



GROUND AND FACILITIES MAINTENANCE, CLEANING, REPAIR & INSPECTION

CONTRACT AGREEMENT AND SPECIFICATION

2022 - 2026

THE AGREEMENT

This is an Agreement to provide a Grounds Maintenance, Cleaning, Repair and Inspection service in accordance with the specification contained within this document and associated maps and Annexes.

This Agreement is made and entered into this day of..... 202_

by and between Stone with Bishopstone & Hartwell Parish Council (hereinafter referred to as the Council), Jubilee Pavilion, Oxford Road, Stone, Aylesbury, Bucks. HP17 8PD

and(Contractor's Name)

of (Contractor's Address) hereinafter referred to as the Contractor. The Council and the Contractor shall hereinafter be referred to collectively as the Parties.

The term Project Prime hereinafter refers to the nominated person empowered by the Council to liaise with the Contractor on behalf of the Council. The term Clerk refers to the Clerk employed by the Council.

The Parties hereto agree that:

This contract is for a four-year period commencing 1st April 2022 with an option to renew annually by negotiation between the Council and the Contractor.

The Contractor shall meet the requirements of this Agreement for a fixed, non-negotiable price of £XXXXX.xx per annum (see breakdown in schedule attached), reviewable each year, except for those tasks where an hourly rate is agreed by the parties to be more appropriate in which case this shall be for a rate of £XX.xx per worker hour, or for tasks where a daily rate is agreed to be more appropriate in which case this shall be for a rate of £XX.xx per worker day, or for tasks where a job rate is agreed to be more appropriate in which case this shall be for the rate quoted by the Contractor and accepted by the Council.

We fully understand and agree to the terms of this Agreement and are signing to confirm

Contractor(s) Signature(s).....

Contractor's Name.....

Date.....

Council's representative's Signature

Council's representative's Name.....

**SPECIFICATION AND CONDITIONS OF THE CONTRACT FOR THE PROVISION OF
GROUNDS MAINTENANCE, CLEANING, REPAIR AND INSPECTION WORK**

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1 TYPES OF WORK IN THE CONTRACT

- 1.1 Grass cutting of open spaces
- 1.2 Grass cutting of confined areas
- 1.3 Herbicide application
- 1.4 Hedge trimming
- 1.5 Pruning of Trees and shrubs
- 1.6 Litter picking and disposal
- 1.7 Children's Playground Inspection
- 1.8 Football Pitch marking
- 1.9 Bus-Stop Cleaning
- 1.10 General Maintenance and Repairs

2 SITE CONDITIONS & QUANTITIES

- 2.1 The physical conditions of the sites concerned vary throughout the year. It is the Contractor's responsibility to become aware of the site variations as no adjustment will be made to contract pricing based upon changes to site conditions that fall outside the Council's control.
- 2.2 The areas specified in the attached schedules and plans are approximate only.

3 QUERIES

- 3.1 The Contractor shall raise any queries, or matters of any uncertainty, with the Clerk.

4 CALCULATION OF COSTS AND INVOICING

- 4.1 The Contractor shall provide for all labour, materials, necessary plant and equipment to properly carry out the work and allow for all transport, travelling time, and any other expenses which may be incurred, because no claim for such items will be entertained by the Council.
- 4.2 The Contractor shall allow for any expense which may be incurred in complying with any regulations relating to the use of such plant, equipment, materials and herbicides required for the carrying out of the work and for the protection of their employees.
- 4.3 Whenever a quotation is requested for a task to be completed at the worker or job rate the Contractor shall provide a quotation within one week. Failure to provide the quotation within that timescale will negate the Parish Council's obligation of this contract to award the job to the Contractor.
- 4.4 All invoice payments require endorsement by the Finance Lead and agreement by the Parish Council. Therefore, all invoices must be presented to the Clerk by the 20th day of each calendar month if endorsement for payment is required the following month.
- 4.5 A copy of Annex B shall be completed and attached to all invoices clearly indicating the running total of activities and the date of the last activity.
- 4.6 All invoices for worker or job-rated tasks must be presented to the Clerk within 30 days of task completion. Invoices not presented within 30 days of the completed task will attract an administration fee deduction of 1% of the agreed price per day thereafter.

