

Sandy Town Council

To: Cllrs N Aldis, S Baker, B Blackley, A Effiong, J Hewitt (Chair), R Lacey, A Lock, R Lock, C Osborne, M Pettitt, M Scott, P Sharman, S Sutton, and N Thompson.

You are hereby summoned to attend a meeting of Sandy Town Council to be held in the Council Chamber at 10 Cambridge Road, Sandy on Monday 15th April 2024 at 7.30pm for the purpose of transacting the items of business below.



Nicola Sewell
Town Clerk
10 Cambridge Road
Sandy
SG19 1JE
01767 681491
10th April 2024

A G E N D A

1 Apologies for Absence

To receive any apologies for absence.

2 Declarations of interest and requests for dispensations

Under the Localism Act 2011 members of Council are not required to make oral declarations of interest at meetings but may not participate in discussion or voting on any items of business in which they have a Declarable Pecuniary Interest (DPI) and under Sandy Town Council's Standing Orders must leave the room for the duration of all discussion on such items. (All members' register of interests are available on the Sandy Town Council website or on application to the Clerk.)

*This item is included on the agenda to enable members to declare new DPis and also **those who wish to do so** may draw attention to their stated DPis and also any non-declarable personal interests which they have declared under Sandy Town Council's adopted Code of Conduct and which may be relevant to items on the agenda.*

- i) Disclosable Pecuniary Interests*
- ii) Non Pecuniary Interests*
- iii) Dispensations*

Sandy Town Council

3 Public Participation Session

To receive questions and representations from members of the public. Members must raise their hand to indicate they wish to speak, and the Chairman will advise them when it is time to do so.

4 Minutes of Town Council meeting

To consider the Minutes of Sandy Town Council Meeting held on Monday 4th March 2024 at 7.30pm to approve them as a correct record of proceedings.

5 Minutes of Committees and recommendations therein

To receive and note the minutes of the meetings of the following committees and sub-committees and (if applicable) to approve recommendations therein which do not arise elsewhere.

- i) Development Scrutiny Committees held on 4th March and 25th March 2024.
- ii) Policy, Finance and Resource Committee held on 8th April 2024.

RECOMMENDATIONS:

- That all committees, working groups, Councillors and staff are reminded that there is an approved budget process which should be followed.
 - All bids for additional funding should be presented to P,F&R in the Autumn for discussion and inclusion – or not – in the budget for the following year.
 - That the supply of milk reverts back to the previous method of staff buying it from the local shop as this is more cost effective and results in less product waste than having milk delivered from the local dairy. The change to delivered milk had been made by CSE to help align with its Environmental Plan aspirations and reduce the use of plastics, but has proved counterproductive in terms of cost and waste.
 - To approve a spend of £29,215 spend for Play Equipment repairs at Bedford Road Recreation Park and Fallowfield Play Park as a matter of priority and as recommended by CS&E.
- iii) Community Services and Environment Committee held on 25th March 2024.

Sandy Town Council

RECOMMENDATIONS:

That before the Carpark Working Group does any further work on introducing charges for car parking a discussion be held at the next Full Council on the proposal that no work is done on car parking charges for the next twelve months (see item 14).

- iv) Human Resources Committee held on 18th March 2024.

RECOMMENDATIONS:

- That Council adopt NALC's new Model Contract.
- That the incremental pay rise agreed be implemented from 1st April 2024 (back dated where necessary). *It should be noted that the Civic Officer and Community Engagement Officer are not eligible for an incremental rise as neither will complete their six month probationary period until June 2024.*

6 Reports from Central Bedfordshire

To receive reports from Ward Councillors.

7 Request to use Sunderland Road for Parking

To consider a request from CBC Ward Councillor Simon Ford to allow Sandy Tigers FC to use the bottom end of Sunderland Road Recreation ground for parking during their tournament on 18th and 19th May 2024. The request has been deferred from the CS&E Committee Meeting on 25th March **(107-2023/24)** due to concerns over charges being asked of car users for this service.

8 Grant Application

To consider a grant application from Sandy Carnival for £312 to pay towards costs of hired toilets for the Sandy Carnival event on Saturday 15th June.

Appendix I

9 East West Rail

For Members to discuss the latest updates regarding East West Rail.

10 Reports from Councillors on Outside Bodies

To receive the following reports from Council representatives on outside bodies;

- i) Cllr S Sutton – AGM Minutes of 22nd Sandy Air Cadets
- ii) Cllr J Hewitt – to receive a verbal update regarding the Village Hall
- iii) Cllr J Hewitt – to receive a verbal update from the Police Priority Setting Meeting.

Appendix II

Sandy Town Council

- iv) Cllr Pettitt – SSLA
- v) Cllr Pettitt – Twinning Association.

Appendix III
Appendix IV

11 Pinnacle & Riddy Working Group

To receive the Minutes of the Pinnacle and Riddy Working Group and consider the following recommendations:

Appendix V

- To consider the following question from the Biggleswade and Hitchin Angling Association Ltd regarding fees for fishing rights at the Riddy, 'how does the fee the Association pays differentiate them from anyone else fishing (either legally or illegally) in the area, and how are the fees raised used?'
- Agree to allow a bull to graze on the Riddy again during the next season on the same understanding, and with the same health & safety measures in place, as previously agreed.
- Accept the Draft Grazing Agreement.
- STC and Bedfordshire Rural Communities Charity to set up a meeting to discuss the future of the Riddy Management Agreement following the announcement that the Bedfordshire Wildlife Trust wish to step away from the relationship at the end of 2024/25.
- Meet with the Internal Drainage Board regarding damage to the area following works to clear ditches. Some of which needed to be rectified before cattle can be allowed to graze on the site again from 15th May.
- Consider removing knee rail on the Riddy that has collapsed. CBC originally installed it to assist wheelchair users along with an accessible fishing platform and accessible kissing gate. The knee rail either needs repairing, depending on need, or removing. Replacement will be costly so the need should be established before any decision is made.
- To agree £500 towards repairs to fencing, new posts and barbed wire, with works to be completed before 15th May to ensure cattle are not able to escape.
- Provision of £1,000 would be needed to undertake the pollarding of three trees by Girtford Bridge, with the work needed to be completed this year.

Appendix VI

12 Notice of Consultation – Solar Farm

To receive notice of a Public Consultation regarding a new solar energy project to be located in Sandy. The consultation will take place on Tuesday, 30th April 2024, from 3pm to 7pm at The Roundabout Club, Bedford Road, Sandy, Bedfordshire, SG19 1EL, where the plans for the solar farm will be presented and the project team will be gathering feedback from the community.

Appendix VII

Sandy Town Council

13 Jenkins Pavilion Development Update

To note that the following paperwork has been completed, signed, and returned to Central Bedfordshire Council:

- Deed of Variation SSLA
- Profitshare Agreement
- Side Agreement
- Lease

Also to note the Management Fees for 2024/25 are £19,675.32 for the year, however as works are set to be completed by September 2024 a saving of up to £10,000 could be expected.

14 Car Park Management

To agree further actions for the Car Park Working Group regarding the ongoing management of the car park including the potential for car park charges.

15 Action Plan

To review and agree Full Council Action Plan for 2023/24.

Appendix VIII

16 Correspondence

To note correspondence received by the Town Council since the last meeting of Full Council and any actions arising from such items. All correspondence has been circulated to Members separately.

For information only:

- NALC Newsletter rcvd 03.04.2024
- BRCC – A message from the Chief Executive rcvd 28.03.2024
- Communications (nhs Bedfordshire, Luton, and Milton Keynes) – rcvd 27.03.2024
- NALC Newsletter rcvd 20.03.2024
- NALC Events rcvd 19.03.2024
- East Proactive Comms - A1(M) junction 6 safety improvement rcvd 18.03.2024
- Crime Stats March rcvd 17.03.2024
- East West Rail Company | Land Interest Questionnaires rcvd 12.03.2024
- Do you want to be part of the solution in tackling the climate emergency in the Biggleswade area? rcvd 05.03.2024
- Bedfordshire Alert – March 2024 rcvd 04.03.2024
- Crime Stats February rcvd 03.03.2024
- NALC Chief Executives Bulletin rcvd 29.02.2024
- NALC Newsletter rcvd 14.02.2024
- School Street Trial at Robert Peel Primary School rcvd 30.01.2024

Sandy Town Council

17 Mayoral Engagements

To note a list of recent engagements undertaken by the Mayor and/or Deputy Mayor since 4th March 2024:

17th March - The Mayor attended the Civic Service for the Mayor of Biggleswade.

17th March - The Mayor attended the Civic Service of the Mayor of Stotfold.

19th March - The Mayor hosted the Sandy Beavers pack in the Council Chamber for the presentation of awards.

21st March - The Mayor met with resident Mr Reynolds to thank him on behalf of the town for the donation of a new Defibrillator unit placed on his house.

22nd March - The Mayor participated in the Great British Litter Pick at Sunderland Road Rec.

23rd March - The Mayor attended and greeted the walkers taking part in the spring Green Wheel Walk.

24th March - The Mayor took part in the Judging of the 2024 Carnival Stars competition at the Roundabout Club.

2nd April - The Mayor attended the Town Hall meeting hosted by our MP Richard Fuller.

7th April - The Mayor hosted the Sandy Civic Service

10th April - the Mayor represented Sandy at the Police Priority Setting meeting.

18 Press releases

- Civic Service Round up
- Spring Market
- Annual Town Meeting.

