



# Shaftesbury Town Council

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To: Members of Shaftesbury Town Council's  
**Recreation, Open Spaces and Environment Committee,**  
Councillors: Hall (Chair), Kirton (Vice-Chair), Cook, Jackson, Loader, Proctor

All other recipients for information only.

You are required to attend a meeting of the Committee  
**to be held at 7.00pm on Tuesday, 06 June 2017 in the Council Chamber, Shaftesbury  
Town Hall**

For the transaction of the business shown on the agenda below.

**Claire Commons**

**Town Clerk**

Members are reminded of their duty under the Code of Conduct

## Public Participation

The Chairman will invite members of the public to present their questions, statements or petitions submitted under the Council's Public Participation Procedure.

Members of the public and Councillors are entitled to make audio or visual recordings of the meeting provided it does not cause disruption or impede the transaction of business. Out of courtesy to those present, the Council requests that intention to record proceedings is brought to the Chairman's attention prior to the start of the meeting.

Agenda Item	
<b>01. Apologies</b>	To receive and consider for acceptance, apologies for absence
<b>02. Declarations of Interest and Dispensations</b>	Members and Officers are reminded of their obligations to declare interests in accordance with the Code of Conduct 2012. The Clerk will report any dispensation requests received.
<b>03. Minutes</b>	To confirm as a correct record, the minutes of the previous meeting of the Committee.
<b>04. Bees</b>	To consider a 'bee week' to celebrate Shaftesbury's third year being bee-friendly

**p3**  
Report 0617ROSE04

Agenda Item		
<b>05. Donkey Field</b>		<b>p4</b>
To consider the Donkey Field agreement		
		Report 0617ROSE05
<b>06. Strategic Plan</b>		<b>p8</b>
To consider the detail plans of the Recreation, Open Spaces and Environment elements of the Strategic Plan.		
		Report 0617ROSE06
<b>07. Polytunnel allotment request</b>		<b>p10</b>
To consider a request for a polytunnel on an allotment plot at St James' Allotments.		
		Report 0617ROSE07
<b>08. Wincombe Recreation Ground</b>		<b>p11</b>
To consider replacement equipment for the Wincombe Recreation Ground play area.		
		Report 0617ROSE08
<b>09. Mampitts Community Land</b>		<b>p12</b>
To identify current trends in responses received and determine additional public engagement points		
		Report 0617ROSE09
<b>10. Salisbury Street Green</b>		<b>p13</b>
To consider request to take ownership of Salisbury Street Green		
		Report 0617ROSE10
<b>11. Charter Branch</b>		<b>p14</b>
To consider becoming a local council Charter Branch		
		Report 0617ROSE11
<b>12. Officer Report and Future Meetings of the Committee</b>		<b>p15</b>
To receive any correspondence and updates relating to the work of the Committee, to confirm the date of the next meeting and to identify matters for inclusion on the agenda.		
		Report 0617ROSE12

(End)

**Report 0617ROSE04 to a Meeting of Shaftesbury Town Council's  
Recreation, Open Spaces and Environment Committee,  
to be held at 7.00pm on Tuesday, 06 June 2017 in the Council  
Chamber, Shaftesbury Town Hall**

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**Bees**

**1. Purpose of Report**

To consider a 'bee week' to celebrate Shaftesbury's third year being bee-friendly.

**2. Recommendation**

- 2.1. That the Council host a 'bee week' and initiate further bee friendly initiatives including identifying bee friendly zones in celebration of the third year being bee-friendly.

**3. Background**

- 3.1. In June 2015 the Council began work with Brigit Strawbridge to plant the Queen Mother's Garden as a low maintenance bee friendly garden thus starting the Council's journey towards being a bee friendly town.
- 3.2. In February 2016 the Council continued its bee friendly initiative by resolving to have a complete ban of the use of glyphosates in sensitive areas such as those rich in wildlife, play areas and dog walking areas and high profile tourist areas.
- 3.3. Brigit Strawbridge has been invited to speak briefly to the Committee on proposed activities for bee week.
- 3.4. There is no official 'bee friendly accreditation' however, the Town Council may wish to identify bee friendly zones and mark the areas with bee friendly logos, more information can be seen at <http://www.biobees.com/beefriendlyzone/>



**4. Financial Implications**

- 4.1. Financial implications are to be determined depending on what activities the Council wishes to carry out.