5 VARIATIONS TO THE CONTRACT

- 5.1 The Contractor shall not carry out any extra work, or make any variations to the Contract specifications without prior written consent of the Council or its Clerk. No claims will be met for any extra work payment without such written consent.
- 5.2 Any additional areas not included on the schedule, but which the Council require to be dealt with shall be quoted for by the Contractor, priced at an agreed hourly, daily or job rate for the appropriate schedule and a timescale for completion contractually agreed.
- 5.3 In the event of the Council requiring an increased frequency of mowing during the period of this Contract, on any of the areas shown in the schedules relating to this contract or part thereof, the Contractor shall provide a quotation for the task together with a completion timescale. Agreement to proceed shall be at the agreed hourly, daily or job rate.
- 5.4 The Council reserves the right to alter or amend at its discretion, the frequency of any of the work detailed in the schedule, in order to take account of the rate of growth during the growing season.

6 INSURANCE AND LIABILITY

- 6.1 The Contractor shall be solely responsible for and shall indemnify the Council against any loss, claim or proceedings whatsoever in respect of personal injury, or the death of any person whomsoever, arising out of or caused by the carrying out of the works by the Contractor.
- 6.2 The Contractor shall insure itself and its employees to the satisfaction of the Council with insurance approved by the Council, and shall keep itself and its employees so insured for the duration of the Contract against any liability arising under the Employers Liability Acts and Workman's Compensation Acts and against Public Liability. The minimum cover in respect of Public Liability shall be £10 million. The Contractor shall, if required to do so, produce to the Council its insurance policy and the current premium receipt in respect of the same before commencing work.
- 6.3 The Contractor shall complete the Insurance Certificate, giving details of Employer Liability, Public Liability and Motor Vehicle Policy numbers and submit it with their tender.
- 6.4 The Contractor shall be liable for any damage caused to property or land and indemnify the Council against any liability, loss claim or proceedings in respect of any property real or personal due in any way to the carrying out of the works.

7 CONTRACTING

- 7.1 No part of the work is to be sub-contracted unless agreed in writing by the Council.

8 WORKING RESTRICIONS

- 8.1 Unless agreed in writing by the Council:
 - 8.1.1 No work shall be carried out on Sundays.
 - 8.1.2 No work shall be carried out on a weekday after 17.00hrs during wintertime and 20.00hrs during summertime.
 - 8.1.3 No work shall be carried out on a Saturday after 16.00hrs.

9 GRASS CUTTING

- 9.1 Where specified, grass shall be cut and the clippings cleared.

- 9.2 In areas not specified as “cut and clear”, and where, in the opinion of the Council or its Clerk, the Contractor has permitted the grass to become too long through its failure to complete the mowing at the frequency and to the standard specified, the Contractor will be required to rake up and remove the grass clippings at its own expense.
- 9.3 All grass shall be cut evenly and cleanly without damage to the existing surface. All grass shall normally be mown in parallel straight lines so that the grass is left with a neat and tidy appearance. A high visual standard is required. Care shall be taken to ensure that plants are not damaged in surrounding areas. Grass clippings are to be removed from hard surfaces.
- 9.4 The contractor shall allow for, where necessary, cutting grass by hand or by strimmer or other method including the application of herbicides around obstructions such as buildings, seats, shrubs, trees etc, where it is not possible to use machinery.
- 9.5 The Contractor shall complete the mowing of one location before moving on to the next. Mowing will take place over all areas of grass up to paving, fencing and other boundaries or obstacles.
- 9.6 Prior to mowing the Contractor shall remove and dispose of leaves and rubbish such as litter, stones, glass, debris and twigs. If any litter left on the grass is shredded by the mower the Contractor will return to the site immediately and remove the shredded material.
- 9.7 The Contractor shall ensure that no more than 10% broadleaf weeds are present and shall apply suitable selective herbicides to grassed areas to control weeds.
- 9.8 The contractor shall carry out slit tine aeration on the football pitch at least once per year.
- 9.9 All grassed areas have been categorised on the schedule according to the type of maintenance required. These being:
- 9.9.1 Large Open Amenity Areas.
- 9.9.1.1 Gang mowing of large open spaces using hydraulically powered cylinder gang mowing units tractor drawn or fitted to ride-on mowers with grassland tyres.
- 9.9.1.2 The maximum height allowed prior to cutting is 75 mm and the minimum height allowed after cutting is 30 mm
- 9.9.2 Sports Pitches
- 9.9.2.1 Gang mowing of Sports Pitches using hydraulically powered cylinder gang mowing units tractor drawn or fitted to ride-on mowers with grassland tyres
- 9.9.2.2 The maximum height allowed prior to cutting is 60 mm and the minimum height allowed after cutting is 20 mm
- 9.9.3 Confined Amenity Areas such as playground areas and Cemetery.
- 9.9.3.1 Pedestrian mowing using hand controlled rotary mower or strimmer where it is not possible to use a gang mower.
- 9.9.3.2 The maximum height allowed prior to cutting is 70 mm and the minimum height allowed after cutting is 25 mm
- 9.9.4 Perimeter mowing.
- 9.9.4.1 Pedestrian mowing of the perimeter of areas, to cut all grass between the line reached by gang mowers and hedge, wall or fence line, using a hand controlled rotary mower or strimmer.
- 9.9.4.2 The maximum height allowed prior to cutting is 70 mm and the minimum height allowed after cutting is 25 mm
- 9.9.5 Mowing of Environmental Areas.
- 9.9.5.1 Mowing of large undulating areas containing tufted grass using suitable machinery.