19 Chairmans Items

20 Date of Next Meeting

Annual Town Meeting – 22nd April 2024

Annual Town Council Meeting – 20th May 2025

SANDY TOWN COUNCIL

General Criteria for Grant Aid

Organisations will be considered for grant aid from the Town Council where they meet the following criteria:

1. The organisation is based, or has significant local activity in Sandy.
2. The work of the organisation directly benefits a number of residents of Sandy.
3. The organisation has a written Constitution with clearly defined aims and objectives.
4. The local organisation has a clear financial need. (Account will be taken of how much money the organisation has, including any special reserves set aside for particular projects and local fund raising efforts. Additionally, if the balance is high in relation to spending, then an explanation is required justifying the reasons why the organisation is still applying for a grant.)
5. The organisation has its own bank account with at least two authorised signatories.
6. The organisation is non-party political and non-profit making.
7. Individuals will not be funded.

Applications should be linked to a specific project rather than to assist with running costs.

Conditions

Grant aid must be used for the purposes stated on the application only. If the organisation decides it wishes to spend the monies on something different it must ask the Town Council for written permission to do so, or the Grant will be withdrawn.

Generally, grants must not be used to settle debts on behalf of the organisation, nor be used to retrospectively fund projects.

Sandy Town Council reserves the right to recall any grant given to an organisation which ceases to operate during the financial year for which the grant was given. The Council should be consulted prior to distribution of any remaining assets. Full details and accounts must be submitted to the Council as soon as possible.

Successful Organisations Must

1. Be prepared to participate in publicity/awareness initiatives organised by the Council.
2. Be willing to attend a reception to receive their cheque if requested.
3. Be willing for a representative of the Town Council to attend the organisation's executive meetings, if so requested by the Council.
4. Provide evidence within the twelve months of the award of the grant that the money has been used for the purpose stated in the application, and, where possible, provide Sandy Town Council with photograph(s) of the project funded.
5. Acknowledge the grant aid together with other sources of funding in appropriate publicity and detailing how it was spent in its annual report and accounts. A copy of which should be sent to the Council as soon as it is published.

Completed application form and supporting documents to be returned to:

Town Clerk
Sandy Town Council
Council Offices
10 Cambridge Road
Sandy
Beds SG19 1JE

e-mail: finance@sandytowncouncil.gov.uk or
admin@sandytowncouncil.gov.uk

APPLICATION FOR GRANT AID FROM
SANDY TOWN COUNCIL

<u>Name of the Organisation/Group</u>	
Sandy Carnival Association	
Are you affiliated to a national organisation? If so, which one?	No
Local venue/meeting place	Currently Sandy Conservative Club
Are you a registered charity? If so, give your charity number?	No
What are the aims and activities of the organisation?	To organise and hold an annual carnival with parade and field events for the people of Sandy and surrounding villages
How many members do you have?	7 volunteer committee members
Members:	Junior N/A
	Senior
What is your annual subscription?	Junior £0
	Senior £0

Project Information	
What would the grant be used for?	The grant would be used to pay for the portable toilets, urinal and baby changing facilities required at the venue on Carnival day
In what manner will the residents of Sandy benefit?	Allows people to enjoy the afternoon without needing to pop home when needing to use the facilities
Approximately how many Sandy residents will benefit from this grant?	Approx 1000 over the course of 1 day if they all get caught short
Estimated total cost of project	£624
Please state clearly how much you are applying for from Sandy Town Council	£312
What amount is being met from your own funds?	£312

What is the amount sought from other funding bodies? Please give details of other sources you have applied to or intend to apply to.

Source	Amount	Confirmed/Pending/Unsuccessful
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N/A

Financial Details

Please specify how any income, particularly surplus, is spent.

Surplus income is spent on either entertainment acts or activities during Carnival day to make it more enjoyable for everyone visiting

Please attach accounts (audited/independently examined) for the last two years and your budget forecast for the forthcoming/current year.

Payment Details	
Account Title	Sandy Carnival Association
Account Number	XXXXXXXX Sort Code XX XX XX
Bank/Building Society Name and Address	Barclays Bank
Contact Details	
Please give details of the person with whom this application can be discussed and to whom any cheque should be sent:	Lorna Tucker
Position in organisation	Treasurer
Address	
Telephone Number	
E-mail address	

Declaration

Please sign this form to confirm that:

The information supplied is full and correct to the best of your knowledge; you have read, understood and complied with the conditions of funding; understand that Sandy Town Council reserve the right to reclaim the grant in the event of it being used for purposes other than specified, or the organisation ceasing to operate.

Signed:
Name: Hayley Stewart
Position: Chairman
Date: 07/04/24

Please enclose with your application copies of:

- Accounts for the last two years
- Budget forecast for forthcoming/current year
- Other relevant literature including photograph if available

22 (Sandy) Squadron Air Cadets ATC/ACF Cadet Centre, Alnwick Close, Sandy, Bedfordshire, SG19 1UA**Minutes from the AGM of Civilian Committee for 22 (Sandy) Squadron****16th January 2024****Present:**

James Mansion (JM) – Chairman

Dave Ellis (Wing Chairman) – Via MS Teams

Colin Osborne (CO) – Honorary President

Jane Godley (JG) – Squadron Chaplain

Flt Lt Jeffery Henshaw (JH) – Officer Commanding

Angus Foster (AF) - Secretary

Susan Sutton (SS)

	Subject	
1.	Chairman's Welcome & Introductions – The Chairman opened the meeting at 20:02 and welcomed all present.	
2.	Apologies For Absence – Sally Walsh (SW) – Treasurer	
3.	Minutes Of The Last Civilian Committee AGM Held On The 17th January 2023 There were no matters arising regarding the last meeting and so the Chairman signed the copy as a true record of proceedings.	
4.	Chairman's Report The Chairman started his report by thanking Flt Lt Jeffery Henshaw for yet another year of commitment. In addition, he wanted to thank the other members of the Committee for their support during the last 12 months. The Chairman stated that the Squadron operates very well & is a 'hands off & steady approach' while the Squadron is getting ready for the upcoming refurbishment – Staff & Cadet numbers have remained consistent & the issue of charity fundraising is still ongoing. The Chairman also wanted to congratulate the Squadron & Cadets, and it was good to see that the Cadets have been able to attend so many activities & camps during the year, but wanted to leave the details for the CO's Report, which was following.	



<p>5.</p>	<p>Treasurer's Report</p> <p>The Treasurer presented to the AGM the FY 2022/2023 accounts – 2022 AGM accounts opened at £4,956.87 & closed at £4,754.75</p> <p>The current balance as of today is £4,334.78</p> <p>The vast majority of the money was spent on funding activities & general investment in the Cadets as a whole.</p> <p>The Treasurer stated....My commentary is that we are in pretty much steady state with subs and some donations bringing in enough revenue to make purchase and investment in equipment for the cadets. There will be approx £500 for insurance due in April as well as £500 for Wing Subs, so a couple of big spends to be aware of. Keep in mind if planning some new purchases. The Treasurer stated that the bottom line is never to be under £1K.</p> <p>The end of year accounts are complete & have already been submitted to Wing</p> <p>The Chairman formally agreed & accepted the accounts FY 2022/2023</p>	
<p>6.</p>	<p>CO's Report</p> <p>Flt Lt Jeffery Henshaw prepared a presentation highlighting the success and achievements of the Squadron during 2022/2023 and a copy is attached.</p> <p>Since 2016 Cadet numbers have increased from 26 (with an average Parade night of 19) to the end of 2023 with the current number of 40 (with an average Parade night of 23)</p> <p>Recent activities have included:</p> <p>11 Cadets have recently completed the Essential 1st Aid Course, 4 have completed the Youth 1st Aid Course and having the new Resus Annie's has made this possible</p> <p>6 Cadets attended Easter Camp, 3 Cadets attended Annual Camp at RAF Valley, 3 Cadets attended AT Camp, 1 Cadet attended the Drill & Ceremonial Camp, & 3 Cadets were lucky enough to attend RIAT Camp too</p> <p>During the summer the Squadron attended Wing Field Day held at RAF Henlow & came 3rd Overall.....In addition they came 8th in Drill & 1st in Media Communications</p> <p>Other community events the Squadron have attended have been: Ickwell Mayday, Sandy Coronation Event, RAF Tempsford Armed Forces Day, Sandy Carnival & the Sandy Christmas Lights.</p>	



	<p>Upcoming activities will include: ATC Sunday, Sector Training Weekends, Flying & Gliding, Road Marching, Easter Camp and also a full squadron refurbishment & during this period the Squadron will be parading on a Tuesday evening in the Church Rooms in town</p> <p>Staffing levels are currently: 2 Officers, 1 SNCO & 2 Civilian Instructor, 1 Padre & 2 Registered Civ Com</p>	
7.	<p>Election Of Officers</p> <p>Election Of Chairman – Susan Sutton proposed that James Mansion be re-elected for 2024 & this was seconded by Colin Osborne</p> <p>Election Of Treasurer – Susan Sutton proposed that Sally Walsh be re-elected for 2024 & this was seconded by Colin Osborne</p> <p>Election Of Secretary – Susan Sutton proposed Angus Foster be re-elected for 2024 & this was seconded by Colin Osborne</p> <p>The elections were all unopposed</p>	
8.	<p>Election Of Committee Members</p> <p>Susan Sutton, was proposed & seconded, and then re-elected as Committee members for 2024 – The Chairman thanked the members of the Committee for their continued support</p> <p>Honorary President – Colin Osborne confirmed his position of Honorary President for 2024. This was unchallenged & the Chairman & Committee thanked him for his time & continued support</p> <p>Squadron Chaplain – Jane Godley had confirmed her position as the Squadron Chaplain for 2024 – The Chairman & Committee thanked for her contined support</p>	
9.	<p>Any Other Business –</p> <p>During the evening Susan Sutton wanted to thank the Squadron on behalf of Sandy Town Council & The Royal British Legion for their support during the 2023 Remembrance Day Parade, the King’s Coronation event & the Christmas Lights</p>	



	<p>At the end of the evening the Wing Chairman wanted to thank the Staff & Committee for their activities since the last AGM.</p> <p>The Committee also wanted to thank the Wing Chairman for his time & assistance and to wish him all the best for the future.</p> <p>The Chairman closed the AGM at 20.24</p>	
	<p>Date Of Next AGM</p> <p>To Be Confirmed – Suggested End Jan/Feb 2025</p>	

Sandy Town Council Full Council

Date:	15 th April 2024
Subject:	Sandy Sports & Leisure Association
Author:	Cllr Martin Pettitt (Secretary)

Purpose of the Report

1.0 To provide members with an update on matters including those set out in the draft minutes of the most recent meeting of SSLA committee held on 27th February 2024.

