

Buckingham Town Council

Town Council Office, Buckingham Centre, Verney Close, Buckingham, MK18 1JP 01280 816426

office@buckingham-tc.gov.uk

Town Clerk: Claire Molyneux



Wednesday, 05 June 2024

Councillor,

You are summoned to a meeting of the Environment Committee of Buckingham Town Council which will be held on Monday 10th June 2024 at 7pm in the Council Chamber, Cornwalls Meadow, Buckingham.

Please note that the meeting will be preceded by a Public Session in accordance with Standing Orders 3.e and 3.f, which will last for a maximum of 15 minutes. Members of the public can attend the meeting in person. If you would like to address the meeting virtually, please email committeeclerk@buckingham-tc.gov.uk or call 01280 816426 for details.

The meeting can be watched live on the Town Council's YouTube channel here: https://www.youtube.com/channel/UC89BUTwVpjAOEIdSIfcZC9Q/

Claire Molyneux Town Clerk

AGENDA

1. Election of Chair

To elect a Chair of the Environment Committee for 2024-2025.

2. Apologies for absence

Members are asked to receive apologies for absence.

3. Election of Vice Chair

To elect a Vice Chair of the Environment Committee for 2024-2025.

4. Declarations of interest

To receive declarations of any personal or prejudicial interest under consideration on this agenda in accordance with the Localism Act 2011 Sections 26-34 & Schedule 4.

5. Minutes

To agree the minutes of the Environment Committee meeting held on 15th April 2024.

Copy previously circulated



Neukirchen-Vluyn, Germany



Members are reminded when making decisions that the Public Sector Equality Duty 2010 requires Members to have due regard to the need to: Eliminate unlawful discrimination, harassment and victimisation and other conduct that is prohibited by the Act, advance equality of opportunity between people who share a characteristic and those who don't, and to foster good relations between people who share a characteristic and those who don't. All Committee documents can be found on the Buckingham Town Council's website. Alternatively, the Clerk can send you a copy of any minutes, reports, or other information. To do this, send a request using the contact details set out above.

www.buckingham-tc.gov.uk

6. Terms of Reference

To note the Terms of Reference for the Environment Committee, as agreed by Full Council.

Appendix A

7. Budgets

To receive the latest figures.

Appendix B

8. Boules Court

To receive a verbal update.

9. Bowls Club lease

To receive a report from the Estates Manager.

E/23/24

Appendix C

10. CCTV maintenance agreement.

To receive a report from the Estates Manager.

E/24/24

11. Happy to Chat Bench signs.

To receive a written report from the Estates Administrator.

E/25/24

12. Re-lettering of war memorial.

To note that the war memorial is being cleaned and re-lettered.

13. Climate Emergency Action Plan

To receive and discuss updates to the Climate Emergency Action Plan

Appendix D

14. Compliments and complaints log

To receive the compliments and complaints log.

Appendix E

15. Action report

To receive the report and note the updated information.

Appendix F

16. News releases

17. Chair's announcements

18. **Date of next meeting:** Monday 29th July 2024.

COMMITTEE IN PRIVATE SESSION

Exclusion of public and press

RECOMMENDED In terms of Schedule 12A, Local Government Act 1972, the following items will be likely to disclose exempt information relating to establishment and contractual matters and it is, therefore, **RECOMMENDED** that pursuant to the provisions of the Public Bodies (Admissions to Meetings) Act 1960 the public and press be excluded.

19. Advice update

Cllr. M. Gateley

Cllr. J. Harvey

To receive a report from the Compliance and Projects Manager

E/26/24

20. Advice from Zurich

To receive a report from the Estates Manager.

E/27/24

Appendix G Appendix H

To Committee Members:

Cllr. R. Ahmed Vice Chair Cllr. L. O'Donoghue

Cllr. F. Davies Chair Cllr. A. Ralph Cllr. L. Draper Cllr. A. Schaefe

Cllr. A. Schaefer Town Mayor

Cllr. R. Stuchbury Cllr. R. Willett

Email: office@buckingham-tc.gov.uk



Buckingham Town Council

Terms of Reference

Date agreed: 13/05/2024 Minute number: 17/24.2.1 Prepared by: Claire Molyneux Version: 2.4

1. The Committee shall be known as the **ENVIRONMENT COMMITTEE**.

Membership

- 2. Membership of the Committee is open to any Councillor who wishes to be a member.
 - 2.1. Councillors who are not Members of the Committee may attend the meeting, but they may not vote on a decision.
- 3. The Committee shall be subject to a quorum of 3 or one third of its membership, whichever is greater.

Chair

- 4. The Committee shall elect a Chair at the first meeting after the Annual Town Council Meeting. The Chair's period of office is for one year.
- 5. The Committee shall elect a Vice-Chair at the first meeting after the Annual Town Council Meeting. The Vice-Chair's period of office is for one year.
- 6. The Chair if present shall Chair the Committee meeting.

Conduct of the Meeting

7. All meetings of the Environment Committee shall be convened in accordance with the Town Council's standing orders and current legislation.

Area of Operations

8. The Committee shall be responsible for and have the authority for (unless stated elsewhere) the following aspects of the Town Council's functions:

Town Council property (excluding office accommodation)

Open spaces in the town and surrounding area

Community facilities in the town and surrounding area

Community services in the town and surrounding area

- 9. In addition to the areas of operation above the Environment Committee has the following responsibilities:
 - 9.1 The Committee has authority to proceed with all items within its budget but must refer to Full Council when non-budgeted expenditure is anticipated.