9.9.5.2 The maximum height allowed prior to cutting is 100 mm.

9.10 The Contractor shall ensure that all mowing machinery is fitted with guards as stipulated by the manufacturer and be in a safe and good condition to use.

9.11 The contractor shall not use a strimmer within a 15cm radius around the base of any tree, shrub, or flower unless a suitable protective guard is fitted to/around the tree, shrub or flower.

10 EYTHROPE ROAD CEMETERY

10.1 Due to the sensitivity of this area, the Contractor shall take extreme care when carrying out any work in the cemetery so as to avoid any damage to gravestones, markers, trees, shrubs etc. Wreathes, flowers etc. are not to be moved under any circumstances. No work shall be undertaken if the Contractor finds that a service is being held in the cemetery.

10.2 The Contractor shall trim around all gravestones at the same frequency as the grass mowing, ensuring that no damage is done to them or the articles placed at the gravesite. All grass cuttings and associated debris shall be blown free of graves after each grass cut and trim.

10.3 The Contractor shall remove from any unattended grave all self-seeded plants and saplings.

10.4 The Contractor shall maintain the three benches in a clean condition throughout the year and carry out such treatment that may be necessary (using recommended materials) to ensure their aesthetically pleasing appearance and longevity.

11 HERBICIDE APPLICATION

11.1 The Contractor shall ensure that the application of herbicides conforms with all requirements of the Food and Environment Protection Act 1985, Control of Pesticides Regulations 1986 and the Control of Substances Hazardous to Health 1988 (COSHH).

11.2 The Control of Pesticides Regulations 1986 requires that anyone who uses pesticides (approved for use in Agriculture, Horticulture and Forestry) in the course of business or employment have to have a Certificate of Competence. The Council will require a copy of the Contractors employees' Certificates for modules PA1 & PA6.

11.3 The Contractor shall not use Atrazine or Simazine or pesticides containing either Atrazine or Simazine.

12 TREE & SHRUB PRUNING

12.1 The Contractor shall ensure that pruning is undertaken by a competent and experienced person in accordance with the requirements of each individual tree or shrub at the correct time of the year to promote flowering, colour and/or an acceptable shape.

12.2 The Contractor shall pay particular attention to maintaining trees and shrubs in a manner which will ensure that they do not overhang paths or roads, or obstruct the public right of way.

13 HEDGE TRIMMING

13.1 The Contractor shall trim all hedges as programmed in the schedule, and on completion is to present a neat, tidy and pleasing appearance.