Recommendation

2.0 To note the report.

Background

3.0 A verbal report was provided to members of STC at the meeting held on 4th March 2024 (Agenda Item 10) since when a copy of the draft minutes has been circulated to all members.

3.1 Pitch Rebound Boards. Efforts are still ongoing to identify possible alternative contractors who might be interested in undertaking the work and initially to provide competitive quotations for labour and materials.

3.2 Grateful for the support received from STC members at their 4th March meeting the SSLA Treasurer, Phil Wood (PW) along with colleague Mike Tipper have since taken steps to implement the agreed investment with CAF through Shawbrook Bank. This has yet to be finalised but it may be possible to provide a positive verbal update at this meeting of STC.

3.3 Since SSLA's last meeting 2 matters have arisen both raised by Phillip Rose, Sandy Centre Manager for Everyone Active (EA) and which require action.

3.4 The first is with regard to the establishment of a necessary Supplier Account between EA & SSLA. PW to organise asap.

3.5 The SSLA's existing Management Agreement came into effect on 1 December 2017 when Stevenage Leisure Ltd were the contractors. It is quite apparent that this document needs amendment to reflect both the change to EA and following the recent pitch refurbishment. The Secretary will work to prepare a draft amended version for agreement by EA and hopefully adoption at the SSLA's AGM in June 2024.

3.6 Finally, and referring to Item 5 of the last STC Minutes, clarification is still being sought with regard to the SSS's annual contribution. Records show that the first payment of £2k was due in March 2023 and thereafter annually each March.

Sandy Town Council Full Council

Date: 15 April 2024
Subject: Sandy Twinning Association
Author: Cllr Martin Pettitt

Purpose of the Report

1.0 First, to provide members of Sandy Town Council with an update. Second, to advise that Mireille Poulain on behalf of the Malaunay committee has requested that there should be a meeting while we are in Malaunay from 3 – 6 May also involving the Mayor of Malaunay or one of his representatives to discuss the future of twinning between our towns and their respective communities.

Recommendation

2.0 To note the report and to invite comments and directions especially with regard to the proposed meeting.

Background

3.0 As previously reported a small group of 17 members of Sandy Twinning Association travelling in 6 cars will visit Malaunay from 3 – 6 May. In May 2023 we hosted 31 visitors from Malaunay to celebrate (one year late due to Covid) the 40th Anniversary of the signing in 1982 of the Charter of Twinning between Malaunay and Sandy the highlight of that visit being the dinner for around 80 guests held at the Sandy Conservative Club.

3.1 For a variety of reasons it has proved impossible to garner a larger number to travel to Malaunay this year and it would certainly be cost prohibitive for the 17 who are going to make the trip by coach. The size of the group in particular has clearly caused disappointment among committee members and friends in Malaunay although exchanges remain cordial. It may be worth adding that this is consistent with a trend which really began 20 years ago. During the 1980s and 90s the Association routinely made 2 trips annually often taking 80+ in 2 coaches since when numbers have steadily dropped to the mid-20s and fewer making only a single biannual trip with a visit from Malaunay in the intervening years.

3.2 The 4 or 5 who have kept the Association going notably since former Chair, Max Hill passed away, really have no mandate as there has not been a formal AGM since before the Pandemic and we have simply carried on in our former roles of Secretary, Treasurer, Vice (Acting) Chair and so on. Were there to be an AGM now all those presently involved would stand down and not seek re-election.

3.3 An Open Meeting to discuss the future of the Association was held on 13th July 2022 in the Council Chamber which attracted 20 people; a great deal was discussed but no formal proposals were put forward and frankly the group mentioned above in 3.2 with help from a few others have carried on ever since.

3.3 The 1982 Charter was signed jointly by the Mayors on behalf of the Town Councils of Sandy and Malaunay and countersigned by the inaugural committee Chair / President. Increasingly over the last decade both towns have found it more and more difficult, in part impossible to meet the aims and ambitions set out both in the Charter and in the Constitution. Copies of both are available from the Town Council office in advance of the Council meeting on 15th April.

3.4 The halcyon days when recruiting new families and community groups to participate and establish long term links has passed and interest in twinning nationwide has waned.

3.5 As witnessed at the Anniversary dinner last year there are a number of examples of long-standing links between families going back 30 plus years but where those involved no longer have an interest in an annual exchange – they visit each other when **they** choose, including to celebrate milestone events etc.

3.6 However, if the Twinning Association is to survive it urgently needs to recruit new members now to take on the roles and responsibilities set out in the Constitution as well as families and community groups wishing to establish and hopefully maintain links with counterparts in Malaunay so as to strengthen and grow the Association into the future.

3.7 The Constitution does end with a Dissolution clause. While not necessarily seeking to trigger that clause and effectively wind up the Association and with it the formal twinning link, the small group presently involved feels it does not have the authority to propose anything which is counter to the spirit of the Charter and in this regard we believe Mireille and her committee feel the same.

SANDY TOWN COUNCIL

Minutes of the Riddy and Pinnacle Working Group meeting held on Monday 8th April 2024 at 16.00 in the Council Chamber at 10 Cambridge Road, Sandy.

PRESENT

A Matthews – Senior Reserves Manager (The Wildlife Trust) and R Lawrence - Ecologist (BRCC), Cllrs N Aldis (Chair), R Gilbert, J Hewitt M Scott, N Sewell – Town Clerk, and Fraser Hayden (Biggleswade and Hitchin Angling Association Ltd).

1. Apologies - Cllr R Lock

2. Minutes of last meeting

3. Fishing Rights at the Riddy

Mr Hayden of the Biggleswade and Hitchin Angling Association Ltd addressed the working group, highlighting a number of issues with unlicensed fishing on the Riddy and what he felt was a lack of proper provision for policing the area. He reported issues with people fishing without the required licences or permits, antisocial and criminal activity and aggressive/violent behaviour by people when questioned on their rights to fish there.

He described the area as a 'free for all' and admitted he had been put off visiting the area as he felt the issues there were out of control. He told the group that the Environment Agency had recently prosecuted two people for fishing in the mill pond. Most of the problems stem from people not observing the rules.

He asked a number of questions regarding how Sandy Town Council offers permits to residents and was told that anyone applying for a permit must show both proof of address and a current valid rod licence.

He added that policing the waterways had become such a dangerous process that Environment Agency staff were now equipped with pepper spray and stab vests. The only way to get on top of the situation was to resource it properly and deal with the issues as they crop up. He said that Sandy Town Council needed to get on top of the situation.

Richard Lawrence of BRCC commented that he did walk the area once a week to see what was happening. He checked for permits and licences when on site but didn't really see that many people. He added that he had been aggressively approached including being pushed by someone he confronted.

Aidan Matthews also said he regularly checked the area, although not as often Richard Lawrence, and he also checked for valid licences if people were there.

Mr Hayden suggested that increasing the frequency of people checking the area would help the Town Council better understand the size of the problem there. He added that poaching was more likely to take place over the weekend, in the evening and on Bank Holidays.

He suggested that more prominent signage in the area would help with the Environment Agency (EA) number clearly shown so people would know how to report issues. He said in his experience if illegal fishing was taking place and a witness called to report it at the time and were able to give a location to the EA, they would do all they could to attend as they wanted to make an example of people breaking the law. Further advice was to include the EA's reporting number – 0800 80 70 60 on letters to permit holders and encourage them to help police the area when fishing the site.

It was highlighted that from March 15th – June 15th inclusive it was closed season, so nobody should be fishing at this time at all.

In summing up Mr Hayden asked: "How does the money the Angling Association pay to the Town Council every year differentiate us from everyone else that either legally or illegally fishes the area? If there is no differentiation, what can we get for our money?"

He closed by saying that the club would like the licence to give their Members sole fishing rights at the site. If this were the case then Members of the Angling Association would effectively take on the responsibility to police the area themselves, but currently they would be reluctant to do so because of the responses and behaviours they were likely to encounter.

Cllrs Aldis, Hewitt and Scott agreed that the matter would be taken to Full Council to consider.

4. Draft Grazing Agreement

A draft grazing agreement had been circulated by Aidan Matthews to members before the meeting and he confirmed there were no changes from last year.

An agreement for the bull to also be allowed to graze on the Riddy would need to be resolved at Full Council as in previous years.

It was also suggested that a 'Meet the Cows' event be organised between STC and Mr Kiddy again at the start of the grazing season.

5. Riddy Agreement

There has been a rolling agreement between STC, the Wildlife Trust and BRCC regarding management of the Riddy for some years. Aidan Matthews reported that by the end of 2024/25 the Wildlife Trust will have completed their management works and as such will be looking to step away from the agreement and pass everything back to BRCC.

It was agreed that STC and BRCC would need to meet to discuss how this will work moving forwards.

Following this change all the signage in the area would need to be replaced/updated as much of it referred to the Wildlife Trust.