(End)

Report Author:  
Claire Commons  
Town Clerk

**Report 0617ROSE05 to a Meeting of Shaftesbury Town Council's  
Recreation, Open Spaces and Environment Committee,  
to be held at 7.00pm on Tuesday, 06 June 2017 in the Council  
Chamber, Shaftesbury Town Hall**

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**Donkey Field**

**1. Purpose of Report**

To consider the Donkey Field agreement

**2. Recommendation**

- 2.1. That the Donkey Field Community Orchard Management Agreement be approved for signature.

**3. Background**

- 3.1. At its meeting on 19<sup>th</sup> July 2016 it was resolved to grant a temporary licence and then prepare a 5-year licence with option to continue with a supporting 5 year management plan. The licence to be based on the licence used for Bridport's Community Orchard.
- 3.2. The agreement has been drawn up and a draft considered by members of the Donkey Field and is provided at **Appendix A**.
- 3.3. There has been discussion about insurance and the Town Council's insurers advise that the Council could add the volunteers to its policy if they were under the control of the council, and the council were carrying out risk assessments/training etc. in that instance, the insurers would need to know how many volunteers/what they do & how often. If the volunteers work independently of the council they should have their own cover as any negligence could fall to them.
- 3.4. The Grounds Team have identified that the amount of work identified in 7.4 of the agreement could be accomplished within the routine rounds of grounds maintenance and would equate to approximately 37 hours per year.

**4. Financial Implications**

- 4.1. There is an implication equating to 37 hours of work within the routine staff and responsibilities of the grounds team.

(End)

Report Author:  
Claire Commons  
Town Clerk

**MEMORANDUM OF UNDERSTANDING  
THE DONKEY FIELD COMMUNITY ORCHARD MANAGEMENT AGREEMENT**

**THIS** Memorandum of Understanding is made the            day of            2017

**BETWEEN**

- (1) **SHAFTESBURY TOWN COUNCIL** of The Town Hall, Shaftesbury, Dorset ("**STC**"); and
- (2) The Present Committee of the **FRIENDS OF THE DONKEY FIELD COMMUNITY ORCHARD GROUP** care of The Knapp, Enmore Green, Shaftesbury, Dorset ("**FDFCOG**")

**WHEREAS:-**

1. Shaftesbury Town Council own the freehold of the land known as the Donkey Field, Enmore Green, Shaftesbury, Dorset (for identification only edged red on the attached plan) ("**Donkey Field**").
2. The parties have agreed at this time not to enter into a formal lease for the Donkey Field however Shaftesbury Town Council reserve the right to agree a Lease at any time in the future.

**1. PURPOSE**

- 1.1 The purpose of this Management Agreement is to enable the Donkey Field to be managed for the benefit of the community and provide a mixed traditional fruit tree area and wildlife areas in line with the guiding principles of the Management Plan.
- 1.2 STC retains all rights and control over the Donkey Field as freehold owner.

**2. The Management Plan**

The parties shall agree a Management Plan, which shall set out a plan for the future management and maintenance of the land.

**3. Term and Termination**

- 3.1 This Management Agreement and the associated Management Plan shall be subject to termination by either party upon the giving of six months' notice in writing to the other of such termination.
- 3.2 Should STC have cause to believe that the terms of this Management Agreement and the proposals within the Management Plan have not been complied with to a reasonable extent, then STC, after reasonable consultation with the FDFCOG, may terminate this Agreement and the Management Plan by the giving of three months notice of termination in writing to the Chairman of the FDFCOG.

**4. Monitoring of the Management Plan**

- 4.1 The DFCOG shall keep STC notified of progress with regards to the proposals in the Management Plan. This notification shall be by the presentation of regular progress reports, on at least an annual basis, to the Town Clerk, the detail of the reporting process to be agreed between the parties.
- 4.2 STC shall be entitled, at any time, to request information, documentation or access to the Donkey Field from the FDFCOG in order to monitor the progress of the Management Plan and shall be provided with such information, documentation, or access to property or land as they may require, within a reasonable timescale of any such request.

4.3 Failure to provide monitoring information when requested, or any concerns STC may have regarding the progress of the Management Plan, may result in termination of this Agreement and Management Plan, in accordance with clause 3.2 above.

## **5. Funding of the Management Plan**

5.1 The FDFCOG shall use their existing resources in order to progress the Management Plan and, additionally, may apply for funding to appropriate funding bodies.

5.2 STC shall support any such application and will offer reasonable assistance, where appropriate, with regards to the preparation of such funding applications.

5.3 This Management Agreement does not require, or bind, STC to provide any funding or other assistance with regards to the progress or delivery of the Management Plan, other than as specifically set down in this Agreement.