14 SIDING OUT

14.1 The Contractor shall side out all recreation ground footpaths once per year.

15 DEBRIS AND LITTER PICKING COLLECTION AND DISPOSAL

15.1 The Contractor shall collect all non-compostable litter and debris and dispose of it at an authorised waste disposal tip from the following waste bins:

- 15.1.1 Bishopstone
- 15.1.2 Stables at Bugle Horn Bus stop
- 15.1.3 Chiltern Avenue
- 15.1.4 Recreation Ground
- 15.1.5 Village Hall
- 15.1.6 Rose & Crown Public House
- 15.1.7 St John's Children's Playground
- 15.1.8 Stone Cemetery

15.2 The Contractor shall carry out regular litter picking throughout designated areas of Stone and Bishopstone but shall pay particular attention to the following sites:

- 15.2.1 Eythrope Road Cemetery
- 15.2.2 War Memorial Recreation Ground
- 15.2.3 War Memorials in Stone and Bishopstone
- 15.2.4 Children's play areas

16 CHILDREN'S PLAYGROUND AND EQUIPMENT INSPECTIONS

16.1 The Contractor shall conduct regular inspections of the children's playground and equipment at St John's and at the Stone Recreation Ground and in doing so shall meet the requirements of BS EN 1176 and BS EN 1177

16.2 The Contractor shall carry out and record Routine Visual inspections weekly

16.3 The Contractor shall carry out and record Operational inspections monthly

16.4 The Contractor shall maintain for inspection by the Council and other regulatory bodies a diary of inspections, observations and maintenance

16.5 An annual inspection will be carried out under separate contract but the Contractor shall make available to the inspector carrying out the annual inspection, the diary of regular inspections

17 FOOTBALL PITCH MARKING & MAINTENANCE

17.1 The Contractor shall white line the War Memorial Recreation Ground football pitch during the football season at intervals that ensure visibility at 45 metres.

17.2 The Contractor shall slit tine aerate and weed the pitch area and carry out such repair and feed to the goalmouths as required to maintain its usability.

18 BUS STOP CLEANING

18.1 The Contractor shall clean the seven bus stops in Stone and one bus stop in Bishopstone monthly

18.2 If a bus stop requires additional cleaning, payment for labour will be at an agreed hourly or job rate

19 MVAS MOVES AND BATTERY CHARGING

- 19.1 The Contractor shall, on request by the Clerk and at a task cost of £xx, move the Mobile Vehicle Activated Sign from its existing location to another defined location, ensuring that it functions correctly upon installation at the new site.
- 19.2 The Contractor shall monitor continually the state of MVAS battery charge and shall, on confirmation with the Clerk and at a task cost of £xx, remove, charge and re-install the MVAS batteries whenever they require recharging.

20 GENERAL MAINTENANCE AND REPAIRS

- 20.1 The Contractor shall notify to the Clerk defects or deterioration of any facility or property of the Council whenever they become apparent.
- 20.2 The Contractor shall, on request, carry out such maintenance, preventive maintenance and repairs as the Council directs such as general repairs to fences and gates, painting of fences gates and memorial gate pillars, appropriate treatment of seats and notice boards (oiling etc using recommended materials and processes).
- 20.3 Before commencing the work involved, the Contractor shall submit a quotation for the work and a timescale for completion.
- 20.4 Payment for labour shall be made at an agreed hourly or job rate less penalty deductions if applicable (see Section 22.2). Payment for materials will be at cost on production of valid receipts.

21 PERFORMANCE

- 21.1 The Contractor shall carry out the work to the satisfaction of the Council or its Clerk, and if the work is unsatisfactory, or if the Contractor fails to commence work with due diligence, then the Council may terminate the contract, after completing the default procedure at any given time by giving written notice to the Contractor without prejudice to any claim by the Council arising from the failure of the Contractor to complete the Contract

22 PAYMENTS

- 22.1 Provided the requirements of Section 4 above have been met then payment will be made on a monthly basis.
- 22.2 A penalty deduction of 1% of the agreed price shall be applied for each full week of delay to the agreed timescale for completion of any task unless justifiable reasons are shown to have been the cause of delay.

23 DEFAULTS PROCEDURE

- 23.1 Should the Council or its Clerk consider that the work as specified in the schedule is not completed to the required standard, the Contractor will be informed in writing of the complaint and shall be required to correct the default at the Contractor's expense within five working days of receiving the report.
- 23.2 Should the Contractor fail to correct the default or respond to the complaint within the five day period, the cost of the work not done or not done to the satisfaction of the Council shall be deducted from the payment made for that period.

- 23.3 The Council or its Clerk will, after the issue of three letters of complaint (defaults), meet with the Contractor to discuss the failure to meet the Contract Specification and reserves the right to invoke item 21.1 of the terms of the Contract.