The Working Group was advised that following works by the Internal Drainage Board (IDB) to clear ditches an area by the Girtford Bridge Layby (about 15m) still needed clearing. The area had become an eyesore and was causing pollution to the ditch. BRCC volunteers were not able to undertake the works, and as such STC were advised to get contractors in to look at clearing the area. The caveat to this was that it remained unclear who owned the land. The area was not accessible for a digger, which may have been the reason the IDB did not do it.

During works on the Riddy the IDB have created a ford from Lime paddock across to the Sandy side of the Riddy. The IDB were supposed to install gates to ensure cattle couldn't access the ford, these were not put in place and as such there is currently no way of stopping the cattle crossing (compromising any livestock management). An onsite meeting with Phil Lovesey of IDB would be important to ensure the required measures were installed before cattle come onto the area.

Other areas where the IDB's work had caused damage was also reported and it was agreed that the Town Council, as landowner, needed to ensure the IDB made good the damage they had caused. It was suggested that an onsite meeting with the IDB, STC, Aidan and Richard take place to ensure works needed to secure the site were undertaken before the 15th May, when cattle would be returning to the area.

6.0 Works and Maintenance Schedule:

The following works have been identified as needing to be carried out:

- Knee rail at the Riddy needs replacing. This was installed for wheelchair users, to prevent anyone rolling down the bank into the river. However, before any work is undertaken it would be advisable to understand if this facility was still required? It was originally installed by Central Bedfordshire Council along with an easy access fishing platform and easy access kissing gate. The works here are likely to be costly so it was important to understand the need before contracting the works to be completed.
- Fence repairs are required before cattle come onto site, 50 posts will need replacing and some of the gaps in the fence are too large so need extra barbed wire – these works are all additional to what was installed last year. The cost for this is likely to be circa £500.
- Aidan reported that he might be able to repurpose some posts for this work from other works Highways England were carrying out to protect hedging along the A1. Potentially Highways England Finance might also cover the cost of the repairs to the drink if IDB are not amenable.
- The bridge over the Riddy stream at the Baulk comes under CBC's responsibility, but the repair works there still remained incomplete. Plastic barriers put in place as a temporary measure had been vandalised with some being thrown into the stream. The Working Group asked the Clerk to follow up with Ward Cllr Pashby to chase for action on this matter.

7.0 Wardens Report – The Riddy

Richard Lawrence reported that the following works had been completed:

- Hedge planting, about 80m from A1, had taken place, funded by Highways England to create additional habitat where fence kept getting cut down. The hedging was part of mitigation works for habitat damage caused by A1.
- Brash bundling had been placed under the A1 bridge to improve the habitat there and since fish had been seen thriving in the area.
- Some hedge planting had taken place by Girtford Bridge to infill gaps where the hedge had been destroyed.

8.0 Wardens Report – The Pinnacle

Works that needed completing included:

- The installation of a post and wire fence at the walkway under A1, to close a gap and stop cattle falling in the river.
- 15 trees from the new Community Forest were to be replaced in the Autumn.
- 3 trees would need pollarding in the Autumn (cost circa £1,000) which STC would need to pay for as the work did not come under

the stewardship agreement. 2 of the Willows have been pollarded in the past, but they all now need to be undertaken this year.

At the Pinnacle the following works had been undertaken:

- Clearance of intrusive brambles and replacement repairs of steps. Most of the latter work had been done using recycled wood so there was no cost for this, but Richard Lawrence pointed out that he may need to ask for STC to purchase wood for further works.
- The gate had been replaced and the rolling programme of works was being completed.
- People had been making new paths down the side of the hill, which Richard Lawrence was trying to stop by placing branches and brambles on the routes.
- Further steps would be needed to stop erosion in certain areas of the site.

9.0 The date of the next meeting

9th September at 16.00.

The meeting closed at 17.00

THIS AGREEMENT is made the day of 2024

BETWEEN

- (1) **THE WILDLIFE TRUST FOR BEDFORDSHIRE, CAMBRIDGESHIRE AND NORTHAMPTONSHIRE** (registered charity number England and Wales 1000412 and incorporated and registered in England and Wales with company number 2534145) whose registered office is at The Manor House, Broad Street, Great Cambourne, Cambridge CB23 6DH (“**the Licensor**”) and
- (2) (2) Mr G Kiddy of Solitaire Farm, Drove Rd, Gamlingay, Sandy, Beds (“**the Licensee**”).

NOW THIS AGREEMENT WITNESSES as follows:

1. **INTERPRETATION**

The following definitions and rules of interpretation apply in this Licence.

1.1 Definitions:

“**Accessway**” means the track, between points A and B and coloured yellow on the Plan.

“**Animal Legislation**” means the Animal Welfare Act 2006, the Welfare of Farmed Animals (England) Regulations 2007 (*SI 2007/2078*).

“**Basic Payment Scheme**” means the basic payment scheme established by Regulation (EU) No 1307/2013 and any similar replacement scheme and any similar additional scheme.

“**Cross Compliance Conditions**” means the statutory management requirements and the standards for good agricultural and environmental condition of land listed in Regulation (EU) 1306/2013 and all associated delegated and implementing acts and laws and all subordinate legislation, guidance and codes of practice made from time to time under them and any similar replacement or similar additional conditions, requirements and standards that must be complied with for full payment under the Basic Payment Scheme.

“**Entitlement**” refers to any entitlement, allocation, quota or other benefit under the Basic Payment Scheme.

“**Environmental Scheme**” means the environmental scheme to which the Land is subject by virtue of the agreement contained in the Third Schedule.

“**Grazing Land**” means the land shown edged red on the Plan and more particularly described in the First Schedule.

“**Licence Fee**” means the sum of £1 (if demanded).

“**Licence Period**” means the period from 15th May 2024 until 31st October 2024

“**Licensor’s Holding**” means the Licensor’s land that neighbours or adjoins the Grazing Land.

“**Permitted Use**” means to use the Grazing Land only for the purpose of grazing animals in compliance with the Environmental Scheme.

“**Plan**” means the plan attached to this Licence marked “Plan”.

“**Rights**” means the rights set out in the Second Schedule.

“**Service Media**” means all media for the supply or removal of electricity, water, sewage, and all other services and utilities and all structures, machinery and equipment ancillary to those media.

“**VAT**” means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.10 A reference to **writing** or **written** includes fax and e-mail unless expressly provided otherwise
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.12 References to clauses and Schedules are to the clauses and Schedules of this Licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.15 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this Licence are joint and several.

2. LICENCE

- 2.1 Subject to the terms of this Licence, the Licensor permits the Licensee to exercise the Rights for the Licence Period and for the purposes of the Permitted Use only in common with the Licensor and all others authorised by the Licensor.
- 2.2 The Licensor and the Licensee acknowledge that:
- 2.2.1 the Licensee shall exercise the Rights over the Grazing Land as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Licence;
- 2.2.2 the Licensor retains control, possession and management of the Grazing Land and the Licensee has no right to exclude from the Grazing Land the Licensor or others authorised by the Licensor;
- 2.2.3 this Licence is personal to the Licensee and is not assignable and the Rights may only be exercised by the Licensee or the Licensee's employees;
- 2.2.4 the Licensor and others authorised by the Licensor may enter the Grazing Land for any purpose other than for grazing (so far as is not inconsistent with the Licensee's use of the Grazing Land for the Permitted Use); and
- 2.2.5 the Licensor is the claimant under the Basic Payment Scheme and has the Grazing Land at their disposal for the purposes of the Basic Payment Scheme.
- 2.2.6 The Licensee will procure and administer all mineral supplements, veterinary, and medical treatments necessary for the Licensee's stock
- 2.3 The Licensor gives no undertaking to renew or extend the licence.
- 2.4 Without prejudice to the Licensor's rights under clause 12, the Licensor may at any time on giving not less than 7 days' notice require the Licensee to transfer the Licensee's livestock to alternative land elsewhere within the grazing land or within Licensor's Holding adjacent to the grazing land and the Licensee shall comply with the requirement without objection.
- 2.5 The Licensee shall:

- 2.5.1 use the Grazing Land only for the purpose of the Permitted Use;
- 2.5.2 stock the Grazing Land only with cattle for which they are the legally recognised keeper or passport holder
- 2.5.3 inform the Licensor and the APHA immediately of any outbreak or suspected outbreak of any Notifiable Disease of livestock;
- 2.5.4 at the Licensee's own cost, keep and produce on request by the Licensor and at the end of this Licence details of the stock kept on the Grazing Land and its movements including stock type or types, dates let on and taken off the Grazing Land and medical treatment;
- 2.5.5 notify the Licensor of any movements of stock on or off the Grazing Land within three (3) days of them being carried out (such notification to be provided in writing);
- 2.5.6 notify the Licensor immediately if the Licensee finds growing on the Grazing Land any injurious weeds specified in either the Weeds Act 1959 or the Ragwort Control Act 2003 and to co-operate with the Licensor to enable the Licensor to remove the injurious weeds.
- 2.5.7 at the end of the Licence Period leave the Grazing Land in good heart and condition and remove the Licensee's livestock, equipment and goods from the Grazing Land.
- 2.5.8 pay for all water consumed or wasted on the Grazing Land and all meter charges and costs of supply, if any when demanded;
- 2.5.9 pay to the Licensor the cost of making good all damage caused to fences, hedges and gates and any other fixed equipment on the Grazing Land.
- 2.6 The Licensee shall not:
 - 2.6.1 feed the stock on the Grazing Land with supplementary feed save in an emergency with the written consent of the Licensor (such consent not to be unreasonably withheld or delayed and with the request and consent to be communicated in writing);
 - 2.6.2 allow the Grazing Land to become damaged by the Licensee's use of vehicles or poached during wet weather conditions by the Licensee's livestock and if any such damage is being caused then upon demand from the Licensor the Licensee shall immediately remove the stock and/or discontinue the use of vehicles for as long as may be necessary;
 - 2.6.3 adversely affect any fences, or any game birds, ground game, wildfowl, fish or deer on the Grazing Land and ensure that no such damage is caused by the Licensee's livestock;
 - 2.6.4 bring on to the Grazing Land or cause or permit to be done anything by which any policy of insurance of the Licensor would or might be prejudicially affected;
 - 2.6.5 permit his stock to stray from the Grazing Land and shall indemnify the Licensor against any claims arising from such straying