Environment May 2024

- 9.2 Ensuring the management of all aspects of upkeep, maintenance and administration of the Council's property including buildings, parks, cemetery and open spaces, and the management and administration of devolved services.
- 9.3 Making recommendations to the Council following any investigation or review of any matter relating to the protection and improvement of Buckingham Town environment.
- 9.4 Ensuring the proper maintenance of all street furniture owned by or supplied by the Council, and to recommend the purchase of additional or replacement street furniture where appropriate. In this context, "street furniture" includes waste bins, dog bins, seating, and signage.
- 9.5 Managing all aspects of upkeep and maintenance of Brackley Road Cemetery, Chandos Park, Bourton Park, the Ken Tagg play area, Railway Walk, the Circular Walk, Castle Hill and any other land or property acquired by the Council.
- 9.6 Liaising with Buckinghamshire Council and other relevant agencies on the maintenance of items falling within their remit, including footpaths, pavements, cycleways, roads, waterways, horticultural and arboricultural works, play areas, play equipment and areas of open public space.
- 9.7 Making recommendations to the Council following any investigation or review of any matter relating to the purchase, sale or disposal of land or property.
- 9.8 Obtaining such professional advice as deemed necessary to ensure the protection of the Council.
- 9.9 Analysing any compulsory purchase proposals and advising the Council accordingly.
- 9.10 Ensuring that any works carried out on the Council's behalf are completed as specified, or otherwise completed to a satisfactory standard.
- 9.11 Taking forward any other matters concerning land or property as required by the Council.
- 9.12 Making representations to the appropriate authority on matters relating to the provision and maintenance of externally controlled lands and buildings within the town, providing leisure facilities for residents and visitors.
- 9.13 Making representation with regard to the external services that affect young people, the elderly, unemployed and impoverished citizens.
- 9.14 Public services: acting as the consultee, making representations, participating in and supporting as required all matters relating to:
 - community care, social care and health services
 - policing, crime and ASB
 - education

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Further Information

- 10. The Committee shall appoint sub-committees and working groups as and when it is deemed necessary and shall set out Terms of References for those bodies.
- 11. The Committee shall undertake reviews of Terms of Reference as and when appropriate for sub-committees and working groups under its remit and should make recommendations to Full Council regarding its own Terms of Reference.

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Appendix B

Detailed Income & Expenditure by Budget Heading 31/05/2024

Month No: 2 Committee Report

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	EXPLANATION
ENVIRO	DNMENT							
201	Environment EXPENDITURE							
	NI Environment	3,541	22,249	18,708		18,708	15.9%	
	Pensions ERS Environment	9,217	61,577	52,360		52,360	15.0%	
4004	Salaries Environment	38,892	250,670	211,778		211,778	15.5%	
202	Roundabouts INCOME							
1051	Roundabout no. 1	2,805	2,805	0			100.0%	
1052	Roundabout no. 2	1,495	1,495	0			100.0%	
1053	Roundabout no. 3	2,454	2,454	0			100.0%	
1054	Roundabout no. 4	3,127	3,127	0			100.0%	
1056	Roundabout no. 6	3,332	3,332	0			100.0%	
1057	Roundabout no. 7	1,700	1,700	0			100.0%	
202	Roundabouts EXPENDITURE							
	Roundabout	553	2,205	1,652		1,652	25.1%	
203	Maintenance EXPENDITURE							
4082	Allotments	0	2,288	2,288		2,288	0.0%	
204	Devolved services expenses INCOME							
	Devolved services income	0	24,000	24,000			0.0%	Income precepted for before BTC/BC decision reached
<u>205</u>	Grounds maintenance EXPENDITURE							
	Waste disposal	0	5,610	5,610		5,610	0.0%	
	Machinery	319	2,915	2,596		2,596	10.9%	
	Fuel (Mower)	422	2,533	2,111		2,111	16.7%	
4037	Sundries	133	3,025	2,892		2,892	4.4%	
4063	Vehicle hire and running costs	306	7,060	6,754	250	6,504	7.9%	
<u>24</u> 8	Depot EXPENDITURE							
	Equipment purchase	0	5,000	5,000		5,000	0.0%	
	Alarm	548	560	12		12	97.9%	
	Rates	4,784	4,641	(143)		(143)	103.1%	Precepted before Rates charges were finalised
	Repairs & maintenance fund	220	900	680		680	24.4%	•
	Electricity	360	2,000	1,640		1,640	18.0%	
	Water	0	635	635		635	0.0%	

		Actual Year	Current	Variance	Committed	Funds	% Spent
		To Date	Annual Bud	Annual Total	Expenditure	Available	
249	C Meadow Toilets/Shopmobility INCOME						
	Shopmobility income	8	200	192			3.9%
	C Meadow Toilets/Shopmobility EXPENDITURE						
	Electricity	0	600	600		600	0.0%
	Water	0	600	600		600	0.0%
	Shopmobility	214	1,002	788	188	600	40.2%
	Contractor charge	1,911	10,450	8,539		8,539	18.3%
	Maintenance	0	6,600	6,600		6,600	0.0%
250	Lace Hill INCOME						
	Lace Hill Community Centre	9,863	41,000	31,137			24.1%
	Solar income	0	150	150			0.0%
<u>250 l</u>	_ace Hill EXPENDITURE						
	Lace Hill playing fields	0	550	550		550	0.0%
	Solar panels	0	380	380		380	0.0%
	Lace Hill gas	1,012	4,600	3,588		3,588	22.0%
4159	Lace Hill electricity	241	6,500	6,259		6,259	3.7%
4160	Lace Hill water	130	1,086	956		956	12.0%
4161	Lace Hill Repair & Maintenance	180	4,000	3,820	891	2,930	26.8%
4162	Lace Hill Planned Maintenance	57	7,920	7,863		7,863	0.7%
4164	Lace Hill equipment	1,121	3,754	2,633	17	2,616	30.3%
4225	Rates	10,354	11,048	694		694	93.7%
<u>251</u>	Chandos Park INCOME						
1030	Bowls income	0	650	650			0.0%
1035	Tennis Court Rent	0	778	778			0.0%
054	Chandas Dady EVDENDITUDE						
	Chandos Park EXPENDITURE	•	0.050	0.050	000	0.000	0.464
	Repairs & maintenance fund	0	3,950	3,950	330	3,620	8.4%
	Electricity	132	1,471	1,339		1,339	9.0%
	Water	809	2,449	1,640	4 400	1,640	33.0%
4606	Bowls Club Maintenance	0	2,120	2,120	1,480	640	69.8%
252	Bourton Park EXPENDITURE						
4601	Repairs & maintenance fund	508	10,508	10,000		10,000	4.8%