24 SCHEDULE OF GROUNDS MAINTENANCE WORK

All areas marked with an asterisk * shall be “cut and clear”

Description of work	Total	unit	Freq (per yr)	Spec (Section)
SECTION ONE - War Memorial Recreation Ground (Code 4243)				
GANG/TRIPLE MOW GRASS AMENITY AREA	20000	m ²	30	9.9.1
PEDESTRIAN MOW & STRIM EDGE	500	m ²	30	9.9.4
MANUALLY WEEDKILL PAVILION BLOCK PAVING	150	1m	2	
CUT WOODLAND AREA & CLEAR PERNICIOUS WEEDS	1600	m ²	2	
CUT HEDGES	300	1m	2	
HALF MOON CUT GRASS EDGE TO PAVING	500	1m	1	
LITTER-PICK			52	
REMOVE MOLE-HILLS & MOLES				As necessary
SECTION TWO - War Memorial Recreation Ground Playground (Code 4246)				
PEDESTRIAN MOW PLAYGROUND *	600	m ²	20	9.9.3
LITTER-PICK			52	
INSPECT PLAYGROUND EQUIPMENT			52	16
REMOVE MOLE-HILLS & MOLES				As necessary
SECTION THREE - War Memorials (Stone & Bishopstone) Maintenance (Code 4244)				
MANUALLY WEEDKILL BOTH MEMORIAL AREAS	35	m ²	6	
KEEP BOTH GARDEN AREAS SMART, CLEAN & TIDY			6	As necessary
PRESSURE WASH PRIOR TO REMEMBRANCE SUNDAY			1	
SECTION FOUR - Football Field (Code 4273)				
WHITE LINE FOOTBALL FIELD			20	45m vis
SLIT TINE AERATE AND TREAT FOOTBALL FIELD	6000	m ²	1	
REGRADE AND RESEED GOAL MOUTHS	20	m ²	1	
GANG/TRIPLE MOW SPORTS PITCHES	7000	m ²	30	9.9.2
LITTER-PICK			52	
SECTION FIVE - Stone Village Pond (Code 4241)				
MOW AROUND POND and INSIDE WALL	750	m ²	20	9.9.4
MOW PEDESTRIAN REFUGE	15	m ²	20	9.4.2
LITTER-PICK			52	
SECTION SIX - Eythrope Road Cemetery (Code 4400)				
PEDESTRIAN MOW & STRIM GRASS AREA*	8600	m ²	20	9.3.2
CUT HEDGE	250	1m	2	
PRUNE SHRUBS	ALL		1	
LITTER-PICK			52	
HERBICIDE TREAT HARD SURFACES	ALL		3	
HERBICIDE TREAT GRASS AREAS	ALL		2	
EMPTY 3 LARGE BINS iaw AVDC waste disposal/recycling			52	
SECTION SEVEN - St John's Playground (Code 4270)				
PEDESTRIAN MOW & STRIM GRASS*	800	m ²	20	9.3.2
INSPECT PLAYGROUND EQUIPMENT			52	16
LITTER-PICK			52	
REMOVE MOLE-HILLS & MOLES				As Necessary

SECTION EIGHT - St John's Sports Fields (Code 4271)				
GANG MOW FOOTBALL FIELD AREA	21800	m ²	16	9.1.2
ROTARY CUT CAR PARK AREA			16	
PEDESTRIAN MOW BANK	150	m ²	16	9.4.2
LITTER PICK			52	
SECTION NINE - Grass Meadow (Code 4272)				
PEDESTRIAN MOW MEADOW PATH	500	m ²	16	9.1.2
REMOVE SELF-SEEDING SAPLINGS	500	m ²	1	
SECTION TEN - Whitechurch Close Surrounds (Code 4242)				
GANG/ROTARY MOW & STRIM EAST GRASS AREA	4000	m ²	16	9.1.2
GANG/ROTARY MOW & STRIM WEST GRASS AREA	2850	m ²	16	9.1.2
CUT HEDGE	200	m	2	
PRUNE SHRUBS				
LEVEL, ROLL & WEED CIRCULAR PATH	120	m ²	1	
SECTION ELEVEN - St John's Hospital Burial Ground (Code 4269)				
CUT BACK OVERGROWTH OF SHRUBS	3000	m ²	1	12 & 13
PRUNE TREES	ALL		1	
SECTION TWELVE - General Parish Maintenance (Code 4250)				
CLEAN SEVEN BUS-STOPS			12	
LITTER-PICK THROUGHOUT VILLAGES			52	
EMPTY LITTER BINS			52	
GRASS CUT VARIOUS SMALL AREAS			16	