- 2.6.6 leave litter on the Grazing Land
- 2.6.7 allow no more than 15 cattle to graze on the Grazing Land at any time.
- 2.6.8 in any circumstances use the Grazing Land for the training or exercising of horses in connection with a livery, riding school or any other non-agricultural business;
- 2.6.9 introduce or keep any of the following animals on to the Grazing Land:
 - 2.6.9.1 animals which have been administered with slow release, controlled-release, sustained-release, pulse-release, prolonged-release intraruminal bolus or capsule and/or ivermectin, macrocyclic lactone or generic alternatives as a medicine or pesticide within one (1) month of being allowed on to the Grazing Land;
 - 2.6.9.2 animals for which a licence is required under the Dangerous Wild Animals Act 1976;
 - 2.6.9.3 bulls over five (5) months in age;
 - 2.6.9.4 cows within one (1) month of calving;

PROVIDED THAT the types of animals specified in sub-clauses 2.6.9.3 to 2.6.9.6 may be permitted with the prior written consent of the Licensor and in respect of stallions over 6 months in age these shall only ever be permitted temporarily for breeding purposes.

3. LICENCE FEE

The Licensee shall pay the Licensor the Licence Fee in advance on the date of this Licence (if demanded) without any deduction together with any VAT as may be payable on the Licence Fee.

4. ALTERATIONS, ADDITIONS AND PLANNING APPLICATIONS

- 4.1 The Licensee shall not make any alteration or addition to the Grazing Land except that the Licensee is permitted to erect temporary livestock handling equipment on the Grazing Land for the handling of livestock grazed on the Grazing Land.
- 4.2 The Licensee shall not apply for any planning permission in respect of the Grazing Land.

5. BASIC PAYMENT SCHEME AND PAYMENTS

- 5.1 No Entitlement held or registered in the name of the Licensor is to be included within or transferred by way of this Licence.
- 5.2 The Licensee shall not:

- 5.2.1 whether personally or through any third party apply for any allocation of Entitlement in respect of the Grazing Land or any other part of the Licensor's Holding; or
- 5.2.2 whether personally or through any third party claim any payment in respect of the Grazing Land under the Basic Payment Scheme or the Environmental Scheme or any scheme of agricultural support without first having obtained the written consent of the Licensor which the Licensor shall be entitled to refuse for any reason; or
- 5.2.3 do anything or permit anything to be done or omit to do anything affecting the Grazing Land or any other part of the Licensor's Holding to cause the Licensor to be in breach of the Basic Payment Scheme or the Environmental Scheme or which may result in a reduction of any payment or liability to pay any penalty; or
- 5.2.4 do or omit to do, either during or on termination of this Licence, anything which may have the effect of reducing or transferring the Entitlement or payments available to the Licensor.
- 5.3 The Licensee shall:
 - 5.3.1 within 14 days of receiving a written request provide the Licensor with all information reasonably required by the Licensor in relation to the Licensee's occupation of the Grazing Land; and
 - 5.3.2 comply with the requirements of the Basic Payment Scheme including but not limited to greening and Cross Compliance Conditions to the extent that they apply to the Permitted Use and the Rights so as not to prejudice the ability of the Licensor to retain, apply for or receive any Entitlement or payment under the Basic Payment Scheme or Environmental Scheme; and
 - 5.3.3 do all things which the Licensor may reasonably require to facilitate the retention of Entitlements and payment under the Basic Payment Scheme or the Environmental Scheme;
- 5.4 If there is any reduction or cancellation of any of the Licensor's Entitlements or reduction in payments to the Licensor through any default by the Licensee, the Licensee shall, within two months of the loss, at the discretion of the Licensor:
 - 5.4.1 procure replacement Entitlement to the satisfaction of the Licensor or his agent; or
 - 5.4.2 pay the Licensor the open market value of the Entitlement, such value to be determined by an independent expert to be appointed by agreement between the parties, or in default of agreement, by the President of the Royal Institution of Chartered Surveyors (RICS); or
 - 5.4.3 pay such sum as represents the loss to the Licensor including all costs of acquiring replacement Entitlement and any other losses incurred by the Licensor.
- 5.5 The Licensee shall exercise the rights granted under this Licence in compliance with the requirements of the Environmental Scheme and shall do all things which the Licensor may reasonably require to achieve the allocation and retention of payments under the Environmental Scheme.

6. **INSURANCE**

- 6.1 The Licensee shall not to do anything that may vitiate in whole or in part any insurance effected by the Licensor in respect of the Grazing Land or the Licensor's Holding.
- 6.2 The Licensee shall maintain throughout the Licence Period insurance for a minimum amount of £5 million against liability to third parties for loss, injury or damage arising from the Licensee's use of the Grazing Land and Accessway including any liability under the Animals Act 1971 arising because of an escape of any livestock.

7. **COMPLIANCE WITH LICENSOR'S REQUIREMENTS AND STATUTES**

- 7.1 The Licensee shall not to obstruct the Accessway or allow others to obstruct it.
- 7.2 The Licensee shall only bring on to the Grazing Land sheep and cattle that are fully accredited against brucellosis and tuberculosis and not bring any diseased or dangerous (whether as a result of disease or otherwise) animals onto the Grazing Land. If the Licensee brings any animals on to the Grazing Land in contravention of this clause, the Licensor shall be at liberty to treat it as a trespasser and impound it at the expense of the Licensee;
- 7.3 The Licensee shall remove any dead livestock from the Grazing Land within 24 hours of becoming aware of its death.
- 7.4 The Licensee shall comply with:
 - 7.4.1 any reasonable rules and regulations governing the Licensee's use of the Grazing Land and the Accessway that the Licensor may make and notify to the Licensee in writing from time to time; and
 - 7.4.2 all requirements and recommendations of any suppliers of any services to the Grazing Land; and
 - 7.4.3 all laws, statute, regulation, by-law and code of practice governing or affecting the Grazing Land and the use of the Grazing Land by the Licensee, and without prejudice to this obligation to comply with all laws, the Licensee shall comply with all Animal Legislation.

8. **NUISANCE**

- 8.1 The Licensee shall not:
 - 8.1.1 do or permit to be done anything on or near the Grazing Land that is illegal or that may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property; or
 - 8.1.2 cause or permit to be caused any damage to the Grazing Land or to any neighbouring land or buildings or to other property of the Licensor, its tenants, occupiers or licensees, or any owner or occupier of neighbouring property.

9. **INDEMNITY**

- 9.1 The Licensee shall indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- 9.1.1 this Licence;
 - 9.1.2 the exercise of any rights given in this Licence;
 - 9.1.3 any breach of the Licensee's obligations in this Licence;
 - 9.1.4 any breach by Licensee of any Cross Compliance Conditions;
 - 9.1.5 any breach by the Licensee of the Animal Legislation; or
 - 9.1.6 the escape of any animals from the Grazing Land or Accessway where such escape is caused by an act or omission on the part of the Grazier.

10. **TRESPASS**

The Licensee shall not permit any trespass on the Grazing Land.

11. **LIEN ON LIVESTOCK**

The Licensor shall have a lien upon the Licensee's livestock from time to time on the Grazing Land for any sum owing or expenses incurred under this Licence for which the Licensee is liable and this lien may be enforced by the sale of any animal or animals belonging to the Licensee on the Grazing Land.

12. **TERMINATION**

12.1 This Licence shall end on the earliest of:

- 12.1.1 the end of the Licence Period;
- 12.1.2 immediately on the happening of any of the following events:
 - 12.1.2.1 the Licensee goes into liquidation (other than a member's voluntary liquidation for the purposes of reconstruction or amalgamation of a solvent company where the reconstructed or amalgamated company assumes the obligations of the liquidated company);
 - 12.1.2.2 an administration order is made against the Licensee;
 - 12.1.2.3 a receiver or manager is appointed in respect of the Licensee's affairs or the whole or any part of his property or undertaking;
 - 12.1.2.4 the Licensee (if an individual) dies or becomes incapable by reason of mental or physical illness of discharging his obligations hereunder or is the subject of a bankruptcy petition or bankruptcy order or (if a company or partnership or other body) ceases to exist;

- 12.1.2.5 the Licensee enters into any arrangement or composition with his creditors (including for the avoidance of doubt any voluntary arrangement within the meaning of Part I or Part VIII of the Insolvency Act 1986);
 - 12.1.2.6 the Licensee commits any serious or persistent breach of this Licence which is capable of rectification and after the Licensor has given notice to the Licensee of such breach or breaches the Licensee fails within such reasonable period as the Licensor may specify to rectify such breach or breaches;
 - 12.1.2.7 the Licensee commits any serious or persistent breach of this Licence which is not capable of rectification.
- 12.1.3 on the Licensor giving the Licensee one month's notice in writing at any time sent to the Licensee's address as set out in this Licence and on the expiry of such notice this Licence will terminate immediately and the Licensee will remove his stock from the Land,
- 12.2 If this Licence is terminated in accordance with clause 12.1.3, the Licensor will refund to the Licensee a proportion of the Licence Fee calculated on a pro rata basis for each day of the Licence Period following termination.
- 12.3 Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under this Licence which existed at or before the date of termination.
- 13. NOTICES**
- 13.1 Except where this Licence specifically states that a notice need not be in writing, any notice given under or in connection with this Licence shall be:
 - 13.1.1 in writing and for the purposes of this clause an e-mail is not in writing; and
 - 13.1.2 given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business or residence.
- 13.2 If a notice complies with the criteria in clause 13.1, whether or not this Licence requires that notice to be in writing, it shall be deemed to have been received:
 - 13.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 13.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Licence.