5.4 Any monies generated through activities pursuant to the Management Plan or associated community or educational activities shall accrue to the FDFCOG, shall be used solely for furtherance of the Management Plan, and shall be accounted for in the financial report to the annual general meeting of the FDFCOG, and, annually, to STC.

## **6. Liability**

6.1 The land falls within the scope of the STC's Public Liability indemnity provision. STC shall maintain policies of insurance for such amount as it may from time to time determine in respect of loss or damage (or plant and equipment and public liability) in relation to the whole site.

6.2 The FDFCOG shall take all reasonable steps necessary to ensure that the implementation of the Management Plan does not incur any liability upon the STC as freeholders.

6.2 Prior to any significant third party activities on the Donkey Field, it shall be confirmed by the FDFCOG that adequate Public Liability Insurance is in place.

## **7. Management Responsibilities**

STC shall:

7.1. undertake regular inspections of the site in accordance with STC's inspection regime for open spaces;

7.2. be consulted on and agree the Management Plan;

7.3. be entitled to appoint one representative to serve on the FDFCOG;

7.4. Maintain close mown grass in the picnic area, public right of way, perimeter path and access paths to trees through longer grass. Cut grass on entrance banks twice yearly in July and October to allow spring planted flowers to thrive. Cut grass in the orchard area three times a year in April, July and October to control emerging scrub.

FDFCOG shall:

7.5. ensure that all landscaping works (paths, fencing, gates) is undertaken in line with the Management Plan and with the agreement of the STC;

- 7.6. manage the Donkey Field in line with the aims set out in the Management Plan;
- 7.7. maintain fruit trees;
- 7.8. maintain the orchard, scrub, coppice, woodland and hedgerow;
- 7.9. manage events and open days, subject to prior consultation with STC in line with this Management Agreement;
- 7.10. apply for grants to support the activities carried out on the Donkey Field;
- 7.11. agree its own administrative, management and financial arrangements.

**8. Notices**

- 8.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in [SPECIFY RELEVANT DOCUMENT OR PLACE]].
- 8.1 Any notice shall be deemed to have been received:
  - 8.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - 8.1.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
  - 8.1.3 if sent by email, at 9.00 am on the next Business Day after transmission.
- 8.3 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.

**9. Miscellaneous**

- 9.1 This Agreement does not create a partnership between the Parties pursuant to the Partnership Act 1890
- 9.2 The Parties agree that each Party shall be responsible for its own costs in relation to all matters arising out of this Agreement.

**SIGNED BY** the duly authorised representatives of the Parties on the date stated at the beginning of this Memorandum.

SIGNED by )

(For and on behalf of ) **THE FRIENDS OF THE DONKEY FIELD COMMUNITY ORCHARD GROUP**

SIGNED by )

(For and on behalf of ) **SHAFTESBURY TOWN COUNCIL**

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**Report 0617ROSE06 to a Meeting of Shaftesbury Town Council's  
Recreation, Open Spaces and Environment Committee,  
to be held at 7.00pm on Tuesday, 06 June 2017 in the Council  
Chamber, Shaftesbury Town Hall**

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**Strategic Plan**

**1. Purpose of Report**

To consider the detail plans of the Recreation, Open Spaces and Environment elements of the Strategic Plan.

**2. Recommendation**

2.1. That the Committee provides identifies the component parts of its section of the Strategic Plan.

**3. Background**

3.1. The Committee has identified one area within its Strategic Plan that falls within the responsibility of the Planning and Highways Committee but the breadth of the item is significant.

3.2. The Committee should consider creating a task and finish group to break the project down into SMART targets, reviewing the timeframe and priority for each element as well as any external organisations or individuals who may need to or wish to be involved. Below is the overview as identified in the strategic plan.

Project	Project or Programme Objectives	Timeframe	Priority	Other Community Groups / Volunteers
SWIMMING POOL ROOF	Installation of retractable roof <b>How will it be implemented:</b> <ul style="list-style-type: none"> <li>• Tenders already available to follow up</li> </ul> <b>Success measured by:</b> <ul style="list-style-type: none"> <li>• increased usage and extended season</li> <li>• Membership scheme</li> <li>• Increased income</li> <li>• Staff retention</li> </ul> <b>Resources:</b> <ul style="list-style-type: none"> <li>• £67,000 + VAT for roof</li> </ul>	12 months		