25 DESCRIPTIONS OF AREAS AND TASKS

25.1 Annexes A1 - 12 contains detailed descriptions of each area and the contracted tasks.

26 RUNNING TOTAL AND DATES OF ACTIVITIES

26.1 Annex B is a template to be used to accompany Invoices for Grounds Maintenance.

Annex B - RUNNING TOTAL AND DATES OF ACTIVITIES

Activity	Freq (x per yr)	Progress (%/of x)	Date of Last Activity
War Memorial Recreation Ground (Code 4243)			
GANG/TRIPLE MOW GRASS AMENITY AREA	30		
PEDESTRIAN MOW & STRIM EDGE	30		
MANUALLY WEEDKILL PAVILION BLOCK PAVING	2		
CUT WOODLAND AREA & CLEAR PERNICIOUS WEEDS	2		
CUT HEDGES	2		
HALF MOON CUT GRASS EDGE TO PAVING	1		
LITTER-PICK	52		
REMOVE MOLE-HILLS & MOLES			
War Memorial Recreation Ground Playground (Code 4246)			
PEDESTRIAN MOW PLAYGROUND	20		
LITTER-PICK	52		
INSPECT PLAYGROUND EQUIPMENT	52		
REMOVE MOLE-HILLS & MOLES			
War Memorials (Stone & Bishopstone) Maintenance (Code 4244)			
MANUALLY WEEDKILL BOTH MEMORIAL AREAS	6		
KEEP BOTH GARDEN AREAS SMART, CLEAN & TIDY	6		
PRESSURE WASH PRIOR TO REMEMBRANCE SUNDAY	1		
Football Field (Code 4273)			
WHITE LINE FOOTBALL FIELD	20		
SLIT TINE AERATE AND TREAT FOOTBALL FIELD	1		
REGRADE AND RESEED GOAL MOUTHS	1		
GANG/TRIPLE MOW SPORTS PITCHES	30		
LITTER-PICK	52		
Stone Village Pond (Code 4241)			
MOW AROUND POND and INSIDE WALL	20		
MOW PEDESTRIAN REFUGE	20		
LITTER-PICK	52		
Eythrope Road Cemetery (Code 4400)			
PEDESTRIAN MOW & STRIM GRASS AREA*	20		
CUT HEDGE	2		
PRUNE SHRUBS	1		
LITTER-PICK	52		
HERBICIDE TREAT HARD SURFACES	3		
HERBICIDE TREAT GRASS AREAS	2		
EMPTY 3 LARGE BINS iaw AVDC waste disposal/recycling	52		
St John's Playground (Code 4270)			
PEDESTRIAN MOW & STRIM GRASS	20		
INSPECT PLAYGROUND EQUIPMENT	52		
LITTER-PICK	52		
REMOVE MOLE-HILLS & MOLES			
St John's Sports Fields (Code 4271)			
GANG MOW FOOTBALL FIELD AREA	16		
ROTARY CUT CAR PARK AREA	16		
PEDESTRIAN MOW BANK	16		
LITTER PICK	52		

Grass Meadow (Code 4272)				
PEDESTRIAN MOW MEADOW PATH	16			
REMOVE SELF-SEEDING SAPLINGS	1			
Whitechurch Close Surrounds (Code 4242)				
GANG/ROTARY MOW & STRIM EAST GRASS AREA	16			
GANG/ROTARY MOW & STRIM WEST GRASS AREA	16			
CUT HEDGE	2			
PRUNE SHRUBS				
LEVEL, ROLL & WEED CIRCULAR PATH	1			
St John's Hospital Burial Ground (Code 4269)				
CUT BACK OVERGROWTH OF SHRUBS	1			
PRUNE TREES	ALL			
General Parish Maintenance (Code 4250)				
CLEAN EIGHT BUS-STOPS (Seven in Stone, one in Bishopstone)	12			
LITTER-PICK THROUGHOUT VILLAGES	52			
EMPTY LITTER BINS	52			
GRASS CUT VARIOUS SMALL AREAS	16			