14. NO WARRANTIES FOR USE OR CONDITION

14.1 The Licensor gives no warranty that the Grazing Land is or will remain fit for the Permitted Use or that the Accessway is in a safe condition and physically fit for the uses specified in the Second Schedule.

15. LIMITATION OF LICENSOR'S LIABILITY

15.1 Subject to clause 15.2, the Licensor is not liable for any of the following:

15.1.1 the death of, or injury to the Licensee, its employees, or invitees to the Grazing Land; or

15.1.2 damage to any property of the Licensee or that of the Licensee's employees, or other invitees to the Grazing Land; or

15.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, or other invitees to the Grazing Land in the exercise or purported exercise of the rights granted by *the Second Schedule*.

15.2 Nothing in clause 15.1 shall limit or exclude the Licensor's liability for:

15.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or

15.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

16. THIRD PARTY RIGHTS

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

17. DISPUTES

Any dispute arising under this Licence shall be determined by an independent expert, who shall act as an expert and not as an arbitrator. The parties shall agree on the appointment of the expert and the terms of the expert's appointment. In the absence of agreement, either party is entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the expert and agree the terms of the expert's appointment. The parties are entitled to make written submissions to the expert. The expert's decision shall be final and binding on the parties in the absence of manifest error or fraud. The expert's fees and any costs incurred by the expert shall be borne by the parties equally or in such other proportions as the expert shall direct.

18. DATA PROTECTION

The Licensor and Licensee shall comply with the provisions of the Data Protection Act 2018 with respect to the processing of personal data necessary to fulfil the terms of this Licence Agreement.

THIS AGREEMENT has been entered into on the date stated at the beginning of it

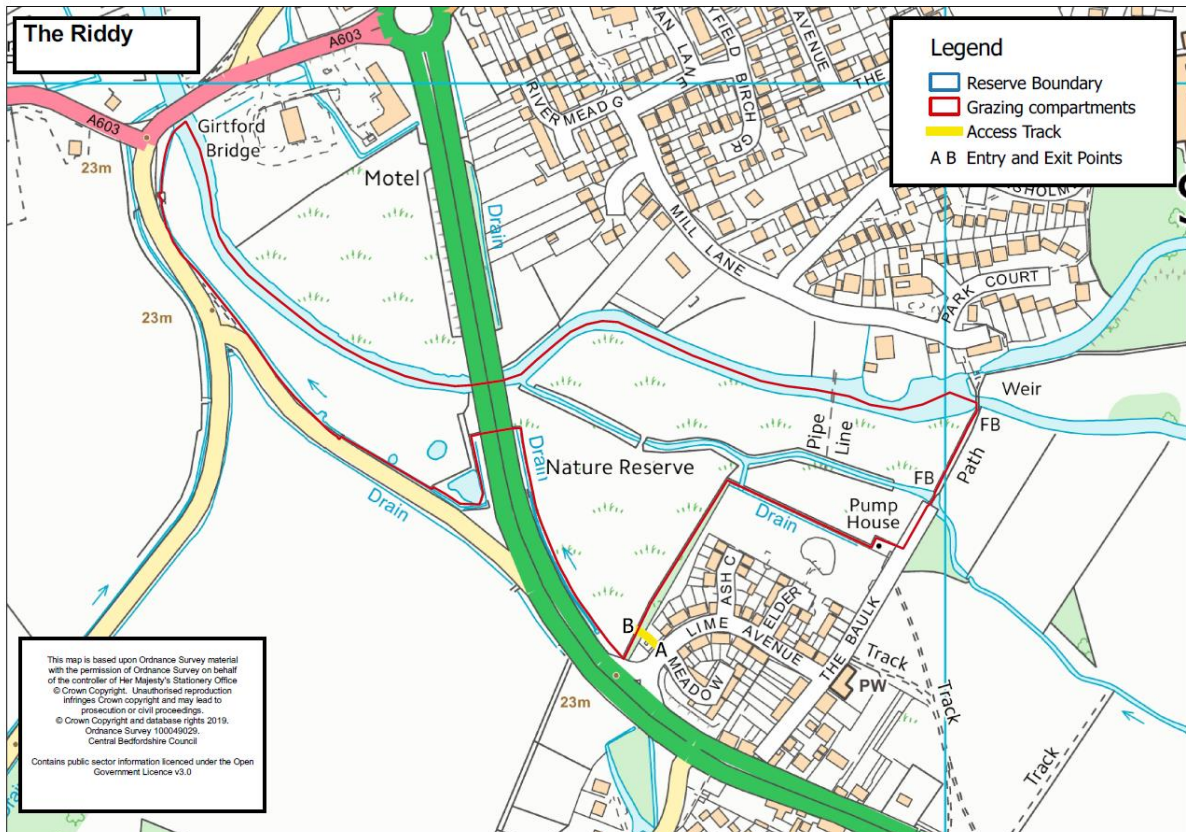
THE FIRST SCHEDULE
The Grazing Land

OS Grid reference number	Description	Acreage
TL 16684862	The Riddy	18
		18 (total acreage).

THE SECOND SCHEDULE Rights Granted to the Licensee

1. RIGHT TO USE THE ACCESSWAY

- 1.1 The Licensee may pass and repass over and along the Accessway with or without vehicles and machinery and animals for all purposes permitted under this Licence but not for any other purpose.



THE THIRD SCHEDULE

Environmental Scheme Agreement

Part I

HK16 - Restoration of grassland for target features

Land parcels and associated features managed under this option:

RLR Field Number: TL16487060

Features: SM06 Otter

RLR Field Number: TL16488570

Features: SM08 Water Vole

RLR Field Number: TL16488963

General description of the management required:

This option is aimed at adjusting the management of existing semi-improved or rough grassland which is known to provide good conditions for target species and to protect other features, such as historic sites. The restoration of semi-improved and rough grassland will strengthen the mosaic of pastoral landscapes. This option may be applied to grassland Priority Habitat types, but which occur in land parcels that are extensively managed due to topography and location, for example species-rich upland calcareous grassland in large allotments. It may also be used to restore grassland which has limited biodiversity value, but which has been created under a classic scheme for other objectives, such as protection of the historic environment.

Indicators of Success

- In all years from 1 September to 28 February at least 10% of the whole field should have grasses that are allowed to go to seed and with the seed heads left undisturbed.
- By year 5, the cover of rushes should be less than 40% and on the remainder the cover of tussocks of grass or sedge (year-round) should be between 5 and 60%. (A tussock is a single plant or a clump of plants at least 15cm wide, that is more than 5cm taller than the surrounding vegetation.)
- By year 5, wet ditch (The Riddy) should have aquatic vegetation cover (submerged, floating and emergent) of between 40% and 75% of water area to maintain the habitat requirements of target species Water Vole. This should include at least 2 of the following plant species Water whorl grass, Celery-leaved buttercup, Starwort, Greater water dock, Greater pond sedge, Reed sweet grass. Filamentous Algae should be less than 5% cover, duckweed should be less than 75% cover.
- In all years, populations of nationally rare Water Vole and European Otter should be maintained.
- By year 7, at least 3 wildflower species eg Meadow vetchling, Cuckoo flower, Birds-foot trefoil, Cowslip typical for BAP grassland habitat flood-plain meadow should be occasional in the sward.

Management Prescriptions; the dos and don'ts of management

The following rules apply across the whole area being managed under this option.

- From year 1 onwards, manage the sward by grazing with cattle from mid-May, and late cutting if necessary to achieve a sward height of between 5cm and 15cm during early summer and between 5cm and 15cm in November. Do not exceed a stocking density of 0.6 LU per ha between May and early June to allow early flowering plants to set seed and spread.

- Field operations and stocking must not damage the soil structure or cause heavy poaching. Small areas of bare ground on up to 5% of the field are acceptable. Take particular care when the land is waterlogged.
- Do not graze between 30 November and mid-May.
- Do not apply fertilisers, organic manures or waste materials (including sewage sludge).
- Supplementary feeding is confined to the feeding of mineral blocks. Feeders and troughs must not be used. All feeding sites should be on available hard surface or moved regularly to minimise damage to soils and vegetation and must never be placed on historic features. Care must be taken to avoid damage by vehicles
- Ploughing, sub-surface cultivation and modifications to the existing drainage system are not permitted, except as part of a sward enhancement plan agreed with your Adviser. This includes subsoiling and mole ploughing. Routine maintenance of functioning drainage systems is allowed.
- Do not top, roll or harrow between 1 November and 30 June. Do not treat more than 30% of the total grassland area in any one year, and always leave a minimum of 5% tussocks / longer grass.
- Control undesirable species such as Creeping Thistle / Spear Thistle /Curled Dock /Broad-leaved Dock /Common Ragwort /Common Nettle / Himalayan Balsam so that by year 5, their cover is less than 25% of the area. Agree all methods of control with your Natural England adviser.
- Retain all standing and fallen dead wood unless it presents a genuine safety hazard.

Signed for and on behalf of)
THE WILDLIFE TRUST FOR BEDFORDSHIRE,)
CAMBRIDGESHIRE AND NORTHAMPTONSHIRE)

SIGNED by (Licensor))

Print)

Date)

SIGNED by (Licensee))

Print)

Date)



9th April 2024

Dear Councillor,

Lowfield Solar Farm – Introduction to Solar Farm Proposal at Sandy

I write to you on behalf of Renewable Connections, a UK renewable energy developer. We would like to take this opportunity to introduce ourselves and advise you about a proposed new solar energy project in your local area that we are in the early stages of planning.