Project	Project or Programme Objectives	Timeframe	Priority	Other Community Groups / Volunteers
TIDY TOWN	<p>Develop cultural pride in the town's appearance- Town centre and residential</p> <p><b>How will it be implemented:</b></p> <ul style="list-style-type: none"> <li>• Define scope and best practice</li> <li>• Develop and communicate an education programme</li> <li>• Audit and reporting</li> </ul> <p><b>Success measured by:</b></p> <ul style="list-style-type: none"> <li>• Results of audit versus best practice</li> </ul> <p><b>Resources:</b></p> <ul style="list-style-type: none"> <li>• Working group led by STC involving volunteers, residents associations</li> <li>• Street Sweeping, bin provision and emptying</li> <li>• Education tools – presentations in schools</li> </ul>	Implement by 2019 election and ongoing		Hilltop litterpickers Local Schools
INCREASE DIVERSITY OF OPEN SPACES	<p>Identify current assets</p> <p>Identify required uses (age/area)</p> <p>Develop strategy to deliver required use</p> <p><b>How will it be implemented:</b></p> <ol style="list-style-type: none"> <li>1). What do we currently have and who owns or is responsible for it?</li> <li>2). Survey/ask local community what they want</li> <li>3). Develop implementation plan</li> </ol> <p><b>Success measured by:</b></p> <p>Plan in place</p> <p><b>Resources:</b></p> <p>From above</p> <ol style="list-style-type: none"> <li>1). STC</li> <li>2). Local community group and residents associations</li> <li>3). STC and key users</li> </ol>			Shaftesbury Open Spaces Group Schools and Nurseries

(End)

Report Author:  
Claire Commons  
Town Clerk

**Report 0617ROSE07 to a Meeting of Shaftesbury Town Council's  
Recreation, Open Spaces and Environment Committee,  
to be held at 7.00pm on Tuesday, 06 June 2017 in the Council  
Chamber, Shaftesbury Town Hall**

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**Polytunnel allotment request**

**1. Purpose of Report**

To consider a request for a polytunnel on an allotment plot at St James' Allotments.

**2. Recommendation**

- 2.1. To consider granting permission for a 3m x 2m x 2m polytunnel on an allotment plot at St James' Allotments.

**3. Background**

- 3.1. A request has been received to place a small polytunnel on the allotments at St James. Size 3m x 2m x 2m.

**4. Financial Implications**

- 4.1. There are no financial implications arising from this report.

(End)

Report Author:  
Claire Commons  
Town Clerk

**Report 0617ROSE08 to a Meeting of Shaftesbury Town Council's  
Recreation, Open Spaces and Environment Committee,  
to be held at 7.00pm on Tuesday, 06 June 2017 in the Council  
Chamber, Shaftesbury Town Hall**

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**Wincombe Recreation Ground**

**1. Purpose of Report**

To consider replacement equipment for the Wincombe Recreation Ground play area.

**2. Recommendation**

2.1. That replacement equipment is identified for the Wincombe Recreation Ground play area.

**3. Background**

3.1. The play equipment at Wincombe Recreation Ground is approaching the end of its life having been in place for 10 years in a highly used play area.

3.2. Prices are being sought for replacement parts for the equipment already in situ as well as suitable alternatives, these will be reported at the meeting.

3.3. The Committee may wish to consider the condition and age of the remaining equipment for replacement over the coming years including the safety surface.

**4. Financial Implications**

4.1. To be advised.

**5. Risks**

5.1. The Council must ensure equipment remains safe to use or is removed.

(End)

Report Author:  
Claire Commons  
Town Clerk

**Report 0617ROSE09 to a Meeting of Shaftesbury Town Council's  
Recreation, Open Spaces and Environment Committee,  
to be held at 7.00pm on Tuesday, 06 June 2017 in the Council  
Chamber, Shaftesbury Town Hall**

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**Mampitts Community Land**

**1. Purpose of Report**

To identify current trends in responses received and determine additional public engagement points.

**2. Recommendation**

- 2.1. That the Committee agrees the consultation method for the second half of the four month consultation into the Mampitts Community Land.

**3. Background**

- 3.1. Initial responses for use of the Community Land at Mampitts Lane have been received however, the Committee is advised to refresh the consultation to bring in further responses before the end of August 2017.
- 3.2. Methods of engagement so far have been flyers delivered to local residents and a site location consultation exercise at Easter.
- 3.3. Further engagement is required to ensure wide engagement with the whole of Shaftesbury.
- 3.4. Suggestions for engagement include but are not limited to;
- 3.4.1. Facebook page
  - 3.4.2. Schools competition
  - 3.4.3. Town-wide leaflet drop

(End)

Report Author:  
Claire Commons  
Town Clerk

**Report 0617ROSE10 to a Meeting of Shaftesbury Town Council's  
Recreation, Open Spaces and Environment Committee,  
to be held at 7.00pm on Tuesday, 06 June 2017 in the Council  
Chamber, Shaftesbury Town Hall**

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**Salisbury Street Green**

**1. Purpose of Report**

To consider request to take ownership of Salisbury Street Green

**2. Recommendation**

- 2.1. That the Committee maintains Salisbury Street Green under the ownership of Dorset County Council.

