

Woodcote Village Green Committee Playground Inspection Checklist and Report Form

Appendix A
Appendix A

When carrying out an inspection of the play equipment on the Reading Road Site and the Folly Field Site please wear your hi viz waistcoat and carry your identity card in case you are challenged.

Use pages 2 – 4 of this document as a checklist. For any check items that are not satisfactory (the answer to the question is “no”) make an entry on this page — the Inspection Report. On completion of the inspection type your comments into the Inspection Report then cut and paste page 1 only into an email and send to Richard.tatum@btinternet.com. On receipt of your email your comments will be added to the Play Equipment Defects Log which is used by the Village Green Committee to schedule work on the play equipment. Please include any items that you resolve during the inspection e.g. clearing debris on untwisting swing chains. This way we will be able to record all the work done by the VG Committee and Inspectors.

Inspection Report

Date of Inspection: **12th June 2024** Time: **7.30 AM**..... Inspector: **Ron Hows**.....

General Observations/ Weather Conditions: **Sunny and cool**

Please give further details here or on separate sheet where any check is unsatisfactory (even if you have reported it earlier).

Check No **1.1** Comment: **Opening up of the Wet pour edges**





Check No **5.2** Comment: [Gouging out of the earth at the swing supports now been exposed \(the loose items are just sticks\)](#)



Check No **8.2** Comment: *New Wet Pour surface below the Play Frame.*



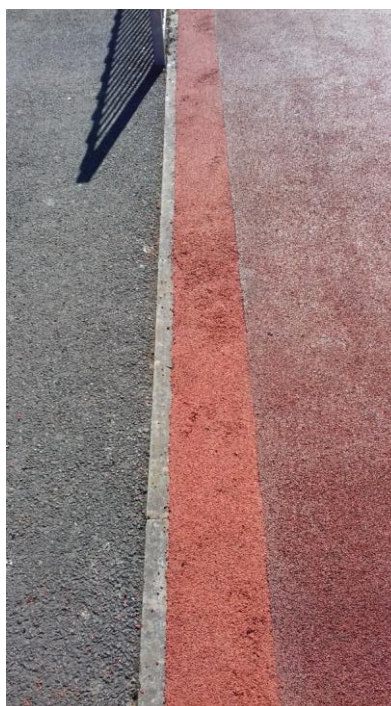
Check No **10.2** Comment: *New Wet Pour around the Overhead Spinner.*



Check No **13.2** Comment: Table bent in the centre



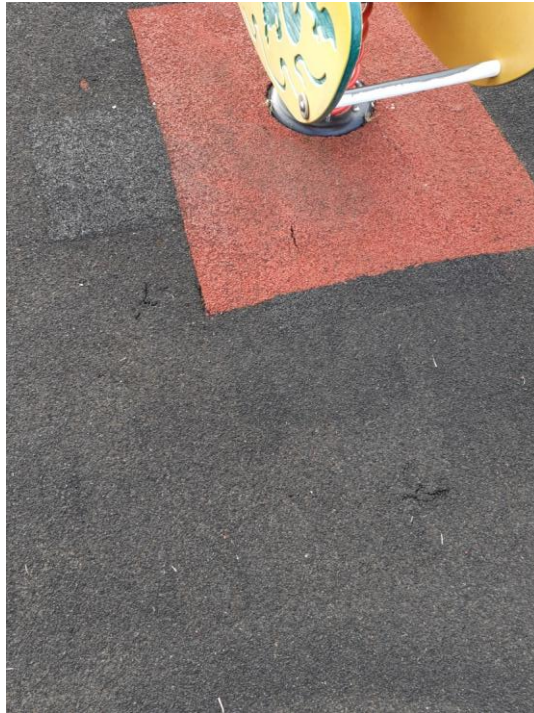
Check No **14.1** Comment: Repair of the Wet Pour edges around the Zip wire.....



Check No **14.2** Comment: Some damage to the Wet Pour surface below the zip wire seat, and ramp



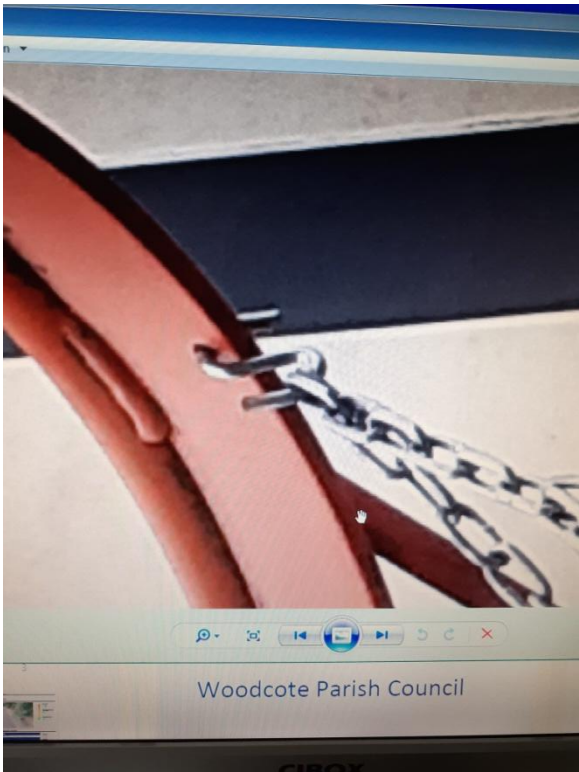
Check No **15.2** Comment: Wet Pour cracking around the base of the Ark springer



Check No **21.2** Comment: New area of Wet Pour on small child swings.



Check No **28.2** Comment: Net hooks on the Multi sport frame now have been closed



Check No **32.1** Comment: Folly field table and one bench have been removed



Check No **34.1** Comment: Graffiti on the underside of the Table Tennis Table



Check No **34.2..** Comment: Black spray paint all over the table



Check No **36.1** Comment: New swing



Check No **24.2** Comment: **New bin**



Check No Comment:

Check No Comment:

Other Notes or Comments:

Please email this page of the form to kengroom@btinternet.com

Equipment	Check No.	Comments and Observations
Site	1.1	Clear of debris (including all areas inside fence and areas immediately around fence)? Sum of the Wet pour is where two colors join and around the edges seemed to have opened up; this may have been due to high temperatures during the last two summers. No change The black surfaces have been power washed and the green surface removed..Ok
Fence and Signs	2.1	Fence intact and clear of obstructions? The post between fence panels 4 and 5 also between 9 and 10 on the right hand side of the entrance from the park is loose in the ground, it is not excessive so will monitor. No change
	2.2	Signs intact and legible? Ok
Gates (3)	3.1	Gates are intact? Ok
	3.2	Gates open and close properly (within a 3-8 seconds closing time)? ok One of the gate posts on Gate 2 has been hit by a vehicle in the past and is bent back slightly. The gate chain and lock were missing a new lock and chain has been fitted, R Hows has the keys. No change.
	3.3	When closed, is there contact between bumper and gate? ok.
Paths	4.1	Paths in good condition and free of weeds? ok
	4.2	Paths free of trip hazards? ok
2x2 Swing	5.1	Area around swings clear of debris? ok
	5.2	Safety surface intact, free from trip hazard? The surface directly below the swings (about half of the surface) has been replaced. The join between the new surface and the old surface is showing signs of cracking on the joint. Some soil removal under the post is now being eroded allowing the exposure of the concrete edge foundation to be exposed (see photo 5.2 above).No change
	5.3	Frames intact and free from corrosion? ok
	5.4	Chain intact, in good condition with less than 40% wear and free from twists? ok
	5.5	Free Movement without undue noise in the 8 x black bearings at the top of the frame? Greasing of the bearings to be carried out as per the last Rospa 23 report. Work to be undertaken by Ron Hows still ongoing.
	5.6	Seats fixed securely and free from cuts and abrasions? ok
Bin 1	6.1	Area around bin clear of debris? ok
	6.2	Bin intact, secure and standing, not full or overflowing? ok
	6.3	Bin liner in place and secure? ok
Bench	7.1	Area around bench clear of debris? ok
	7.2	Bench intact and free from corrosion? ok
Play frame	8.1	Area around frame clear of debris? ok
	8.2	Safety surface intact, free from trip hazards? The Wet pour below the play frame has been replaced with all new light green covering. (see 8.2 photo above) No further problems.
	8.3	Slide, platforms and steps clear and free from trip hazards? ok
	8.4	Scramble net intact, free from cuts and loose ends? Slight wear on some of the treed tops but no broken wires within the rope so will monitor. No further problems found. No change.

	8.5	Climbing wall intact, secure with all holds tight? ok
	8.6	Ramp intact and secure. Rope intact, secure and free from cuts? ok.
Balance beams (x2) and steps(x4)	9.1	Area around equipment clear of debris and obstructions? ok
	9.2	Safety surface intact and free from obstruction? <i>Some of the Wet pour seems to be pulling away from the edges. There has been no change from May report.</i>
	9.3	Beams and steps secure? ok
	9.4	Black plastic topping intact? ok
	9.5	Steps intact? <i>Tallest step is slightly loose ok but will monitor. No change from May report.</i>
Overhead spinner	10.1	Area around spinner clear of debris? ok
	10.2	Safety surface intact, free from trip hazards? ok <i>The Wet pour has been replaced with new yellow surface ok. (see 10.2 photo above) No further problems found.</i>
	10.3	Spinner intact, rotates smoothly without undue noise? ok
	10.4	Bearing free from play? ok
Bench	11.1	Area around bench clear of debris? ok
	11.2	Bench intact and free from corrosion? ok
Bin 2	12.1	Area around bin clear of debris? ok
	12.2	Bin intact and standing and not full or overflowing? ok
	12.3	Bin liner in place and locked? ok
Picnic benches (x2)	13.1	Area around benches clear of debris? ok
	13.2	Tables and benches intact and free from corrosion? <i>One of the benches seems to have been jumped on bending the table it is only a slight bend but will monitor (see photo 13.2 above) 1x No change for the May report.</i>
Zip wire	14.1	Area around zip wire clear of debris? ok
	14.2	Safety surfacing intact and clear of debris? <i>The small area in the centre of the wet pour where the zip wire seat comes to rest has a slight increase in damage to the surface. (See photo 14.2) will monitor .There has been a slight increase in the damage from the May report. The joint of the Wetpour and ramp of the zip wire is beginning to lift causing a possible trip hazard will monitor. (see photo 14.2).No change from the April report.</i>
	14.3	Frames (x2) intact and free from corrosion? ok
	14.4	Wire intact? ok
	14.5	Spring bumpers (x2) intact and secure? ok
	14.6	Spring brake on seat functioning? ok
	14.7	Seat and shroud intact, secure and free from cuts and abrasions? <i>The base of the seat and support rope coating has become cracked which I was informed by a small boy pinches your leg when using the seat, this will need a repair or replacement. The seat has now been replaced.</i>
Ark Springer	15.1	Areas around Springer clear of debris? ok
	15.2	Safety surfacing intact, clear of debris? <i>Some of the Wet pour seems to be cracking in both the red and black surface (See 15.2 photo above). No change from May report.</i>
	15.3	Springer intact and springing without looseness? ok
Inclined bowl spinners	16.1	Area around spinner clear of debris? ok
	16.2	Safety surface intact, free from trip hazards? ok

	16.3	Spinner intact, free from corrosion and clear of debris? ok.
	16.4	Bearing free from play and turning freely without undue noise? ok
Roundabout	17.1	Area around roundabout clear of debris? ok
	17.2	Safety surface intact and free from trip hazards? The last Rospa report identified a clearance issue with the underside of the roundabout and the Wet Pour, which is approximately 50mm at its closest, will keep this under review. No change from May report
	17.3	Roundabout intact and clear of debris, frames solid? ok
	17.4	Bearing free from play and turning freely without undue noise? ok

Equipment	Check No	Comments and Observations
Lion seesaw	18.1	Area around seesaw clear of debris? ok
	18.2	Safety surface intact and free from tripping hazards? ok
	18.3	Seesaw intact, free from corrosion and springing without looseness in pivot, pivot secure. ok
Bench	19.1	Area around bench clear of debris? ok
	19.2	Bench intact and free from corrosion? ok
Smaller children's play-frame	20.1	Area around play-frame clear of debris? ok
	20.2	Safety surface intact and free from tripping hazards? Some of the Wet pour seems to be pulling away from the edges. There has been no change from the May report.
	20.3	Slide, platforms and steps free from obstructions, intact and free from corrosion? To help meet the Covid 19 requirements the Pan Pipes have been removed and are stored at R Hows premises for refitting when required. No change from the January report. The latest Rospa 23 report suggested that they be replaced this needs to be agreed with the PC so as not to contravene any Covid restrictions still in place.
	20.4	Scramble net intact, free from cuts and abrasions? ok
	20.5	Tunnel intact? ok
Smaller children's swings	21.1	Area clear of debris? ok
	21.2	Safety surface intact and free from trip hazards? A large area in the centre of the swing Wet pour has been replaced removing the trip hazard previously reported. (see 21.2 photo above) No change from the May report. Greasing of the bearings to be carried out as per the last Rospa 23 report.
	21.3	Frames intact and free from corrosion? ok
	21.4	Chain intact, in good condition with less than 40% wear and free from twists? ok
	21.5	Free Movement without undue noise in the 8 x black bearings at the top of the frame? ok
	21.6	Seats fixed securely and free from cuts and abrasions? ok
Bin 3	22.1	Area around bin clear of debris? ok
	22.2	Bin intact, secure and standing, not full or overflowing? ok
	22.3	Bin liner in place and locked? ok