Renewable Connections is a leading developer of solar projects across the UK. We are currently reviewing opportunities for a project located on land at Lowfield Farm, Sandy, Bedfordshire, SG19 2DD. The site will have a generating capacity of up to 26.5 megawatts (MW) of electricity that will be distributed into the local electricity network, enough to power up to 9,588 homes annually. The site has been chosen because of its minimal landscape intrusion and its relatively unconstrained environmental and ecological features.

Central Bedfordshire Council (CBC) have declared their own climate emergency and in September 2020 published the Central Bedfordshire Sustainability Plan 2020-2030 that details the Council's aim to facilitate investments in ground-mounted PVs and solar farms. The Plan also states that CBC will work with Farm Estate tenants to create a decentralised network of solar farms whilst minimising impacts on existing habitats. Renewable Connections is dedicated to addressing the climate emergency and providing valuable ecological benefits to local communities. We have recently been undertaking preliminary environmental surveys.

A request for an Environmental Impact Assessment Screening Opinion has been submitted to CBC.. We hope to submit a planning application for the site in Summer 2024.

Consultation of residents, businesses and community representatives is underway to provide information about the early stage proposals, answer questions and to receive valuable feedback. All comments received will be taken into consideration and incorporated into the scheme, where appropriate, for the formal planning application ready for submission later this year.

As part of our public consultation process, we will be hosting a public event on Tuesday 30th April 2024, 3pm to 7pm at The Roundabout Club, Bedford Road, Sandy, Bedfordshire, SG19 1EL, which you are most welcome to attend. We will also be writing to residents and businesses within the vicinity of the site, inviting them to attend the consultation and outlining details about the proposed solar farm and how they can provide feedback.

Email: lowfieldsolar@renewableconnections.co.uk

Website: www.lowfieldsolarfarm.co.uk

Address: Lowfield Energy Centre Limited, 4th Floor LDN:W, 3 Noble Street, London, EC2V 7EE



Further information about the project can be found on the project website – lowfieldsolarfarm.co.uk. We hope this letter is a helpful introduction to our plans, if you do have any further questions please do not hesitate to contact me via the details below.

Kind regards,

A handwritten signature in black ink, appearing to be "Rebecca Lo", written over a faint, stylized graphic element.

Rebecca Lo
Development Manager

Email: r.lo@renewableconnections.co.uk

Telephone: +44 (0)7425 806999

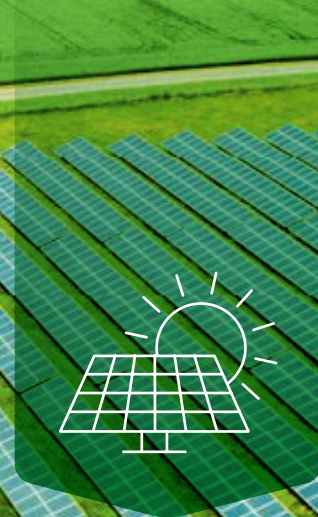
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LOWFIELD SOLAR FARM



A proposed solar farm of up to 26.5MW capacity in Sandy, Bedfordshire

Renewable Connections is investigating the potential for a solar energy project in Sandy, Bedfordshire. Once operational, the project could supply enough power for up to 9,588 homes, and save up to 5,077 tonnes of CO₂ each year. As we prepare a planning application to submit to Central Bedfordshire Council, Renewable Connections is undertaking a 5 week consultation period to inform local communities of our proposed plans and invite any feedback.

More information on the project, our plans, and how you can engage with us is available on our website at: lowfieldsolarfarm.co.uk

Public consultation event

Tuesday 30th April 2024, 3pm to 7pm at The Roundabout Club, Bedford Road, Sandy, Bedfordshire, SG19 1EL.

If you are unable to attend the consultation event please feel free to contact us directly for more information about the project.

Have your Say

Please provide any comments you have on the proposal either via the project website, or by email or post using the details provided below. Comments provided by the local community will be taken into consideration and incorporated into the scheme, where appropriate, for the formal planning application. There will also be comment forms provided at the consultation event.



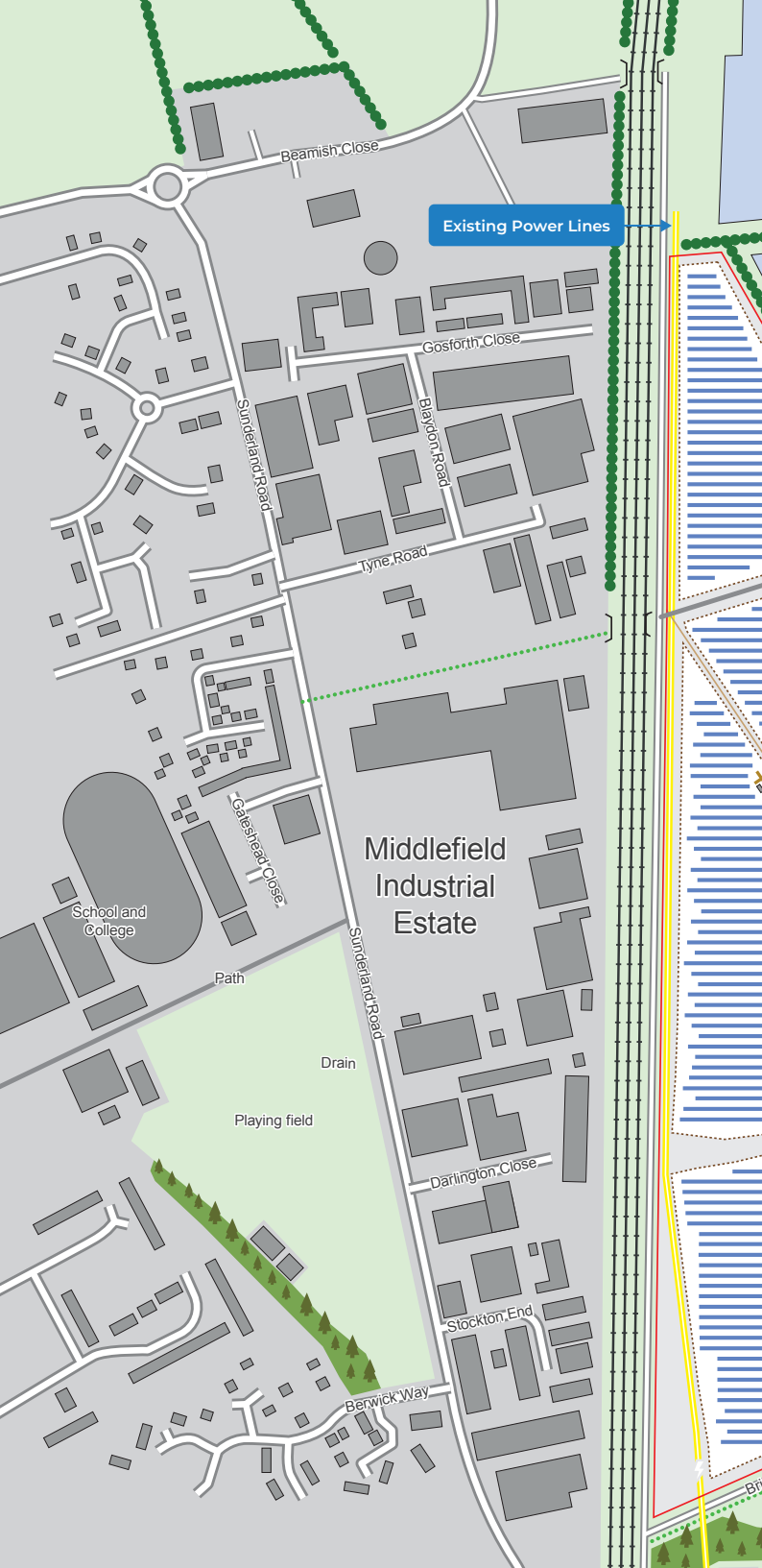
Up to 5,077 tonnes of CO₂ saved annually



Up to 27,896 MWh generated per year



Up to 9,588 homes powered



THE PROPOSED SITE

The site proposed for Lowfield Solar Farm comprises approximately 47 hectares of land located at Lowfield Farm, Sandy, Bedfordshire. The site is located north east of the village of Sandy and to the south west of the village of Everton.

The solar farm will have a capacity of up to 26.5MW and will be operational for up to 40 years. After that time, all of the installations will be removed and the land will be restored to its current state but with improved soil health and biodiversity.

The Proposed Development would include a package of landscape, ecological, and biodiversity benefits that could include the installation of barn owl boxes, bird nesting boxes, beehives, log piles, restoration of traditional field boundaries, and other hibernacula such as small buried rubble piles suitable for reptile species, amphibians and insect life.

Any existing hedgerows would be bolstered with additional hedgerow and tree planting, where required, in addition to potential new mitigation planting around the boundaries of the Site, in order to provide natural screening where appropriate. Land between and beneath the panels can be used for biodiversity enhancements and as seasonal grazing for sheep if desired.

Our plans are still in the development stages, so our design proposals will evolve as we gather local input and consider the results of our environmental assessments.



WHY SOLAR?

Central Bedfordshire Council declared their own climate emergency in 2019 and has since published the Central Bedfordshire Sustainability Plan of which a key focus is facilitating investments and the delivery of renewable energy infrastructure in the district.

This site has been identified following extensive site selection across Bedfordshire which took into account environmental designations, local electricity network access and capacity, the physical characteristics of the site, and a supportive landowner.

Further analysis and surveys were undertaken to better understand ecology and landscape impacts, and other factors such as flood risk, ecology, landscape and access.

FAQ'S

Will there be any impacts on local roads?

