not be considered without this information.**
- c) The Contractor is responsible for erecting warning signs at each work site and all signage must conform to statutory requirements in place at the time.

8. **Site Conditions**

The Contractor must visit the site and acquaint themselves with the local conditions, access to the site, working and storage space, conditions affecting supply of labour and materials and the execution of the works generally. No claim for extra will be admitted for errors or omissions arising from the Contractor's failure to satisfy themselves of these matters. There is no storage facility on site for equipment or waste.

8. **Additional Works**

No extra or additional works shall be carried out by the Contractor on this contract without the express approval of the Clerk who will obtain permission from the Chairman (or Vice-Chairman in their absence). Failure to observe this requirement will prejudice payment for any extra work.

9. **Exclusion of Restrictive practices**

The Council requires those tendering for contracts not to be party to a Cartel involving or including any commercial or other arrangement between individuals and/or Corporation(s) which are intended or organised so as to share or control marketing arrangements or prices

10. **Damage Record**

The Contractor shall produce either a comprehensive damage list or video of damage to graves, headstones, vases, ornaments etc. at quarterly intervals from commencement of the contract in conjunction with the Clerk. This will assist both the Council and the Contractor in the event of damage being alleged.

11. **Inducements**

Offering an inducement of any kind in relation to obtaining this or any other contract with

The Council will disqualify the Contractor from being considered and may constitute a Criminal offence.

12. **Particular Specification**

a) **Conditions**

Market Rasen Town Council Standard Contract Conditions as specified above will apply to this contract.

b) **References**

The Council requires two references to be submitted by Contractors tendering for this work at the time of tender. Details of similar contract(s) undertaken for local councils or other organisations may be submitted with the tender.

c) **Financial reporting**

Financial trading accounts for the three previous years are required.

d) **Contract Period**

The Contract Period will commence March 2024 and will be for a period of three years with an option for a fourth year should the Council so decide.

e) **Termination of the Contract by the Council**

The Council shall be entitled to terminate this agreement as follows:-

- i. At any time during the first six months prior to commencement of the contract by giving one calendar months' notice to the Contractor.
- ii. Immediately upon the breach by the Contractor of any of its obligations under this agreement or by any breach of its statutory responsibilities. Any payments accrued due to the Contractor for work which at the time of termination has not yet been paid by the Council shall (at the Council's discretion) be retained by the Council on account of any claim which the Council might have against the Contractor by reason of such breach.
- iii. if the Contractor, without reasonable cause, makes default in failing to proceed with the works or by wholly or substantially suspending the carrying out of the works. The Council will give notice to the Contractor which specifies the default and requires it to be ended. If the default is not ended within seven days of receipt of the notice the

Council may by further notice to the Contractor send notice of termination of the contract which shall take effect on the date of receipt of the further notice which will be deemed to have been received 48 hours after the date of posting (Excluding Sundays and Bank Holidays). Any notice of termination shall not be given unreasonably or vexatiously.

- iv. If the Contractor makes a composition or arrangement with his creditors or becomes bankrupt or being a company makes a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement to be approved in accordance with the Companies Act 1985 or the Insolvency Act 1986 as the case may be or any amendment or re-enactment there-of, or has a provisional liquidator appointed or has a provisional winding-up order made or passes a resolution for voluntary winding-up (except for the purpose of amalgamation or reconstruction), or under the Insolvency Act 1986 or any amendment or re-enactment has an administrator or an administrative receiver appointed, the Council may issue notice to terminate the agreement. Such termination shall take effect on the date of receipt of such notice.
- v. Upon termination of the contract by the Council, the Contractor shall immediately cease to occupy the site of the Works and the Council shall not be bound to make any further payment to the Contractor that may be due under this Contract until completion of the Works, and the making good of any defects therein. The Council may recover from the Contractor the additional cost to them of completing the Works, any expenses properly incurred by the Council as a result of, and any direct loss and/or damage caused to the Council by, the termination.

f) **Termination of the Contract by the Contractor**

The Contractor shall be entitled to terminate this agreement as follows:

If the Council makes default in any one or more of the following:

- i. They do not discharge in accordance with this Contract the amount properly due to the Contractor in respect of any invoice submitted or pay any VAT due on that amount, or if the Council or any person for whom they are responsible interferes with or obstructs the issue of any payments due under this Contract.
- ii. If the Council or any person for whom they are responsible interferes with or obstructs the carrying out of the Works or fails to make the site available for the Contractor.
- iii. If the Council suspends the carrying out of the whole or substantially the whole of the Works for a continuous period of one month or more during the cutting season, the Contractor may give notice to the Council which specifies the default and requires it to be ended. If the default is not ended within 7 days of receipt of the notice the Contractor may by further notice to the Council terminate the contract. Such termination shall take effect on the date of receipt of the further notice. Any notice of termination shall not be given unreasonably or vexatiously.

12. **Temporary Suspension of the Works**

Tenderers should note that the Council will require Works whilst events or renovations take place. Notification will always be provided

13. **Extension of the Works.**

The Clerk under instruction from the Chairman or the Vice-Chairman may order additional works to the contract should growing conditions indicate that this is necessary. Any such works will be paid on a pro-rata basis on the tendered sums.

14. **Disposal of Grass Cuttings and Hedge Clippings**

The Contractor will be responsible for the removal of the cuttings and clippings from the site and for disposing of such waste at a registered tipping or disposal facility. All costs incurred must be included within the tender figure. (The Contractor may be required to be a Registered Waste Carrier to comply with this section of the specification).