YOUTH SHELTER

Youth Shelter	23.1	Area around shelter clear of debris? Area in the front of the shelter has now been laid with some concrete slabs and reseeded and is growing back well ok. Grass around the slabs growing back well. There has been a previous report of damage to the bins which I understand is under review but the bins are still in use. Some graffiti in the form of tags has been added (the same tags which have appeared on the table tennis table on Folly Field (same culprit?) The graffiti having been removed some further additional marking have now been added to the rear of the shelter. Some further graffiti has been added to the rear of the shelter since the March report. No further additions.
	23.2	Shelter secure, intact and free from corrosion, with bolts visually tight? ok
Bin	24.1	Area around bin clear of debris? ok
	24.2	Bin intact, secure and standing, not full or overflowing? A new bin has been installed adjacent to the shelter. (See photo 24.2 above).ok
	24.3	Bin liner in place and locked? ok

Equipment	Check No	Comments a Comments and Observations
Site	25.1	Clear of debris? ok New gate and posts have been installed. ok
Swing Bar	26.1	Area around bar clear of debris? ok
	26.2	Bar Secure and free from corrosion? ok
	26.3	No raised burrs? ok
4x stepping stones	27.1	Area around stones clear of debris? ok
	27.2	Steps secure? Ok One of the steps has some slight damage on the top this was identified in the latest Rospa 22 report no action was required but monitoring no change from May report.
	27.3	No raised burrs? ok
Multi sport play frame First unit	28.1	Area around frame clear of debris? ok
	28.2	Frame intact, secure and free from corrosion? 2022 Rospa report mentions the net requires repair, this is a new chain net however the S hooks holding the net to the top ring have not been closed so the net chain can jump off the S hook when in use which is what has happened. Attention is required to close the hooks (see 28.2 photo above) The netting has now been repaired. Some areas on the frame and sign have been spray painted with black paint but does not affect its use. The sign has yet to be replaced with a new up to date one. The sign has been replaced with a new one. The new net has some of the links worked loose so will now need refitting. Two of the net backboard needs replacing as they are missing. Still outstanding
	28.3	Tarmac area intact and free from tripping hazards (especially at edges)? ok
Multi sport play frame New unit	28.4	Area around frame clear of debris? ok
	28.5	Frame intact, secure and free from corrosion? ok
5 aside hard standing	28.6	The concrete edging slabs in place and no trip hazard. The BMX jumps have been removed from the site.
	28.7	All markings clear and undamaged. ok
	28.8	Earth viewing mound free form damage. ok
Spinner	29.1	Area around spinner clear of debris? Ok
	29.2	Spinner secure, and free from corrosion with bearing turning freely without play and undue noise? ok . Some of the frame has been spray painted with black paint but does not affect its use
	29.3	Black cover intact and secure? ok
	29.4	No raised burrs? ok
Tightrope	30.1	Area around rope clear of debris? ok
	30.2	Posts secure and free from corrosion? ok
	30.3	Ropes free from cuts and abrasions? ok
	30.4	Shackle pins x 2 in place and closed? ok

	30.5	No raised burrs? ok	Appendix A
Balance Beams	31.1	Area around bar clear of debris? ok	
	31.2	Ropes free from cuts and abrasions? ok	
	31.3	Shackle pins x 8 in place and closed? ok	
	31.4	No raised burrs? ok	
Picnic Table & Benches	32.1	Area clear of debris? The picnic table and one of the benches have been removed. (see 32,1 photo above)	
Benches (x1)	32.2	Bench Intact and free from corrosion? ok	
Picnic Table	33.1	Table has been removed.	
Table tennis table	34.1	Area of tarmac around table clear of debris? Some graffiti in the form of tags has been added on the underside of the table stand (see photo 34.1). No additional graffiti has been added.	
	34.2	Table top free from damage and paint finish in good condition? Some of the table has been spray painted with black paint although unsightly does not affect its use (see photo 34.2 above)	
	34.3	Net free from damage and paint in good condition? ok	
	34.4	Table edges free from damage? ok	
	34.5	Area around the table hard standing free from trip hazard? ok	
Target wall	35.1	Area around the wall free from trip hazard. ok	
	35.2	Wall free from damage. ok	
New Childs swing	36.1	Area around swings clear of debris? ok	
	36.2	Frames intact free from corrosion and rot? ok	
	36.3	Chain intact, in good condition with less than 40% wear and free from twists? ok	
	36.1	Seat fixed securely and free from cuts and abrasions? ok	

Title	Proposed Works for the Village Green
Author	Village Green Group
Meeting	Woodcote Parish Council Meeting – 17 th July 2024

6.2. Consider a list of proposed works for the Village Green, agree budget, priority lists and items to action.

All the entrances become very muddy during wet weather, previously a temporary solution has been made to use chippings, but experience has proved that these do not last long. A more permanent solution needs to be found. There are now available coloured resin based rubber chippings products, that could be installed by the WVGC. To cover all the three entrances the material cost is estimated at **£2,000**.

Graffiti removal especially on youth shelter and table tennis table. The Parish Council may be organising the table tennis table cleaning. Once cleaned the surfaces can be coated with a silicone based paint which would make cellulose spraying ineffective. Estimated cost £2,000. **{Main agenda item}**

Weed, Feed, worming annual cost estimated **£800**

Replacement of bins around greens with lidded bins to stop birds re distributing litter, purchase and installation of each bin estimated **£1,000**. Bin replacement could be completed gradually.

The timber fence to the car park is unsightly and in poor condition. This needs to be replaced with similar metal fence to that around the PLAY area, estimated cost have been supplied in the past.

Some of the older seats need wooden planks replacing Estimated Cost **£500**.

The basket-ball net need to be installed to one of the hoops on the Folly. Estimated cost **£80**.

If the Parish Council is agreeable in principle, we can obtain more accurate estimates."

The Car Park fencing issue may be outside our remit and be a PC matter.

LICENCE TO OVERSEE & MAINTAIN – WOODCOTE VILLAGE GREENS

Licence

1.1 The Parish Council will permit the Woodcote Village Green Committee (WVGC) to oversee and maintain the Woodcote Village Greens (including the PLAY areas) with all necessary non-exclusive rights of access to and egress from the land from/to the public highway, footpaths and grassed areas.

1.2 The WVGC will oversee the land as mere licensee only and acknowledge that possession of the land is retained by the Parish Council subject to the rights created by the licence.

1.3 The Parties agree that the licence is not a lease and does not confer any tenancy rights on the WVGC.

1.4 The Parish Council undertakes to commission full annual inspection of the PLAY areas by an accredited inspection body, such as RoSPA.