Appendix B

253 Cemeteries INCOME 1041 Burial fees 155 29,400 29,245 0.5% 253 Cemeteries EXPENDITURE	
253 Cemeteries EXPENDITURE	
4225 Rates 2,421 2,349 (72) (72) 103.1% Precepted before Rates charges were finalised	
4265 New cemetery maintenance 0 7,000 7,000 3,500 50.0%	
4601 Repairs & maintenance fund 365 5,825 5,460 570 4,890 16.0%	
4602 Electricity 0 1,000 1,000 1,000 0.0%	
4617 Memorial testing 0 4,330 4,330 2,077 2,253 48.0%	
4619 Cemeteries Development 0 106,415 106,415 36,768 69,647 34.6% This budget line includes £36,768 committed from 23-2	23-24.
4620 Expenses for burial duties 0 5,785 5,785 5,785 0.0%	
254 Chandos Park toilets EXPENDITURE	
4612 Contractor charge 1,911 10,450 8,539 8,539 18.3%	
4709 Maintenance 0 14,035 14,035 0.0%	
255 Railway Walk & Castle Hill EXPENDITURE	
4709 Maintenance 36 1,145 1,109 1,109 3.2%	
4709 Maintenance 30 1,143 1,109 1,109 3.270	
256 Storage Premises EXPENDITURE	
4066 Grenville garage rent 110 626 516 516 17.5%	
258 Cemetery Lodge INCOME	
1061 Cemetery Lodge rental income 2,200 11,781 9,581 18.7%	
258 Cemetery Lodge EXPENDITURE	
4034 PWLB repayments inc. interest 0 4,702 4,702 4,702 0.0%	
4609 Cemetery Lodge maintenance 458 3,260 2,803 750 2,053 37.0%	
260 CCTV EXPENDITURE	
4100 CCTV maintenance 490 4,000 3,510 3,510 12.3%	
261 Community Centre EXPENDITURE	
4085 Structural repairs 5,637 30,390 24,753 7,253 17,500 42.4%	
4091 Chamber 0 1,100 1,100 48 1,052 4.3%	

		Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
262	Parks General EXPENDITURE						
4101	Seats and bins	0	1,765	1,765		1,765	0.0%
4102	Dog bins	0	13,686	13,686	4,072	9,614	29.7%
4106	Play area maintenance	1,136	9,316	8,180	1,453	6,727	27.8%
4112	Environment Equipment	257	11,286	11,029	357	10,672	5.4%
4122	Tree works	0	36,105	36,105	6,605	29,500	18.3%
4168	Defibrillators	0	550	550		550	0.0%
4275	Play area replacement fund	0	10,000	10,000		10,000	0.0%
4276	Tree wardens	0	2,240	2,240		2,240	0.0%
4280	Machinery Repair / Replace	0	2,500	2,500		2,500	0.0%
4281	Vehicle Repair / Replace	0	2,500	2,500		2,500	0.0%
264	New Cemetery EXPENDITURE						
4282	New Cemetery PWLB Repayments	0	2,600	2,600		2,600	0.0%
	Grand Totals:- Income	27,139	122,872	95,733			22.1%
	Expenditure	88,780	748,416	659,636	66,608	593,028	20.8%
	Net Income over Expenditure	(61,642)	(625,544)	(563,902)			

Appendix B

Buckingham Town Council Environment Committee Monday 10th June 2024.

Contact Officer: Estates Manager

Chandos Park Bowls Club lease

1. Recommendations

1.1. Members agree to the new Lease agreement which will be signed by the Mayor, the Town Clerk and the Bowls club.

2. Background

- 2.1. The existing lease agreement was agreed in 2011 and was overdue renewal this has now been reviewed and renewed.
- 2.2. A meeting was held with Chandos Bowls club to discuss the lease and the final draft has already been agreed by the Bowls Club committee.

3. Information

- 3.1. The Key amendments to the existing lease are:
- Every year the rent shall increase by the RPI% of the previous September.
- The lease will last for 15 years.
- Rent reviews will be carried out every 5 years.
- There is now a break clause which either side can terminate the lease with 6 months' notice.
- One rink to be available for public use clause has been simplified for clarity.

THIS LEASE IS made on the eleventh day of June Two thousand and twenty-four BETWEEN BUCKINGHAM TOWN COUNCIL (hereinafter called "the Council") Anja Schaefer acting by the Mayor of Buckingham and Claire Molyneux Town Clerk of the one part and Andy Hunt, Robert Reynolds, and Stuart Garner as trustees of the Chandos Park Bowls Club, hereinafter together called "the Tenants") of the other part.

The Tenants are trustees of a members club known as Chandos Park Bowls Club

DEFINITIONS

"The Property" the Property described in the First Schedule hereto

"The Plan" the Plan annexed hereto

"The Pavilion" the building forming part of the Property and shown coloured blue on

the Plan

"The Green" the Green forming part of the Property and shown shaded green on the

plan up to and including the fencing around the Green

"The Permitted Use" the use specified in the Second Schedule hereto

"The Service Agreement" the activities required to provide lawn bowls facilities at the Property

and contained in the Agreement a copy of which is set out in the Third

Schedule hereto or any variation thereof agreed in writing by the

Council and Tenants

"The Reserved Rights"

The rights reserved by Clause 8 hereof

"Year" shall mean (unless the context required otherwise) the period of twelve

months running from the first day of April in one year to the thirty first

day of March in the immediately following year during the subsistence

of this Agreement or any period of holding-over

"The Club" the Chandos Park Bowls Club

"Club Members"

those persons registered from time to time in the records of the Club as members of the Club whether their current membership fee is paid or in arrears

WHEREBY IT IS AGREED as follows:

- The Council lets and the Tenants take ALL THAT the property described in the First Schedule hereto TOGETHER WITH the rights (if any) therein mentioned TO HOLD the same unto the Tenants from the 1st day of April two thousand and twenty-four for Fifteen years.
- 2. The rights and privileges hereby granted shall be exercised by the Tenants in common with the Council and all other persons similarly entitled PROVIDED THAT:-
- 2.1. The Council will take all reasonable care and precautions in the exercise of such privileges and rights not to interfere with the Permitted Use by the Tenants and not to cause loss or damage to the Tenants having regard to the continued use of the Property by the general public.
- 2.2. Subject to the preceding sub-clause the Council shall not be liable to the Tenants, members of the Club, members of the public or any person exercising the rights and privileges hereby granted for any loss damage or inconvenience howsoever or wheresoever caused to them or to any goods or chattels brought by them on to the Property it being the intention of the parties hereto that the Tenants, Club members and any other person at their own risk and so that the Council shall have no legal obligation whatsoever in the above respect.
 - 3. Either party can terminate the lease with not less than 6 months written notice to the other party.
 - 4. The rent for the tenancy hereby granted shall be as follows: -
 - 4.1. For the period 1st April 2024 to 31st March 2025 the sum of £752.40 inc. vat. per year, which shall be paid to the Council on request but no later than 1st September each year.
 - 4.2. After the first Year and every year thereafter, the rent shall be increased by the retail price index of the previous September.

- 4.3. A rent review will be carried out every 5 years so in 2029 a rent review will take place to decide the rent for the period 1st April 2029 to 31st March 2034 and in 2034 a rent review will be carried out for the period 1st April 2034 to 31st March 2039.
- 5. The Tenants hereby undertake and agree with the Council as follows: -
- 5.1. To pay the said rent and all component parts thereof as herein before provided free from all deductions.
- 5.2. To pay bear and discharge any and all rates, taxes assessments and levies arising out of and in connection with the Permitted Use and the privileges afforded to the Tenants by this Agreement.
- 5.3. To provide the Service as described in the Service Agreement set out in the Third Schedule hereto subject to such variation as may be agreed in writing from time to time by the Council and the Tenants.
- 5.4. To maintain the interior of the Club House its windows, doors, sinks, taps, showers, electrical switches, heating appliances, checking of the fire safety equipment, all fitted furniture and equipment in good decorative and working order and condition.
- 5.5. To arrange the collection and disposal of all refuse and rubbish (including sanitary towel disposal).
- 5.6. To take all steps and actions necessary for the security of the Property.
- 5.7. To permit the Council upon the giving of reasonable notice (except in case of emergency) at all times and from time to time to enter upon the Property: -
- 5.8. To examine the state and condition of the Property and to give notice in writing to the Tenants of any work of repair or wants of reparation and requiring the Tenants to undertake the same within any reasonable time limits stated in such notice. With or without workmen contractor's tools and equipment from time to time and at all reasonable times to enter upon the Property to carry out any works the Council deems reasonably necessary or to perform its obligations

- under the terms of the Third Schedule hereto or to undertake and execute works the Tenants have failed to do pursuant to their obligations hereunder.
- 5.9. To repay to the Council the cost of any repairs or decorations carried out by them which the Tenants shall not have executed after receiving due notice and to pay the Council's costs in the preparation of such notice.
- 5.10. To permit the Council and the tenants or occupiers of any adjoining property on reasonable notice being not less than 28 days (except in case of emergency) to enter the Property to examine repair construct or rebuild any adjoining property belonging to the Council or to cleanse empty lay repair or renew any sewers drains or gutters the persons exercising such right making good all damage thereby occasioned.
- 5.11. Not to cause a nuisance or annoyance on the Property and to abate any such nuisance on receipt of notice requiring them to do so.
- 5.12. Not to erect any structure on the Property without the previous written consent of the Council such consent not to be unreasonably withheld or delayed.
- 5.13. Not to make any alterations to the Property (other than tenants' fixtures) without the previous written consent of the Council such consent not to be unreasonably withheld or delayed.
- 5.14. Not to use the Property or any part thereof for any purpose other than for the Permitted Use.
- 5.15. Not without the previous written consent of the Council such consent not to be unreasonably withheld or delayed to display any advertisement board or sign on the Property or any part thereof.
- 5.16. Not to assign or underlet part with or share the Property or any part thereof other than an assignment of the whole with the prior written consent of the Council; such consent shall not be unreasonably withheld or delayed.
- 5.17. Not to accumulate any refuse on or about the Property.
- 5.18. Not to make any access way through the boundary fences or walls.

- 5.19. Not to discharge any oil grease or other deleterious substance into any drains or sewers serving the Property.
- 5.20. Not to permit any sale by auction to be held on the Property, without the written consent of the Council.
- 5.21. Not to permit the sale of alcohol on the Property to members of the public but alcohol may be sold to club members and visiting bowls clubs and associations upon the tenants obtaining all necessary Justices Licences and notifying the Council in writing.
- 5.22. To effect and at all times throughout the continuance of this Agreement to maintain a policy or policies of insurance (in which the Council's interest is duly noted) with a reputable insurance office or Lloyds Underwriters in either case approved in writing by the Council (such approval not to be unreasonably withheld) and to provide (whenever so required by the Council) evidence of such policy or policies together with evidence of due and proper payment of the premium for the current period of insurance against:-
- (a) Public liability and third-party risks in the sum of five million pounds or such other amount as the Council may reasonably require from time to time
- (b) All equipment stored retained or kept at the Property or in any buildings on the Property and
- (c) All other risks and obligations of the Tenants arising or likely to arise under this Agreement.
- 5.23. Not to do anything on the Property to invalidate any subsisting policy of insurance or to increase the rate of premium.
- 5.24. Comply at all times with all relevant legislation and codes of practice applicable to this tenancy or the provision of the Service Agreement attached at schedule 3, and at all times to keep the Council fully and effectually indemnified against all claims demands and liability in respect thereof.