**3. Background**

- 3.1. Shaftesbury Open Spaces have expressed the wish for the Town Council to take ownership of Salisbury Street Green so that it can be preserved as urban green space.
- 3.2. Shaftesbury Town Council has taken on the responsibility for cutting the area as part of its verge cutting Service Level Agreement. Under this agreement the Council receives a sum for maintaining the land.
- 3.3. The Committee should consider whether it wishes to continue maintaining the land under the Service Level Agreement or if it wishes to try to obtain ownership of the land.

**4. Financial Implications**

- 4.1. Income pa generated from SLA if ownership remains with DCC ..... £66.81

(End)

Report Author:  
Claire Commons  
Town Clerk

**Report 0617ROSE11 to a Meeting of Shaftesbury Town Council's  
Recreation, Open Spaces and Environment Committee,  
to be held at 7.00pm on Tuesday, 06 June 2017 in the Council  
Chamber, Shaftesbury Town Hall**

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**Charter Branch**

**1. Purpose of Report**

To consider becoming a local council Charter Branch

**2. Recommendation**

2.1. That the Council registers as a Charter Branch.

**3. Background**

3.1. The National Association of Local Councils has sent out the following information;

## **Become a local council Charter Branch**

This year NALC has partnered with more than 60 organisations, including the Woodland Trust, to help launch a new Charter for Trees, Woods and People on November 6th 2017. The new Tree Charter will set out how our local communities and trees can best benefit one another. It will serve as a resource which local councils can use in support of their efforts to look after the trees in their area.

To get involved with the Tree Charter, your local council can become a Charter Branch. Becoming a Charter Branch is completely free and will in no way effect the autonomy of your council or local conservation groups. Your level of involvement is up to you and may range from simply signing up to receive free copies of the Charter's newspaper "Leaf!" to helping gather signatures of support, to more imaginative projects and activities around trees, for which funding of up to £1500 is available.

Additionally, we will be here for any help or advice your council may need regarding trees and you will have the chance to contribute your voice to the ongoing development of the Tree Charter.

### **[Register your local council as a Charter Branch](#)**

(simply add your local council's name and details to the boxes on the right hand side of the webpage)

Find out more about Charter Branches, by visiting the  
**[Local Councils: Becoming a Charter Branch blog](#)**

### **[Find out more about the Tree Charter](#)**

(End)

Report Author:  
Claire Commons  
Town Clerk

**Report 0617ROSE12 to a Meeting of Shaftesbury Town Council's  
Recreation, Open Spaces and Environment Committee,  
to be held at 7.00pm on Tuesday, 06 June 2017 in the Council  
Chamber, Shaftesbury Town Hall**

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**Officer Report and Future Meetings of the Committee**

**1. Purpose of Report**

To receive any correspondence and updates relating to the work of the Committee, to confirm the date of the next meeting and to identify matters for inclusion on the agenda.

**2. Recommendation**

2.1. That the Committee notes the report and the date of its next meeting.

2.2. That the Committee identifies matters for inclusion on its next agenda(s).

**3. Updates**

3.1. Swimming Pool – We are delighted to report that the Swimming Pool has taken £3,329.65 in its first week of opening this year, the takings for the same week last year were £1,667.70. Advertising has been mainly Facebook but also flyers and new for this year has been two banners, one placed on the wall as you exit Tesco, the other on the junction of Christy's Lane and Barton Hill.

3.2. Playground Inspections – The Annual Playground Inspections have been carried out and the Grounds Team are currently going through the items highlighted to put together the maintenance plan. A report will be provided at the next ROSE Committee meeting identifying the schedule of works and cost implications.

**4. Correspondence**

The following items of correspondence have been received;

4.1. 23/05/2017 A request to use the buffer area opposite Jeanneau Close for a forest school. The correspondent has been invited to the next meeting of the Committee to speak further about her ideas.

**5. Date of next meeting**

5.1. The next scheduled meeting of the Committee is 11<sup>th</sup> July 2017

**6. Items for next meeting**

6.1. The Committee is requested to consider items for inclusion on the agenda for its next meeting in order to provide sufficient time for matters to be researched and reports written for issue with the agenda papers and in turn provide for greater transparency and informed decision making.

(End)

Report Author:  
Claire Commons  
Town Clerk