1.5 The WVGC will oversee and complete monthly inspection of the PLAY areas, The WVGC will issue a complete report with recommendations to the Parish Council. The WVGC will carry out any minor maintenance work as necessary and inform the Parish Council.

1.6 The Parish Council undertakes to enter a contract, to be reviewed annually, for the cutting of the grass to a standard suitable to the usages of the Green e.g. Football and Cricket. The WVGC to be involved in discussions prior to the contract being placed and to keep a regular check on the quality of the work. Regular reports to be given to the Parish Council.

1.7 The Parish Council undertakes to enter a contract, to be reviewed annually, for the cutting of the hedges to a standard suitable to the usages of the Green. The WVGC to be involved in discussions prior to the contract being placed and to keep a regular check on the quality of the work. Regular reports to be given to the Parish Council.

Duration

2.1 The licence will commence on the[date] and will continue for one year. Annual renewal will be subject to:

2.1.2 The Parish Council receiving annually in each[Month] the WVGC's plans for the year ahead for the Greens.

2.1.3 The licence may be terminated at any time with a 3 months notice by either the WVGC or the Parish Council.

Payments

3.1 The WVGC will pay the licence fee, the license fee is zero, subject to providing in each[Month] the WVGC plans for the year ahead for the Greens.

3.2 The Parish Council will pay for the duration of the licence all applicable rates, taxes, duties, levies, charges, assessments, impositions, all insurances and outgoings whatsoever imposed on or payable in respect of such land wear and tear maintenance, lighting, security, compliance with statute, provision of electricity, water and other utilities and general management.

3.3 The WVGC will provide the Parish Council with an annual estimate of annual costs of development plans following the Parish Council's grant procedure. As agreed items are accomplished the Parish Council will complete payments directly.

3.4 The WVGC may make modifications, in addition to those detailed in the yearly plan, with the agreement of the Parish Council. Such agreement should not be unreasonably withheld.

3.5 For any unplanned necessary items outside the annual grant, quotes must be provided for Parish Council's agreement before implementation.

Use

4.1 The WGVC may permit other organisations reasonable use of the land. The Parish Council to be consulted in all cases.

4.2 The Parish Council may permit other organisations reasonable use of the land. The WVGC to be consulted in all cases.

Any necessary payments for use to be obtained by the Parish Council.

Indemnity and insurance

5.1 The Parish Council will indemnify and keep indemnified liability insurance for all members of the WVGC, and any other volunteers.

5.2 The Parish Council will indemnify and keep indemnified all other insurances.

6. Signed

Signed On _____

On behalf of the Licensee Woodcote Village Green Committee

Name _____

Signature _____

Position _____

Signed On _____

On behalf of the Licensor Woodcote Parish Council

Name _____

Signature _____

Position _____

Title	Clerk's Report
Author	Clerk to the Council
Meeting	Woodcote Parish Council Meeting – 17 th July 2024

7.1. To approve whether to retain www.woodcoteparishcouncil.org.uk, if kept, approve what items to retain on that website.

WoodcoteParish.gov.uk has been ordered and the website is currently under construction. What we need to decide, is whether to retain WoodcoteParishCouncil.org.uk and if so, what data to remain on that website, or list of items to move to the new website, and what information to no longer display.

7.2. To receive update on the Speeding / Antisocial Parking Meeting, agree further actions.

Thames Valley Police and a local community speed watch group have been asked if they can support a meeting in September, after the summer holidays to hopefully get as many people in attendance as possible. Once a date has been set, it will be advertised on noticeboards, Facebook etc.

We have also had further correspondence from members of public about anti-social (pavement parking). The Clerk has great sympathy for those affected, having had need to push pushchairs around villages with inconsiderate parking myself. The residents have been informed of the best way to report these issues to relevant authorities who have the power to take action. I am sure the Council will agree that anti-social parking is an issue, but there are no powers the Parish Council can use to prevent it from happening.

All residents are encouraged to report to the relevant authorities using the normal channels and recommend the following steps:

1. If possible speak directly with those who are parking there and ask that they do not park over the pavement
2. Submit a FixMyStreet request
3. submit a request directly to TVP about antisocial parking:
<https://www.thamesvalley.police.uk/ro/report/asb/asb-v3/report-antisocial-behaviour/>

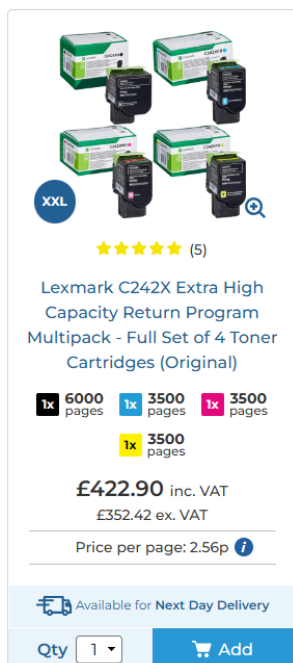
In all instances, if anti-social parking is blocking access for emergency vehicles, 101 should be called.

7.3. To consider a report on parish office printing, consider options and approve budget and ongoing approach.

The Parish Council currently owns a Lexmark MC2425 MFP (Multi-Function printer), with print, copy, scan with automatic document feeder (ADF). The Printer was purchased in 2019 for a cost of £181.00. The printer is in current immediate need of both Magenta and Cyan toner.

Whilst non-OEM (original equipment manufacturer) ink can be used and reduce the cost of the toner. It is not recommended to use these, as they tend to be lower quality, reduce the print quality and are more likely to result in damaging the printer itself.

The cheapest per page replacement cartridges are:



Whilst for this cost the Council could get another 2 years printing for this cost.

This article from [The Standard](#), explains why Epson will no longer be selling Laser printers from 2026, over environmental concerns, including

- switching from laser to inkjet printers could halve printing-based global energy emissions.
- Inkjets are comparably smaller in size and use less components ...
- ... inkjet printers consume up to 85 per cent less energy than a similar-speed laser printer and require 59 per cent less replacement parts.

My other parish chose, also on the recommendation of one of their councillors, an Epson, EcoTank printer. Where bottles of ink are purchased and poured into the printer. Admittedly that parish does less printing than I have experienced at Woodcote, but the ink reserves are still at over 50% in the printer, with ink remaining in the original bottles supplied after a year in use.

The council could consider one of the following options, rather than replacement toner for the Lexmark laser printer.

Epson EcoTank ET-15000, £414.59 (£497.50 inc VAT), offers A3 printing which is good at budgeting time, with printer, A4 copier, scanner & ADF.

Epson EcoTank ET-4850, £347.73 (£417.27 inc VAT), with A4 printer, copier, scanner & ADF, also includes 2nd set of ink bottles.