15. **Grass length (post –cutting).** The council recognises that land is far from level and the contractor should therefore meet, wherever possible, the stated requirements over a general and reasonable area of the identified space. Any measurement stated is an average level not a measure of a length of grass and is the length from the ground.

16. **Assignment of the contract.**

The Contractor will not assign this agreement or any obligations thereunder to any persons or body incorporate whatsoever without the written consent of the Council

THE WORKS

General

1. The Contractor will inspect the areas to be cut prior to work commencing and will remove & dispose of all foreign objects before cutting begins.
2. In executing the works the Contractor will take all necessary precautions to secure the efficient protection of all rivers, streams, waterways, sewers and watercourses against pollution.
3. The Contractor will ensure that no deleterious matter whatsoever is deposited on the carriageway or footways during the works.
4. Any damage to buildings, land, equipment etc. caused by the Contractor will be repaired/replaced/made good as appropriate at the Contractors expense.
5. The Contractor will carry identification at all times when carrying out the works or on site.

6. No standing time will be paid for time lost due to inclement weather conditions or for any other circumstances which may arise to prevent work proceeding. The Contractor must inform the Council if due to illness, accident or other circumstances they are unable to fulfil their obligations.
7. The work site must be maintained and left safe and tidy from all contractor debris and work site activities on leaving the work site and including completion of work.
8. After mowing, surfaces should be even and neat in appearance and not show any of the following characteristics: - scalping, ridging, ribbing, rutting or long stalks. The type of machine to be used on any site must be suitable for the task being undertaken and must be capable of working safely taking into account the circumstances of the site.
9. The length of all grass after cutting is to be 30mm unless otherwise specified.
10. The Contractor shall take extra care whilst strimming around play equipment to prevent damage.

The contractor must note:

1. Pest control – a contractor also uses this site to undertake pest control on behalf of the parish council.
2. The sites are used/visited regularly by members of the public.
3. MRTC has adopted a strict no spraying with glyphosate rule.

Cutting frequency

1. **Grass cutting – Every two weeks** with the grass box on from the first week of March up to and including the last week of October annually (approx. 16 cuts per year).
2. **Unwanted growth removal – Twice yearly** The brambles and weeds around the edges must be cut back preferably March and September.

TENDER DETAILS

You must complete and return the following sections to the Council Office by the deadline specified together with a copy of the following for your tender to be considered:-

- Pricing Schedule
- Health & Safety Policy
- Risk Assessments
- Method Statements
- Three years annual accounts
- Proof of Insurance

The documentation must be returned in an unmarked envelope addressed as follows;

CGC 4

Town Clerk,

Market Rasen Town Council

Caistor Road

Market Rasen

LN8 3HT

Full name of organisation

.....
.....

Address

.....
.....

..... Postcode

Type of organisation (Sole trader, Partnership, Ltd company, Association, Other)

.....

Length of time organisation has been operating

.....



Minutes of the Finance and Premises Committee of Market Rasen Town Council, held on Tuesday 31st October 2023 at 7.00pm in the Council Office adjacent to the Festival Hall, Caistor Road, Market Rasen.

Present:

Councillors Bunney,(Chairman) Bowns, Strachan, Gray and Hassan

In attendance:

Anna Lawson – Town Clerk and Responsible Financial Officer (RFO)
Councillor Pilley

The Meeting opened at 19.00

1. Apologies

RECEIVED from Cllrs Dale, Easters, Taylor and Edwards

2. To RECEIVE any declarations of interest in accordance with the requirements of the Localism Act 2011 and to consider any applications for dispensations in relation to Disclosable Pecuniary Interests.

None received

3. Minutes.

The minutes were **ACCEPTED** as read.

PROPOSED Cllr Bunney, SECONDED Cllr Strachan and accepted UNANIMOUSLY

4. Provisional Budget

It was **RESOLVED** to accept the provisional budget with minor changes.

PROPOSED Cllr Bunney, SECONDED Cllr Strachan and accepted UNANIMOUSLY

5. Provisional Precept

It was **RESOLVED** to accept the provisional precept requirement of 5%.

PROPOSED Cllr Strachan, SECONDED Cllr Hassan and accepted UNANIMOUSLY

6. Grass Cutting Tender.

It was **RESOLVED** to accept the provisional budget with minor changes.

PROPOSED Cllr Hassan, SECONDED Cllr Bowns and accepted UNANIMOUSLY

7. Legal fees for the lease amendment for the Festival Hall.

It was **RESOLVED** to accept the recommendation to pay the fee.

PROPOSED Cllr Bunney, SECONDED Cllr Gray and accepted UNANIMOUSLY

8. Costs and options in relation to closing the Market Place for external events.

It was **RESOLVED** to accept the proposal for a flat hire charge of £175 for the Market Place.

PROPOSED Cllr Bunney, SECONDED Cllr Hassan and accepted UNANIMOUSLY

9. Proposal from Bupa in relation to car parking issues.

It was proposed to arrange a meeting with the Bupa Legal to discuss the proposal and then revert to council.

10. Cost of potential repairs to the Festival Hall.

It was proposed to address the issue under delegated powers in relation to Health and Safety.

The meeting closed 8.34pm

Precept Options

Figures are based on Income and Expenditure

2023/24 Precept	£163,174.24		£128.72 per band D property
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Therefore potential increases are;

0%		5%		10%
£163,174.24		£171,332.70		£179,500.00
		£6.44 pa		£12.88 pa
		£0.53 pm		£1.07 pm