For a period of approximately 24 weeks during construction, there will be deliveries of equipment to the site. Renewable Connections will put in place measures to manage impacts of construction traffic and these measures will be included in a Construction Traffic Management Plan that will be submitted with the planning application. There will be infrequent maintenance visits to the site during operation.

Will there be any permanent impact?

Solar farms are temporary and the land will be fully reinstated to farmland once the equipment is removed at the end of the project life. The development proposes a life span of up to 40 years. The land is not brownfield land, and is not able to be converted into residential or commercial development following the decommissioning of the site.

Does solar pose a health risk?

No - solar is a passive technology which doesn't produce any harmful by-products.

Are solar farms noisy?

No – solar farms are not noisy, producing no more than normal background levels of sound similar to wind or distant traffic beyond the site boundary.

What are the benefits to the local community?

Renewable Connections is committed to maximising benefits for the local Community. We will establish a Community Benefit Fund and support local good causes. The project will incorporate a range of ecological and wildlife enhancements on site.

ABOUT US

The Renewable Connections team is unlocking hundreds of megawatts of solar, energy storage and hydrogen across the UK, increasing energy independence and supporting the country's net zero targets. We are committed to developing high-quality projects which see benefits delivered to local residents and the natural environment.

Find out more at
lowfieldsolarfarm.co.uk



Website



Feedback Form

Delivering our future energy needs today.



SANDY
Town Council

SANDY TOWN COUNCIL ACTION PLAN 2023/24

The following Action Plan summarises and prioritises the Council's activities and projects that will continue to be worked on over the remainder of the 2023/24 financial year. The action plan is mainly project based and does not take into account the daily business of the Council, such as routine maintenance and administration, dealing with and carrying out actions resulting from public enquiries, completing training and statutory activities (e.g. internal audit).

Town Council Projects			
Project Title	Actions	Responsibility	Timescales
2023/24 Activities			
Cemetery Extension	<ol style="list-style-type: none"> 1) Agree cemetery final design with CDS and get costs for next stage of project. 2) Tender document for landscape contractors goes out 3) Planning Conditions Application 4) Construction/Landscaping 5) Update for burial regulations to incorporate extended area 6) Practical Completion 7) Site Open 	<ol style="list-style-type: none"> 1) CWG 2) Clerk/CWG/CDS 3) CDS 4) CDS/Contractor 5) CWG/Admin Team 6) Contractor/CDS 7) STC 	Complete May 2024 Complete February 2025 August 2024 February 2025 May 2025
Jenkins Pavilion Development	<ol style="list-style-type: none"> 1) Construction Phase 2) Agree terms of lease 3) Agree management terms 4) Agree Profit Share 	<ol style="list-style-type: none"> 1) CBC/Pentaco/STC 2) STC/CBC/Solicitors 3) STC/CBC/Everyone Active 4) STC/CBC 	Ongoing Complete Complete Complete
Sandye Place Academy	<ol style="list-style-type: none"> 1) Ongoing liaison with parties who have decision making power over 	<ol style="list-style-type: none"> 1) STC/Clerk/CBC 	Ongoing

	<p>the future of the facility and joint work with CBC Ward Councillors</p> <p>1a) Cllr Hewitt invited to join meeting with Steve Watkins, Iain Berry and Sandy Ward Councillors to present NHP Aspirations 24th November. No decisions taken.</p> <p>1b) Working Group to meet 30th January 2024</p> <p>2) Continue to communicate STC’s vision via the Neighbourhood Plan of how Sandye Place could benefit the community and help build a sustainable and well-planned town.</p> <p>3) Submit application for Sandye Place to be listed as an Asset of Community Value</p>	<p>1a) Cllr Hewitt</p> <p>1b) CBC, Mayor/NHP Representative/Clerk</p> <p>2) STC/Clerk/NHP</p> <p>3) Richard Barlow/Clerk</p>	<p>Completed</p> <p>Jan 2024</p> <p>Ongoing</p> <p>Completed</p>
<p>Allotments Beeston Village site</p>	<p>1) Pursue lease with CBC regarding allotment land at Beeston (Village Site)</p> <p>2) Undertake conditions survey of land to understand it’s suitability for allotments</p> <p>3) Engage National Allotment Society to create a map/plan of the site</p> <p>4) Undertake soil assessment of site</p> <p>5) Agree lease for site</p> <p>6) Work starts on allotment development</p> <p>7) Meeting with Stephen Mooring to discuss STC requirements/specifications</p>	<p>1) Clerk/Solicitor/CBC</p> <p>2) Deputy Clerk/Andrew Havergal</p> <p>3) STC/NAA/Clerk/BWG</p> <p>4) TBC</p> <p>5) STC/CBC</p> <p>6) Contractor/STC</p> <p>7) STC/CBC</p>	<p>7th August 2023</p> <p>Completed</p> <p>On Hold</p> <p>On Hold</p> <p>On Hold</p> <p>On Hold</p> <p>Complete</p>
<p>Provision of Allotments</p>	<p>1) Engage with 3rd parties to identify appropriate land for lease</p>	<p>1) Clerk/STC/CBC</p>	<p>Ongoing</p>
<p>Community Emergency Action Plan</p>	<p>1) Update the current plan and check all contacts are still relevant</p> <p>2) Undertake emergency equipment audit</p> <p>4) Translate plan into new CERT template</p>	<p>1) Clerk/Admin</p> <p>2) Outdoor Team Leader/ Deputy Clerk</p> <p>3) Clerk/Admin</p>	<p>Complete</p> <p>Complete</p> <p>Complete</p>

	<ul style="list-style-type: none"> 5) Make up emergency kit box 6) Have plan checked by BLEVEC members 7) Publish plan and keep copies in the office and depot 	<ul style="list-style-type: none"> 4) Clerk/Admin 5) Clerk/BLEVEC 6) Clerk/Admin 	<ul style="list-style-type: none"> May 2024 May 2024 May 2024
EastWest Rail, A1 and Blackcat Roundabout	<ul style="list-style-type: none"> 1) Representatives to attend meetings of neighbouring parishes and with local MP to consider areas of joint concern and priority for STC. 	<ul style="list-style-type: none"> 1) STC Reps/Mayor 	Ongoing
Sunderland Road Recreation Ground and Bedford Road Recreation Ground Pitch Improvements	<ul style="list-style-type: none"> 1) Engage with Football Foundation regarding funding and surveys of the area 2) Apply for grant 3) Create project plan and schedule for works together with training in conjunction with contractor. 	<ul style="list-style-type: none"> 1) Deputy Clerk/Outdoor Team Leader 2) Deputy Clerk/Clerk 3) Deputy Clerk/Clerk/Outdoor team Leader/PitchPower. 	<ul style="list-style-type: none"> Ongoing TBD TBD
Christmas Lights Event	<ul style="list-style-type: none"> 1) Determine Project Plan 2) Create event plan and timetable and undertake RA 3) Apply for road closures 4) Engage with stall holders 5) Book entertainment and stage (including Father Christmas) 6) Book First Aid Cover 7) Publicity 	<ul style="list-style-type: none"> 1) Event Working Group 2) Clerk/Event Organiser 3) Admin 4) Admin/Event WG 5) Admin/Event WG 6) Admin 7) Admin/Event WG 	<ul style="list-style-type: none"> Complete Complete Complete Complete Complete Complete Complete
Sandy Green Wheel	<ul style="list-style-type: none"> 1) Agree dates for Green Wheel Walks 2) Mayors Green Wheel Walk 3) Attendance at Friends of Sandy Green Wheel Meetings 	<ul style="list-style-type: none"> 1) Event WG 2) Event WG 3) STC Reps/Clerk/Deputy Clerk. 	<ul style="list-style-type: none"> Jan 2024 Complete TBD

Office Space Re-organisation	1) Agree new office layout for Admin Team making best use of available space. 2) Agree any costs with PF&R 3) Undertake move of furniture 4) IT/telephony set up	1) Clerk/Mayor/Admin Team 2) Clerk/PF&R 3) Clerk/Admin Team 4) Chess/Admin Team	Complete Complete April 2024 TBC
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Town Council	
2023/24 Activities	
On-Going Activities/Business as usual	
Council meetings	Agendas, attendance at and minutes of, reports, administration
Council Administration	Administration, printing, stationery orders, cleaning supplies, chamber bookings
Actions	Taking forward actions as agreed in meetings including procurement of equipment and undertaking surveys
Customer/Resident Queries	Administration and response to all queries that come into the Office via post, email, telephone, web enquiries and office walk-ins.
Public Engagement	Creating stories and posts for the website and social media, sending out press releases and proactively seeking opportunities to promote the council and its services. Seasonal Newsletter. Designing and undertaking public consultations.
Cemetery Management	Undertaking all aspects of cemetery management from liaising with families, undertakers and stone masons, to the administration of legal documentation and ensuring all burial and memorial records are completed to required standards. Ongoing maintenance of the cemetery area and chapel.
Council Website	Continued maintenance and update
Civic Matters	Honorary Freeman & the Mayor's Award
IT & Office Equipment	Administration and supply
Buildings Maintenance	Maintenance of Council owned estate including 10, Cambridge Road, Public Toilets, Car Park and Depot.
Utilities	Administration and Supply
Vehicles	Administration and Maintenance
Fishing Licences	Administration and Supply
Tourist Bookings	Administration

Human Resources	Payroll, administration of staff annual leave and sick leave, staff recruitment and training, appraisals, and personal development
Museum	Administration of visits to the museum and conducting tours as and when required
Events	Organising and running two seasonal markets, event planning and organisation for larger national events and any other STC Annual Events including Christmas Lights Event and Remembrance Sunday Parade. Other events organised as required
Open spaces	Maintenance and upkeep of all open spaces and recreation grounds owned by STC. Administration of land use requests such as fairs, community events, Sandy 10 etc