Please can the Council decide whether to by toner for the current printer, or purchase an alternate printer, more energy efficient printer, with ink, for less cost. Not to be forgotten, this will also require disposal or donating the current printer, so there will be environmental cost associated with either option.

7.4. To receive an update on Bus Stops, including request from member of public to relocate a bus stop on Bridle Path, away from their driveway.

Update from OCC:

I am sorry that I have left you in the dark, but there has been a lot going on behind the scenes and I can give you an update for your meeting.

Taking the Bridle Path stop first, I have had further discussions with the Planning Obligations Team and they have agreed to be more flexible, which will allow me to put that S106 money towards improvements at the West Chiltern stop instead.

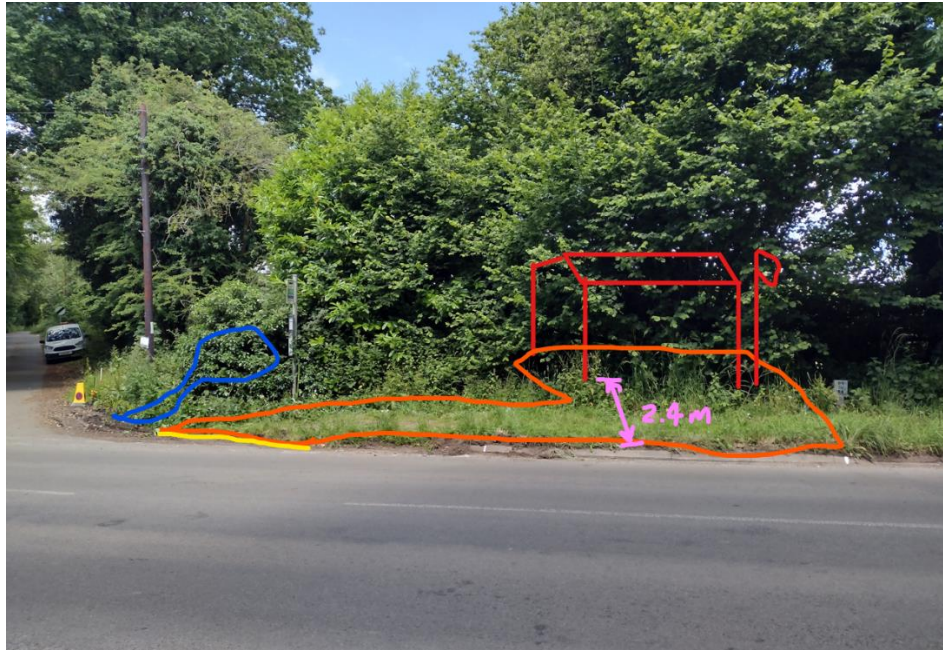
I asked my Highways colleague to review my Tidmore Lane proposal and also visit West Chiltern, as I always do when shelters are involved, so that he could check whether there would be any visibility issues. I have attached his notes and sketches following his visit.

You will see that he would prefer the Tidmore Lane shelters to be set further back from the road and has also incorporated a solution to the flooding problem, which formed part of the original complaint from the resident. I have now involved colleagues in the Drainage team and I hope we can put together a joined up solution for Tidmore Lane.

While this is all good, because it allows more shelter choices and will keep waiting passengers dry, it will increase the cost of the overall project and as you know I have already exceeded the available S106 funds and needed to beg for additional funds.

I will give you further news when I know more about costs, but please let me know if have any questions before your meeting

Tidmore Lane NE Bound:



Suggest full 1.6m Newstead bus stop set back 2.4m from kerb edge to provide adequate visibility for Tidmore Lane junction.

Consider half glazed in left hand end for passenger visibility for users to approaching bus

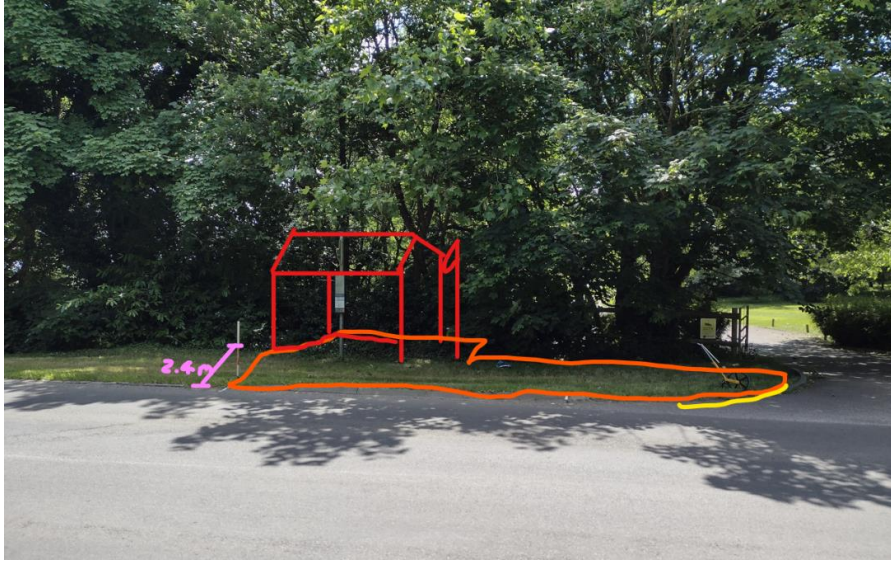
Surfacing area shown in orange with dropped kerb shown in yellow.

Scrape and remove mud buildup at Tidmore lane corner and (re) form a road grip and catch pit as shown in blue.

Vegetation and tree branches will need removing.

Distance from kerb edge to hedge / tree line is 6.6m (taken from about where pink measurement is in photo back to hedge/tree line)

Tidmore Lane SW bound (Oratory School Entrance)



Suggest full 1.6m Newstead bus stop set back 2.4m from kerb edge to provide adequate visibility for Oratory junction.

Surfacing area shown in orange with dropped kerb shown in yellow.

Vegetation and tree branches will need light trim.

Distance from kerb edge to rear fence of Oratory is 6.5m (taken from about where pink measurement is in photo back)

Verge slopes towards boundary fence – care on levels.

West Chiltern Northbound:



Suggest that a Solid end 'Eaton' Shelter could just fit if the roof overhang is reduced by at least half.



7.5. To approve taking part in the OCC EV Charging Point Microhub Pilot scheme, future updates and legal agreements to be brought to a future meeting for formal approval.

Email 1 from OCC EV Team

Following your expression of interest for the EV Microhubs Scheme regarding electric vehicle (EV) charging at Woodcote Village Hall I am writing to enquire if you would be interested in being part of an EV Microhubs pilot scheme.

I am currently in the process of offering nine sites around the county the opportunity to take part in this pilot. If this offer is accepted you will be automatically selected for installation of an EV chargepoint and will not have to go through the main application and site selection process.