- 5.25. To fully indemnify the Council against all cost claims actions proceedings demands and liabilities whether in respect of damage or destruction of Property or injury or death of any person which may be incurred by or brought against the Tenants by reason of or arising out of the exercise or purported exercise by the Tenants of the Permitted Use hereby granted or the breach by the Tenants of any of its obligations under this Agreement.
- 5.26. At the Tenants' own expense to comply with all obligations imposed by and do or execute or cause to be done or executed all such works acts deed matters or things as under or by virtue of any Acts or Acts of Parliament for the time being in force are or shall be properly directed or necessary to be done or executed upon or in respect of the property or any part thereof by the tenant or occupier and at all times to keep the Council indemnified against all claims demands and liability in respect thereof.
- 5.27. Upon receipt of any notice order direction or other thing from any competent authority likely to affect the Property forthwith to deliver (at the Tenants' expense) to the Council a copy of such notice direction or other thing.
- 5.28. To comply with the terms of the Service Agreement set out in the Third Schedule hereto or any variations thereof agreed in writing by the Council and Tenants.
- 5.29. On the determination of the tenancy (or within a reasonable time before its expiration, of no more than 12 months) to permit the Council to affix to the Property a notice announcing that the same is to let and at all reasonable hours to allow prospective tenants to view the Property.
- 5.30. To quietly and peaceably yield up the Property at the end of the tenancy (with all landlord's fixtures-and-fittings and equipment) in good and tenantable repair and condition in accordance with the terms hereof and with vacant possession.

- 6. THE Council hereby agrees with the Tenants: -
- 6.1. That the Tenants paying the rent and performing and observing the Tenants' Service agreements and undertakings herein contained shall peaceably enjoy the Property during the continuance of this Agreement without any interruption by the Council or any other person rightfully claiming under or in trust for it.
- 6.2. To comply with the terms of the Service Agreement set out in the Third Schedule hereto or any variation thereof agreed in writing by the Council and the Tenants.
- 6.3. To insure the clubhouse building.
- 7. There are reserved to the Council and all persons authorised by it the rights to use the Greens at the Property during the periods and at the times set out in the Service Agreement and for the avoidance of doubt it is hereby agreed that such authority shall extend to the members of the public at large.
- 8. IT IS HEREBY AGREED and declared: -
- 8.1. That the Council shall have the right without any compensation to the Tenants to deal as it may think fit with any adjoining property, save that the Council shall at all times ensure the provision of a right access to the Property.
- 8.2. That the Council may re-enter and immediately terminate the tenancy in any of the following cases: -
- (a) If the rent shall be unpaid for more than twenty-one days after becoming due whether legally demanded or not
- (b) If the Tenants shall be in demonstrable breach of any of the Tenants' obligations under this Agreement
- (c) If the Club is dissolved
- 8.3. That if at any time during the tenancy hereby granted the Pavilion or any part thereof shall be rendered unfit for use by accidental fire, flood or storm damage not attributable in whole or in part to any act or omission of the Tenants then the Council shall allow to the Tenants an

- abatement of all or part of the rent proportionate to the duration and extent of the damage done until the whole of the Property shall again be fit for use
- 8.4. If at any time hereafter any dispute doubt or question shall arise between the Council and the Tenants touching the construction meaning or effect of this Agreement or any clause or thing herein contained or their respective rights or liabilities under this Agreement or otherwise in relation to the Premises then every such dispute doubt or question shall be referred to arbitration in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.
- 8.5. In this Agreement the masculine includes the feminine the singular includes the plural and where the phrase "the Tenant" includes more than one person then such shall be deemed to refer to such persons jointly and severally and all undertakings and stipulations on the part of the Tenant shall be deemed to be jointly and severally given
- 8.6. Any consent approval or direction given or made by the Council under or pursuant to this Agreement shall be deemed to be given in that capacity alone and shall not relieve the Tenant of obtaining from the Council (as a statutory authority or body) any other statutory permission or authority in relation thereto AND the Council shall not be fettered in any way by the provisions of this Agreement in the exercise of any of its statutory powers functions or duties which shall continue to be exercised as if this Agreement had not been made or the Council were not a party hereto.

IN WITNESS whereof the Council has, and the Tenants have signed and agree to the following:

THE FIRST SCHEDULE

"The Property"

ALL THAT Property shown for the purposes of identification only edged red on the Plan (including the Pavilion and the Greens) and situated at Chandos Park in the Town and County of Buckingham TOGETHER WITH a right of way on foot only over the pathways shown coloured orange on the Plan to gain access to and egress from the Property.

SECOND SCHEDULE

"The Permitted Use"

Not to use the Property otherwise than as Bowling Club providing facilities to the general public and the club members throughout the term of this tenancy in accordance with this Agreement and Service Agreement.

	App
Signed as a DEED and Delivered by the sa	id Anja Schaefer
	Mayor of Buckingham
Signed as a DEED and Delivered by the sa	id Claire Molyneux
5	
	Town Clerk, Buckingham Town Council
Signed as a DEED and Delivered by the sa	id Robert Reynolds
	President of Chandos Park Bowls Club
Signed as a DEED and Delivered by the sa	id Andy Hunt
Signed as a DEED and Derivered by the sa	id Alidy Hulli
	Chairman of Chandos Park Bowls Club
Signed as a DEED and Delivered by the sa	id Stuart Garner
	Treasurer of Chandos Park Bowls Club
	Treasurer of Changes Fark Bowls Club
Signed in the presence of	

Appendix C

BUCKINGHAM TOWN COUNCIL

To

CHANDOS PARK BOWLS CLUB

SERVICE AGREEMENT

In respect of

The Pavilion and the Greens

At Chandos Park

Buckingham

THIRD SCHEDULE

This AGREEMENT is made the eleventh day of June Two Thousand and twenty-four BETWEEN BUCKINGHAM TOWN COUNCIL (hereinafter called "the Council") acting by Buckingham Town Council, Claire Molyneux Town Clerk of the one part and Robert Reynolds, Andy Hunt and Stuart Garner as trustees of the Chandos Park Bowls Club, (hereinafter together called "the Tenants") of the other part.

In this Agreement:

"The Property" shall mean the area at Chandos Park Buckingham edged red on the Plan

"The Plan" shall mean the Plan annexed hereto

"The Pavilion" shall mean the building coloured blue on the Plan

"The Green" shall mean the Green coloured green on the plan

9.

"Year" shall mean (unless the context requires otherwise) the period of twelve months running from the 1st day of April in one year to the 31st day of March in the immediately following year "The Club" shall mean Chandos Park Bowls Club shall mean those persons registered from time to time in the records of

is paid or in arrears

the Club as Members of the Club whether their current membership fee

9.1. In accordance with the system reasonably approved by the Council acting by its Town Clerk arrange and take all bookings and reservations in respect of proposed use of the Greens whether by Club Members or members of the general public.