By taking part in the pilot you will be given the chance to review and feedback on the proposed contract to our legal team as they draft the final documentation that will be given to the sites involved in the main EV Microhub scheme. This will take place August/September 2024.

Appointment of the chargepoint operator (CPO) to the EV Microhubs Scheme is currently expected January 2025. As a pilot site I would like to spend a bit of time in the end of 2024 working with you and the other pilot sites to get everything up together as to ensure that as soon as the CPO starts work we are able to present your site as available for a pre-installation assessment.

By March 2025 I would hope that site assessments are taking place and by April 2025 EV chargepoint deployments begin at the pilot sites.

By comparison I am anticipating, with a fair wind, we might be able to start the first main EV Microhub Scheme site in June/July 2025 with deployments continuing to run until the end of 2026.

Please let me know if this is of interest. I imagine you may have further questions regarding the proposal of which I am more than happy to discuss via email or take a call.

Clerk asked the following questions:

I cannot accept the offer without putting it to the full council – they are meeting on the 17th July, and I will enter it on the agenda now. Please can you send more information about being a microhub – do we earn anything from it, who owns the hub, how will the lease of the space in the car park be done? As you know with Parish Councils we have to advertise disposals of assets in a formal way (a long lease of a parking space to be an EV Charging point would be a disposal) – locally this costs about £500, who would cover this fee?

Email 2 from OCC EV Team

Thank you for the swift response and I'm glad to hear there may be potential for the proposed pilot scheme.

In regards to the questions concerning the meeting on the 17th:

- I've attached a short bit of information provided by the legal team outlining the basic contract framework they are looking to explore. The basic principal is to present a lease to be held between

yourselves as the site and the chargepoint operator. As the funders we need to be involved however under this agreement we would look to sit in the background as part of a 'cluster agreement' which essentially gives us the power to enforce terms of the lease if needed, however I would hope this would only come up in more extreme/rare cases such as where yourselves and the CPO are unable to resolve a dispute.

- Ownership of the EV chargepoint is intended to be with the chargepoint operator. They will therefore be principally responsible for service, maintenance and supply of a back-office system.
- Currently it is intended that the site owner will receive a bay fee for the lease and may be able to generate some profit from use of the chargepoint where this is allowed.

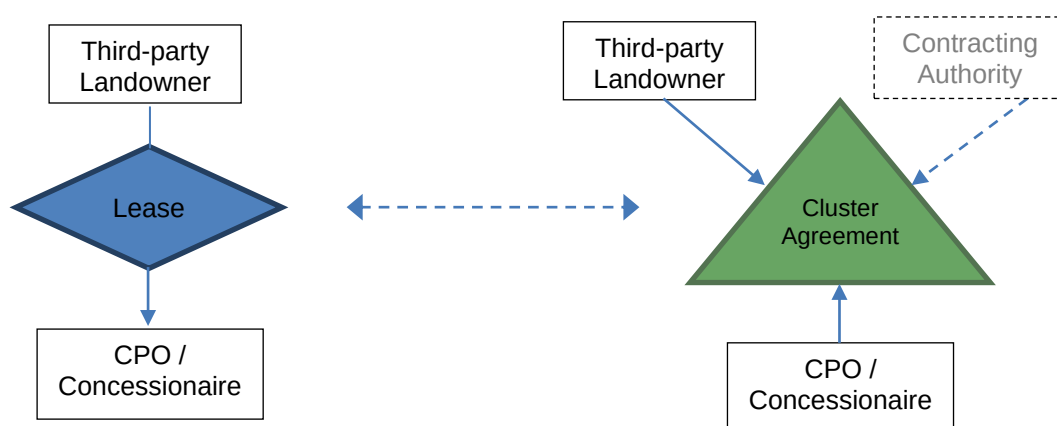
Regarding the exact details regarding the lease arrangements, disposal of assets, revenue structure etc. this is part of the pilot activities. I have already started the process of setting an initial workshop with the legal team and other pilot sites intended to take place between July 19th and 23rd. The intention is this will be the start of a process running through to August where you have the chance to feed into the contract as to make sure we can provide you with something you are firstly willing and able to sign and secondly provides important input to the contract that will be presented to all main scheme microhub sites.

In addition to the attached material I do also have a full cluster-type agreement that was created by Solihull council, the version we are producing will not be the same as this, but if you are interested in looking at it for broader understanding of how the relationships between parties might work then I'm happy to send it over to you upon request.

Hope this helps. Happy for you to put my initial email in as an appendix. Similarly if you would like to use include this email and/or the attached third party lease overview document please do.

If you have any other questions between now and the 17th feel free to ask accordingly. I will update you on the date for the initial contract workshop, unfortunately this is already somewhat delayed from our initial timetable so I won't be able to push it back further unless I am unable to arrange any time between the parties already contacted.

NOTES: Council to decide if they wish to take part in the Pilot Scheme.

DIRECT LEASE ARRANGEMENT (WITH SEPARATE CLUSTER AGREEMENT)**a. Summary of Direct Lease Arrangement (with separate Cluster Agreement)**

- i. Third-party landowner grants an EVCP lease directly to CPO;
- ii. Third-party landowner, Contracting Authority and CPO enter into separate Cluster Agreement. Cluster Agreement contains following key issues:
 1. third-party landowners are named beneficiaries under the procurement;
 2. third-party landowner rights to enforce key obligations in Concession Contract against CPO;
 3. third-party landowner is liable directly to CPO for landowners' acts/omissions under the Concession Contract as they relate to each site;
 4. CPO's cap on liability under concession contract is not extended by arrangements with third-party landowner;
 5. Allows for split invoicing arrangements (third-party landowner and Contracting Authority can each separately directly invoice CPO);
 6. Third-party landowner provides indemnity protection to CPO (up to agreed cap);
 7. Obligations under cluster agreement are limited to allowing third-party landowner to benefit from Concession Contract in so far as it relates to third-party's land;
 8. Cluster agreement contains no-double recovery provision, preventing CPO from claiming against both Contract Authority and third-party landowner.
- iii. Contracting Authority is not a party to the leasing arrangements between Third-party landowner and CPO.

b. Advantages of Direct Lease Arrangement (with separate Cluster Agreement):

- i. Third-party landowner can enforce terms directly against CPO;
- ii. CPO directly liable to third-party landowner (i.e. Contracting Authority does not assume risk of non-compliance by CPO);
- iii. Limited involvement required by Contracting Authority;

- iv. Cluster Agreement *could* permit step-in rights to enable Council to step-in and procure alternative CPO in place of contracted CPO.

c. Disadvantages of Direct Lease Arrangement (with separate Cluster Agreement):

- i. More detailed lease, which may therefore require more involved negotiation between third-party landowner and CPO, and therefore difficult to prescribe terms within Concession Contract (unless third-party landowners who want to sign up are required to accept standard form Lease and Cluster Agreement);
- ii. Requires a separate supplier management contract;
- iii. Third-party landowners expected to directly manage the CPO, which they may not have the capability to do.