The Club Trustees agree with the Council that the Club will at its own expense: -

- 9.2. No booking of the Green shall be made where the purpose of the booking for the commercial gain of the hirer or any third party.
- 9.3. At all times to keep and maintain to a standard and in a form reasonably acceptable to the Council the following records: -
- 9.4. All bookings made by or on behalf of members of the public for use of the facilities with details of the commencing time duration and finishing time of each.
- 9.5. Upon written request the Club shall supply to the Council a written list of the current names and addresses of all persons holding keys to the Property or the Greens and forthwith notify the Council in writing of any changes to that list as soon as reasonably practical thereafter.
- 9.6. Permit the Council to make inspections of the Property the Club House and the Greens as it may reasonably require, as laid out in section 5.8 of the Lease.
- 9.7. Subject to the Council giving reasonable prior notice in writing to allow the Council free use of the Property and the facilities for the purposes of such events and courses as it may wish to

- promote and to make block bookings for such purposes provided that such bookings do not interfere with the exclusive use of the Club.
- 9.8. Save as otherwise herein provided to advertise and promote the availability of the facilities at the Property at the expense of the Club.
- 9.9. Carry out safety checks at regular intervals not less than one per month on the Pavilion and Greens and all equipment used there to ensure that they are safe for use.
- 9.10. Pay all electricity and water bills arising during the period of this Agreement in respect of the Property and the Green.
- 9.11. Provide and maintain at the expense of the Club all cleaning equipment and materials as necessary and to ensure that the Pavilion and its toilets and showers are cleaned with the correct cleaning agents once in each week or more frequently if required and to dispose of all refuse and waste in an appropriate manner.
- 9.12. To maintain at the Club expense all equipment associated with grounds maintenance used by the club the title of such goods to remain with the Town Council.
- 9.13. To maintain in good working order and repair where necessary all water heating systems and electric lighting serving the property and the Green.
- 9.14. To ensure that the Greens are swept and kept free of debris and the like to ensure proper and safe play and appropriately dispose of all debris and matter so collected.
- 9.15. To ensure that the Greens are cut as and when required by the fixture list and to dispose of the grass cuttings.
- 9.16. To cut and maintain the surrounding shrubs and non-playing areas, ensuring that necessary treatments with herbicides, pesticides, and fertilisers, as agreed with the Town Council, are carried out in the spring and autumn.
- 9.17. On discovery of the presence of vermin or pests at the Property to make proper arrangements to deal with the same.

- 10. The Council agrees with the Trustees to:
- 10.1. Maintain in good working order all services up to the point in the boundary of the Property where such services enter the Property.
- 10.2. To maintain in good order the external fabric of the Pavilion and veranda but not including the path.
- 10.3. To maintain the large privet hedge on the green boundary line.
- 10.4. Provide appropriate fire safety equipment at the Pavilion and arrange yearly service of the same.
- 10.5. At such times and in such manner as the Council shall deem necessary to repair repaint and decorate those parts of the Property which are not the responsibility of the Trustees.
- 10.6. The Property shall be open to the general public and available for use from 1st May until 30th September.
- 10.7. The opening hours to the public shall be 10.00 am 9:30 pm
- 10.8. Any adjustment to such times shall be agreed in writing with the Council, who shall not unreasonably withhold such agreement.
- 10.9. The Property and the facilities shall be available to the Club for its exclusive use each day. At times of scheduled matches or competitions, all rinks will be available to the Club including 1 hour prior for practice and 1 hour after the end of any matches or competitions. Outside any times of scheduled matches or competitions, there shall always be a minimum of one rink kept open and available for use by members of the public, but such facilities must be booked with prior appointment.
- 10.10. Any amendment to the above hours being made in writing and agreed by the Council prior to implementation.

Signed as a DEED and Delivered by the said	Anja Schaefer
	Mayor of Buckingham
Signed as a DEED and Delivered by the said	Claire Molyneux
	Town Clerk of Buckingham Town Council
Signed as a DEED and Delivered by the said	Robert Reynolds
	President of Chandos Park Bowls Club
Signed as a DEED and Delivered by the said	
	Chairman of Chandos Park Bowls Club
Signed as a DEED and Delivered by the said	Stuart Garner
	Treasurer of Chandos Park Bowls Club
Signed in the presence of	



Chandos Park Bowls Club -

Environment Committee Monday 10th June 2024.

Contact Officer: Lee Phillips – Estate Manager

Service and support agreement for 2 re-deployable CCTV cameras

1. Recommendations

1.1. Members agree to proceed with the data, service and support agreement for the 2 re-deployable CCTV cameras with WCCTV at a cost of £1,260 per year for 5 years.

2. Background

- 2.1. Previously a 1-year agreement was put in place following the initial purchase and installation of the 2 re-deployable cameras. A new maintenance agreement now needs to be put in place, to obtain the best possible rate a 5 year agreement has been proposed.
- 2.2. WCCTV are the company that supplied, installed and currently maintain the 2 re-deployable cameras.
- 2.3. The Maintenance agreement includes:
 - 4G data sim card tariff for the 2 cameras 5GB per camera per year.
 - Network Management
 - Remote camera commissioning
 - Remote bespoke training and training workshops
 - Support guides
 - Remote diagnostics
 - Online and phone technical support
 - Help review, evidential reporting and secure downloading of footage if required.

3. Budget Costs

- 3.1. The proposed agreement will cost £6,304 for 5 years payable on a yearly basis of £1,260.
- 3.2. The previously budgeted funds of £1,260 will be taken from budget CCTV maintenance (260/4100).

Buckingham Town Council Environment Committee Monday 10th June 2024

Contact Officer: Estates Administrator

Happy to Chat Benches

1. Recommendation

1.1. It is recommended to install 'Happy to Chat' plaques on the proposed benches at Cornwall Meadow, Riverside Walk and Chandos Park - at a cost of £47.20 each (total £141.60) to be taken from budget 262 4101 - Seats and Bins.