DATED 2023

(1) [THE CLUSTER MEMBER]

(2) [The Supplier]

Commented [SC1]: 1. Site Owner
2.CPO

LICENCE
pursuant to xxxxx
relating to the location known as
xxxxx

THIS LICENCE is made the _____ day of _____ 2023
BETWEEN:

- (1) [The Cluster Member] (Co. Reg. No. xxxxx) whose registered office is at [address] ('the Licensor') as freeholder/leaseholder of the Licensor's property at [site location] and
(2) xxxxx (Co. Reg. No. xxxxx) whose registered office is at xxxxx 'the Licensee')

NOW IT IS AGREED as follows:

1 Licence

1.1 Licence is now given in accordance with the Clause 4.4 of the Cluster Member Agreement dated [date] ("Cluster Member Agreement") entered into between [The Cluster Member] and [The Supplier] granting access rights to the Supplier for the construction of electric vehicle charging infrastructure (EVCI) located at xxxxx, Solihull (the "Licensor's Property") and such Licensor's Property is edged green on the attached plan, subject to the terms and conditions set out below. The details of the EVCI are shown on the drawings attached ('the Drawings').

1.2 The purpose of the EVCI is to provide publicly accessible electric vehicle charging connectors and associated services pursuant to the Contract for the Provision of Electric Vehicle Charging at Specified Destinations, under the DPS RM 6213 ("EV Charging Contract" or "Order Contract"). This Licence aims to grant access rights to the Supplier before start of provision of Deliverables and performance of the Services under the EV Charging Contract and the Cluster Member Agreement.

2 Terms of Licence

2.1 The EVCI must be constructed in accordance with:

- 2.1.1 the terms and conditions of the planning permission issued by the Solihull Metropolitan Borough Council ("SMBC") in its capacity as Local Planning Authority under reference number xxxx dated [] 2023 ('the Planning Permission'), and
2.1.2 the details shown on the Drawings.

2.2 The EVCI must be constructed in the place shown on the Drawings

2.3 The Licensee must ensure that the construction, maintenance removal and the use of the EVCI shall not cause obstruction (unless the Licensor has granted prior approval or in the

Commented [SC2]: CPO access rights to identified area

Commented [SC3]: Meet planning permission requirements.
1. For OCC do we need to reference local/district planning
2. Include/ref a schedule with specific EVCP requirements that are not covered by general planning requirements?

event of an emergency) to the Licensor's Property or interfere with the convenience of persons using the Licensor's Property or affect the rights of owners of premises adjoining the Licensor's Property or statutory undertakers.

2.4 No advertising material may be attached to the EVCI nor any lighting or other fixture save such as may be approved by the Licensor as being appropriate for the safe or convenient use of the EVCI.

2.5 The Licensee must at all times maintain the EVCI in good repair and condition to the reasonable satisfaction of the Licensor and in accordance with the Order Contract and/or the Cluster Member Agreement and an agreed maintenance programme.

2.6 The Licensee must at all times take all reasonable steps to ensure the safety of those using the EVCI and those using the Licensor's Property.

2.7 Before commencing any works for the maintenance or repair of the EVCI the Licensee must give not less than 48 hours notice in writing to the Licensor (save in cases of emergency) describing:

2.7.1 the nature of the works, and

2.7.2 the method by which it is proposed to execute them, and

2.7.3 whether any lane closure of the Highway is necessary to enable the Licensee to carry such works.

and must comply with the reasonable requirements of the Licensor in relation to the works and their supervision.

2.8 While executing any works to the EVCI, the Licensee must ensure the safety of those using the Licensor's Property in accordance with any applicable law, or regulation, order or requirement of the Licensor and the industry usual code of practice.

2.9 Any damage to the Licensor's Property occasioned by any works to the EVCI or use of the EVCI must be made good by the Licensee as required by the Licensor at the expense of the Licensee within 14 days or immediately in case of emergency.

2.10 The Licensee will provide the Licensor with as-built drawings of the EVCI on completion of its construction.

2.11 The Licensee shall indemnify and keep indemnified the Licensor against all claims including injury, damage or any loss whatsoever arising from the EVCI including but not by way of limitation use, installation, maintenance and removal including any damage caused to the EVCI as a result of any use or works to or at the Licensor's Property.

2.12 The Licensee shall maintain public liability insurance in accordance with the requirements of the Order Contract and/or the Cluster Member Agreement in respect of any claim.

Commented [SC4]: Not present in documents to hand - would need creating

Commented [SC5]: Hopefully not relevant but probably worth keeping in just in case

Commented [SC6]: May need something around access timing & organisation as community halls do not necessarily have permanent staff

- 2.13 The Licensee shall indemnify the Licensor against any increase in maintenance costs or other works the Licensor reasonably considers are required to the Licensor's Property as a result of the construction of the EVCI.

Commented [SC7]: Not sure if anything is needed regarding site owner responsibility as they will be able to maintain a much more consistent & effective visual check of EVCI

3 Breach

- 3.1 If the Licensee constructs the EVCI otherwise than in accordance with the terms and conditions of this Licence, the Licensor may by notice served on the Licensee require the remediation of the construction of the EVCI within such time as may be specified in the notice.
- 3.2 In the event of any breach by the Licensee of the terms of this Licence in respect of the maintenance and use of the EVCI the Licensor may by notice require the breach to be remedied within the time period specified in the notice.
- 3.3 If the Licensee does not comply with the terms of any notice served by the Licensor pursuant to sub-clauses 3.1 and 3.2 above, the Licensor may take such steps and carry out such works as are necessary to remedy the breach, and the reasonable cost of so doing shall be a debt due and payable from the Licensee to the Licensor.

4. Removal

- 4.1 The Licensee must at its own expense, unless otherwise prescribed for in the Order Contract and/or the Cluster Member Agreement, remove the EVCI or alter it in such manner as the Licensor may require if at any time the Licensor considers the removal or alteration necessary or desirable in connection with the carrying out of improvements to the Licensor's Property and the decision of the Licensor that the removal or alteration is necessary or desirable in that connection shall be final, and the condition shall be enforceable by the Licensor against the owner for the time being of the premise on which the EVCI or any part of it stands.
- 4.2 The Licensee acknowledges that it requires the construction of the EVCI in order to facilitate public electric vehicle charging and agrees that if and when it no longer requires the use of the location, subject to the approval processes defined within the Order Contract and/or the Cluster Member Agreement, it will

Commented [SC8]: Interesting clause - might benefit from some form of time-based limitation or relocation clause as for significant works this could put an EVCI out of action for multiple months or more

4.3 Upon removal of the EVCI the Licensee shall at its own expense make good to the reasonable satisfaction of the Licensor any damage to the Licensor's Property or other premises not in the ownership of the Licensee and reinstate the Licensor's Property to at least as good a condition as it was prior to the construction of the EVCI.