2. Background

- 2.1. Following discussion at Environment Committee on the 15th April, Members agreed for the office to approach Buckinghamshire Council regarding the installation of a Happy to Chat plaque on one of the bench along Riverside Walk. Cornwalls Meadow.
- 2.2. The Riverside Walk benches have recently been refurbishment and the Buckinghamshire Council's Parks Team have confirmed they are happy to support the initiative at Heartlands (Cornwalls Meadow). Noting was a very positive and important initiative.
- 2.3. Members had previously discussed the possibility of installing an additional plaque on Town Council owned street furniture within Chandos Park. The proposed location is detailed at point 4.1.
- 2.4. The Happy to Chat signs will measure 9x3" with tamper-proof fixings to deter vandalism and ensure they do not catch on clothing.
- 2.5. Following best practice examples, the below design is proposed:



3. Budget Implications

3.1. Should Councillors agree to proceed with the initiative the plaques are priced at £47.20 each.

4. Photograph of Proposed Locations



Cornwalls Meadow, Riverside Walk.



Chandos Park

Appendix D



Buckingham Town Council Climate Emergency Action Plan

At Full Council on the 15th July 2019 Members AGREED:

"That Buckingham Town Council declares a climate emergency and commits to encourage Buckingham to become carbon neutral. This will help to raise the profile of this vital issue and secure external support and funding. It is also proposed that Buckingham Town Council also signs up to the Covenant of Mayors to track our progress and link with towns around the world who are cutting emissions. Our aim is to make the Town Council carbon neutral by 2030 and encouraging the town's population, organisation and businesses to work with us in that aim."

Local Councils that have declared a climate emergency tend to do so to provide leadership and help educate their communities about both the threat of and solutions to the climate crisis. This should then act to harness "people power" to make that change possible at all levels, especially driving higher levels of government to act and ultimately force them to pull the economic and legislative levers needed to reverse global warming and restore a safe climate.

This action plan sets locally determined actions with measures to deliver the objectives both within the Council and across the town. The actions are measurable with targets that hold the Council to account. This Climate Emergency Action Plan is an over-arching pledge that identifies the following priority areas of change:

Objectives

- a) Energy to reduce energy demand, improve energy efficiency and convert to renewable, low or zero carbon technologies for energy and heat.
- b) Transport to promote walking, cycling and public transport. Accelerating the move to Council owned electric vehicles.
- c) Food & Land to promote sustainable land management, including tree planting to help absorb carbon & water.
- d) Economy, Housing & Waste to support the local economy to ensure existing and new homes are climate resilient whilst reducing, re using and recycling materials and ongoing resources e.g. water
- e) Community Engagement to engage local people in accelerating their own responses and building resilience to ongoing climate impacts.



Buckingham Town Council's Climate Emergency Action Plan

Community Engagement - to engage local people in accelerating their own responses and building resilience to ongoing climate impacts. Action Responsibility **Update** Measure of TC&E **Encourage practical action** Number Monthly social media content planning sessions allow for a Environment regular programme of environmental campaigns and by local people through visitors per proactive communication Committee initiatives to vear campaigns. webpage The office has engaged with local schools to discuss our Action Plan and how they can get involved in community climate action. As a way of generating further engagement, competitions and awards for innovative approaches to tackle the climate emergency are promoted by the council. A Community Climate café hosted it's first meeting on 22nd **Encourage the formation of** Climate One formed **Local Climate Action** April 2023 @ 10am in Buckingham Library and also attended Champions Groups. Celebrate Buckingham to consult on the public's climate prioritises. It is suggested that the Town Council host an information stall Host a public meeting on Climate One per year on climate change at every public event in Buckingham, as Champions the issue.

deemed appropriate. Feedback from each event is to be reviewed in line with the objectives of the Climate Emergency

Action Plan's objectives.



Energy - reduce energy demand, improve energy efficiency and convert to renewable, low or zero carbon technologies for energy and heat

	Action	Measure	Responsibility	Updates
10.	Investigate the environmental impact of Town Council events		Town Centre & Event Committee	Introduced an Environmental Impact Assessment for Town Council led events with over 400 participants/attendees, as part of the existing Events Management Plan. A summary of which, is reviewed by TC&E Committee.

Economy, Housing & Waste – to support the local economy to ensure existing and new homes are climate resilient whilst reducing, re using and recycling materials and ongoing resources e.g. water

	Action	Measure	Responsibility	Update
13.	, ,		TC&E	Recycling bins are now being provided at all Town Council
	at all Town Council Events	, ,	/Environment	events. Noting the success of recycling Biffa bins at Music in
	and within Town Council	per event		the Market & Bandjam.
	owned buildings.			Recycling in all BTC offices (including Lace Hill Centre's public
				areas) now implemented.
14.	Work with and support litter	One Town	TC&E	Community Litter Picking kits are housed at the Town
	picking initiatives around	Council event	Committee	Council's depot and Buckingham Library for community use.
	town including the	per year in		The equipment is in regular use by community groups,
	increased promotion of	addition to the		including weekly litter picks by pupils at Furze Down School.
	annual River rinse events.	two annual		
		river rinses.		
	ailluai River fillse events.			



	Transport – to promote walking, cycling and public transport. Accelerating the move to Council owned electric vehicles.								
	Action	Measure	Responsibility	Updates					
22.	Consider holding an event that promotes cycling around the town			Cycling and walking trails are promoted through the Tourist Information Centre and will be publicised at the Spring Green Fair. The Spring Green Fair 2023 featured a stand from Dr Bike, offering cycle repairs and second hand bike sales.					
	Food & Land - to promote sustainable land management, including tree planting to help absorb carbon & water.								
	Food & Land - to promote s		management, in	cluding tree planting to help absorb carbon & water.					
	Food & Land - to promote se		management, in	cluding tree planting to help absorb carbon & water. Updates					

Date	How was Comments Were Made	Problem	Location	Who is responsible for area	Action Required
18/03/2024	Facebook/e mail	I would like to say a big thank you to Buckingham Town Council I visited the Brackley road cemetery today and was very impressed with the grass cut and clean and tidy I said to the wife what a lovely place to be buried but I am afraid it is full What a shame Keep up the good work Thank you again	Brackley road cemetrey	ВТС	Administrator sent a thank you email and passed on the kind words to the greenspaces team. Also clarified position on the burial spaces not being 'full'.
27/03/2024	phone	Widscreen chipped whilst passing ride on mower on A421	A421 - on bypass	втс	Claim put into Zurich - ref no. 27245231182
21/05/2024	Online	May I point out that as Buckingham Town Council, that you are responsible for the welfare and safety of the town residents, That you have subcontracted one of your responsibilities to a third party does NOT absolve the town council of its responsibilities. I would also add that the footpath past on the Stratford Road immediately after passing Sandmartin Close, going out of town is totally obstructed by the hedge. I trust that you will now confirm that the town council will act in the interest and safety of the residents.	Overgrown hedges	Bucks	Signposted to FixMystreet and Buckinghamshire Council's complaints proceedure.
20/05/2024	in person to SH	Resident drove into MUGA fence at Lace Hill	Lace Hill	втс	contact Zurich and person - Repair to fence Req.
30/05/2024	Online	I think there is a problem with 'grey water' in the largest of the railway walk ponds - I've attached a panorama photo I took on 5th Feb. when the water was undisturbed and the spread of the affected water can be seen clearly. I've noticed it ever since I have been walking the path regularly since late summer. There's also a distinctive sewage smell accompanying this water which itself seems to be coming from the bottom of the pond and not mixing (the concrete outflow also shows a distinctive grey algae growth). It beggars belief that this can be allowed to continue in the centre of what is a fantastic public amenity.	Railway Walk	втс	Email to explain Our local conservation group regularly undertaken freshwater invertebrate studies, with reports of frog and toad spawn and sightings of newts, small fish and other forms of wildlife. Storm drains are the responsibility of the local water company, but storm drains are not categorically the cause of the overflow. It is more likely to be storm water overflow from surface water run off leaching into the water course.
02/06/2024	Online	I walked along the railway path, Bourton park and the Buckingham canal on this sunny day and just wanted to compliment how well kept and beautiful these parts of Buckingham are with a focus of natural meadows, very clean with absolutely no litter, no dog mess, plenty of places to sit and enjoy the park areas and pathways clear and well signposted. I discovered new bits of the town I never have been to before! My only suggestions would be to have some floral displays in Bourton park, also possibly some kind of small cafe/kiosk with toilet facilities but understandably this is available in Cornwall meadows/town.	Bourton Park and Railway Walk	втс	Passed to Greensapces Team to note.

Minute No.	Action	Action Required	Action Owner	Update	Deadline
92/15; 904/15;640/16 ; 309.4/17- 463; 206/18; 126/19	Sports Pitch Provision	Historical correspondence and agreements to be reviewed by the Town Clerk.	Town Clerk	To be reviewed following the new SPD introduction/ with BNDP at this time	With BNDP
884/18	Compliments and Complaints Log	Members AGREED the report be brought back to Environment Committee in six months time in the same format.			On agenda
319/20	Lace Hill Doors	AGREED for a report regarding an additional external fire exit door is brought back to the next committee meeting.	Estates Manager	This project will need to be restarted. The boading will need to be completed first.	Paused
771/20 & 1088/20	Greenspaces	Members AGREED for the Town Council to take on the green spaces and play areas, provided that Barratts agree a suitable initial payment, and that the development of the green spaces are completed satisfactorily, in line with the agreed plans.		Offer received and legal team have been intstructed to start transfer process	Legal documents received - due dilligence being completed.
632/22	Rent review Chandos Bowls Club and Tennis Club	unanimously AGREED .	Estates Manager		Tennis club completed. Bowls club on agenda.
70/23 193/23	Bourton Park bridges.	Members agreed to add the bridges to the action list. Cllr. Stuchbury Proposed an explanatory press release regarding the current status of the bridges. Cllr. Harvey	Estates Manager Deputy Town Clerk	ROW application has been submitted. Quote gathering underway.	Ongoing
192/23	Solar panels - Buckingham Community Centre	Seconded. Member unanimously AGREED. A request will be made to the Town Clerk for an update on Community Centre solar panels.	Town Clerk	Alarm fitted. Roof is leeking. Roofer being instructed.	Alarm installation completed. Roofer being instructed to establish source of leaks.

Minute No.	Action	Action Required	Action Owner	Update	Deadline
432/23	Pollution	Motion Cllr. Harvey AGREED: This committee therefore resolves to ask the Shire council to reveal all the information it has about vehicular pollution in our town (in the light of the new figures) and ask: - what action is being taken to measure road sourced pollution in Buckingham - especially areas near the main roads (A421, A413 and A422) although we understand that there is currently some monitoring taking place what their specific plans are to reduce air pollution in our town and - what local action is being taken to mitigate the impact on road sourced pollution on the health of our local population.	Town Clerk	Letter sent, awaits reply.	Ongoing
439/23	Shrub bed at Community Centre	Members requested that this is added to the action list.	Environment Committee		No current actions
619/23	Motion: No idle zones	Cllr. Gateley offered to draft a letter to be sent to schools. The Compliance and Projects Manager suggested that the letter is agreed by the office who will approach schools initially to seek engagement.	Town Clerk when draft received.	On going	On going
621/23	Clir. Stuchbury	Motion carried: That Buckingham Town Council write to Villiers and request that we take ownership of the two benches previously located outside the Old Town Hall. The benches should be placed somewhere appropriate in our town centre for residents to enjoy.	Town Clerk	Paused as Villiers are currently speaking to Members directly.	On going
623/23	Value of trees	Cllr. Stuchbury Proposed that the Estates Manager looks at the system of adding a value to trees.	Estates Manager		On going
Public session		The Town Clerk will make contact to discuss this further and a report can be brought to a future Environment Committee meeting.			On agenda
751/23	Happy to talk bench	The Town Clerk confirmed that we will speak to Buckinghamshire Council and look at an additional bench and plaque. A report will be brought to a future meeting.	Estates Manager		On agenda