The Licensee must pay:

5.2 and thereafter on each anniversary of this Licence the sum of [£] a year in connection with the administering of this Licence.

EXECUTED as a **DEED** by **xxxx** acting)
by one director and its secretary or by two)
directors:) Director
)
) Director/Secretary

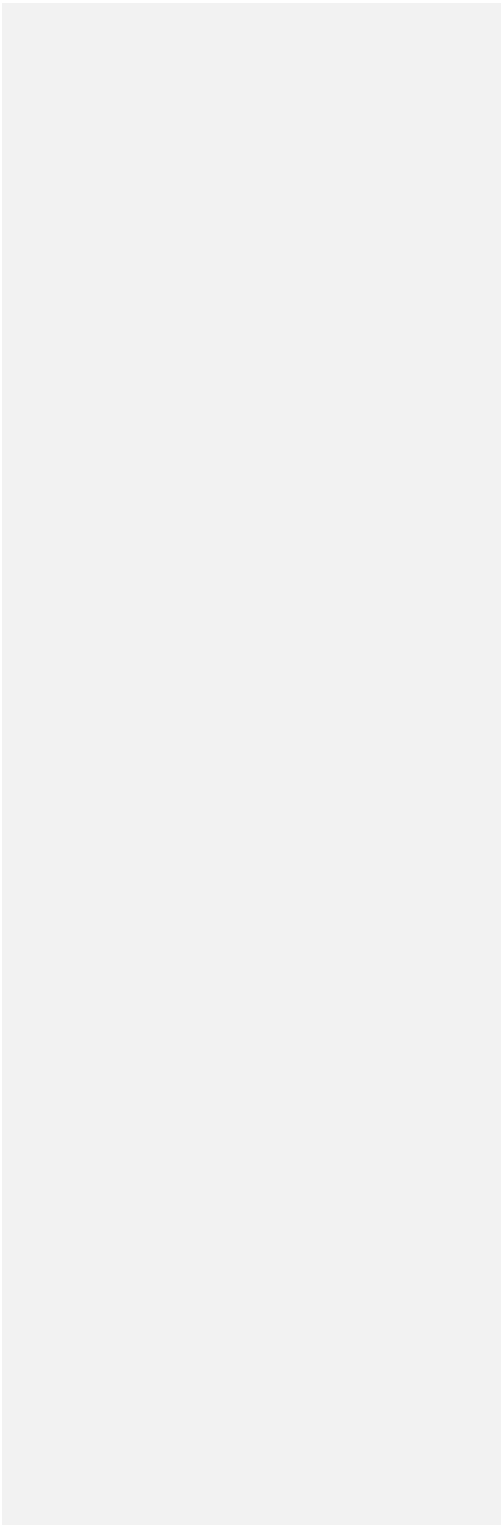
Occupation

Commented [CSOCC10R9]: Additional Solihull comment: *‘If you are of the policy decision that the costs in connection with the preparation and administration of this Licence should have been absorbed into the Annual Concession Fee and no separate costs should be incurred to the Licensee, this Clause 5 can be removed and on the basis that this Licence Agreement is going to be executed as a deed, there should be no consideration issue.’*

EXECUTED as a **DEED** by **xxxx** acting)
by one director and its secretary or by two) Director
directors:)
) Director/Secretary

Witness Signature
Witness Name
Address

Occupation



7.6. To approve up to £500 for professional disposal of historic records, no longer needed.

NOTE: All records which statutorily need to be kept will be transferred to the County Archives for safe keeping.

It is unknown the volume of records to be disposed at the time of issuing this document. Clerk asks to be delegated £500 to seek professional disposal / shredding, seeking at least 3 quotes prior to appointment.

7.7. To approve approach to forwarding general correspondence from members of public, including responses from the Clerk, to all Councillors for information purposes.

A Councillor has asked the content of all general correspondence with members of the public should be forwarded to all Cllrs for information.

The Clerk asks for a formal decision by the Council as this will have a cost/resource burden associated with it.

Whilst many in and outside the Council may believe this is a simple case of forwarding all correspondence, some of our enquiries specifically ask to be anonymous, but also due to GDPR, the Clerk would need to redact the requestors identifying information, and then sending one separately.

The Clerk is employed by the council to manage the day-to-day administration of the council, using the known policies and procedures, as per the job description the Clerk should either deal with the correspondence or bring to the Council's attention.

To receive correspondence and documents on behalf of the Council and to deal with the correspondence or documents or bring such items to the attention of the Council. To issue correspondence as a result of instructions or the known policy of the council.

At many Councils, this request comes up occasionally, I am unaware of any Councils which have adopted this policy, with most accepting the advice that this extra administrative burden is not required.

It has been suggested perhaps that the following table be used, perhaps once per week.

Communication	PC Response
Copy of text of complaint about bonfires....	Copy of text you sent from PC, including signposting to who does deal with the issue?
Copy of text of complaint about pavement parking.	Copy of text you sent from PC, presumably explaining that unfortunately PC have no powers to prevent or enforce any action on pavement parking. However, the police do...

Due to the way I personally work, this will be difficult for me to manage and remember which e-mails to include at the end of each week and things will get missed.

If the Council decides that general correspondence does need to be sent on for information, I would request the method be forwarding it on, after redaction, at the time it is sent to the member of public or other organisation.

Clerk asks for formal decision of the Council if to and or not to forward to all general correspondence to all Cllrs as a matter of course, and if so, what items would qualify for sending on.

Title	Proposed Village Clean-up Items
Author	Cllrs
Meeting	Woodcote Parish Council Meeting – 17 th July 2024

8.3. To consider actions regarding “Village Clean-Up”, approve whether to seek contractors to complete the works or seek volunteers and associated risk assessment etc.

1. The trees along Goring Road need some branches clipped so that people on the pavement aren't hit in the face or road signs obstructed. I did see a member of the public doing small bits of this with some pruning shears last week, but sure a better nip or two with some loppers would be better;
2. Are there any other trees around the village green or folly green that require low bows cutting as per our own note to residents in the correspondent?
3. The crowns were never raised of the trees in the corner by the memorial in order to be able to maintain a vehicle access if required. This will especially be needed to be done prior to the village fete in September;
4. What are we going to do about the 2 dead trees in the top corner of the village green (corner of Goring Road and Whitehouse Road)?
5. What is the next stage for the neglected area of land that is PC owned (& no longer rented by the neighbouring property) on the corner of Greenmore and Reading Road. Appreciate this can be deferred as not urgent.