



Pond Maintenance Contract





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### Our Mission

When the Parish Council was formed in 2011, the ponds in Kingsmead had not been maintained since the village was originally built. Most were badly overgrown and, in instances, full of invasive weeds and litter and/or dumped rubbish. Since 2011, the Parish Council has embarked upon a plan of renovation which has transformed the ponds into tidy wildlife amenities for all to enjoy. The Parish Council has taken advice from the Freshwater Habitats Trust as to how best conserve the ponds for the enjoyment of all and to attract local wildlife whilst maintaining a tidy appearance and bearing in mind safety considerations.

There are seven ponds in Kingsmead; with a wide range of biodiversity and all are important habitats for wildlife as well as providing residents of the Parish with a green and pleasant backdrop to their lives. The Council has created a management plan for the ponds in Kingsmead with a view to preserving them for all to enjoy.

The ponds/waterways are found and named as follows.

- Dukes Way 'Little' pond
- Dukes Way 'Duck' pond (with duck-house)
- Sluice pond (by Fisherman's Wharf)
- Bickerton Way pond
- Moor Park Way top pond
- Moor Park Way bottom pond (with duck-house)
- Coronet Avenue pond (formerly with duck-house)
- The Culvert (from the Fire station to the River Weaver)

The Council has established, in association with local wetland specialists, an annual maintenance programme for each pond to ensure that the ponds are kept tidy and free of litter and invasive weeds. This involves a general tidy-up during the summer months and a more intensive buffer-strip tidy and tree maintenance in the winter months. As with all things 'wild,' the Council will have to be flexible and modify its plans according to weather and conditions.

A buffer strip of vegetation is left around the edges of each pond to form a wildlife corridor and provide a natural barrier so that small children are discouraged from going near the pond edges. The Parish Council does, however, instruct the wetland specialist to tidy up biannually the pond edges to remove large bushy growth and brambles.

The Council policy to leave buffer strips around the ponds is for the following reasons:

- They provide a natural and effective barrier to prevent small children (and adults) from falling in since the edges are clearly defined by dense undergrowth. In the past, when this has been cut this away, the Council has been asked to fence in the ponds.



- As advised by the Freshwater Habitats Trust, this buffer strip forms a simple but effective way to provide a haven for freshwater wildlife.

The Council will endeavour to keep the buffer zones contained to a 1.5 metre strip around the pond and not expanding over the grassed areas. Please note that the pond on Coronet Avenue contains the non-native invasive weeds called Crassula and Parrots Feather from New Zealand; introduced by a well-meaning resident releasing fish into the pond. DEFRA strictly regulates the disposal of invasive alien weed to prevent their spread, and the cost of cleaning out the pond has been high due to strict rules regulating waste disposal. The Council accepts that it will never be able to get rid of these species from the pond and will have to clean it regularly, every year.

For more information see the following link:

<https://secure.fera.defra.gov.uk/nonnativespecies/checkcleandry/documents/species-guide.pdf>



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Kingsmead Parish Council Tree & Wetland Management  
April 2022 to 2025  
Part A - Specification

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Duke's Way 'Little' Pond

A small seasonal pond which dries in summer.

**Annual Autumn Management**

- Cut back vegetation surrounding the pond to 1meter from the water level. Vegetation to be cut to ground level.
- A proportion of the birch and alder regeneration to be left and cut on a 3-year cycle to create habitat enhancement and an element of shelter and screening.
- Suckering and low-level pruning to be conducted on the surrounding trees as required.

**Annual Summer Management**

- Remove deadwood from the dry pond and stack in habitat piles above the water mark and de-litter.
- If habitat piles migrate back into the pond through play activity, then in subsequent summer visits deadwood to be removed from site.
- Inspection of trees and any limbs seen as unsafe removed.

Dukes Way 'Duck' Pond

A larger and permanent pond offering habitat and recreational benefits to residents

**Annual Autumn Management**

- Cut back vegetation surrounding the pond to 1meter from the water level. Vegetation to be cut to ground level.
- The dogwood to be cut on a 3-year cycle to create habitat enhancement and an element of shelter and screening and ensure that the area does not become too overgrown.
- Suckering and low-level pruning to be conducted on the surrounding trees as required, focusing on the willow and alder suckering and regeneration.
- Brambles around edges seen as beneficial not only from habitat perspective but also as a natural deterrent from people entering the pond.
- Inspect duck house, adjust anchorage as necessary, clean out duck box.

### **Annual Summer Management**

- Litter picking around the water's edge and deadwood removal.
- Annual assessment of water level and sludge/sediment deposits.
- Inspection of trees and any limbs seen as unsafe removed.

### Settlement / Sluice Pond

Large pond which is found at the end of the culvert as it enters the River Weaver.

### **Annual Autumn Management - Annual De-Silt**

Rather than leaving the sediment to build up over extended periods of time on the first de-silt operation we could create a smaller silt trap at the head of the pond. This could then be excavated on an annual basis. This approach would help spread cost of the operation going forward, but if not more importantly would reduce the significant disturbance to residents and wildlife that a major de-silt operation will cause.

- Cut back vegetation surrounding the pond to 1meter from the water level. Vegetation to be cut to ground level.
- Suckering and low-level pruning to be conducted on the surrounding trees as required.
- Check culvert, remove debris and silt from in front and behind culvert debris screens.
- De-silt the entry silt trap and extending into the pond as far as required to maintain the open water.

### Bickerton Way Pond

A small seasonal pond offering habitat benefits and assisting with drainage of nearby grassed area

### **Annual Autumn Management**

- Flail bramble on the banks and any other aggressive weeds, leaving a habitat fringe, trim back trees and shrubs as required.

### Moor Park Road Pond 'Top'

A small pond offering habitat and amenity benefit.

### **Annual Autumn Management**

- Flail bramble and scrub on the near bank and any other aggressive weeds, leaving a habitat fringe of 1 meter where possible to the water's edge.
- Cut and remove regenerating willow and sallow from around the far bank/water's edge, stump treat cut vegetation. Take care to leave screening and vegetation higher up far bank.
- Inspect duck house, adjust anchorage as necessary, clean out duck box.



### Moor Park Road Pond 'Bottom'

A small seasonal pond.

#### **Annual Autumn Management**

- Flail bramble and scrub around the bank edges, leaving a habitat fringe of 1 meter where possible to the water's edge.

#### **Annual Summer Management**

- Remove deadwood from the dry pond and stack in habitat piles above the water mark and de-litter.
- Reduce/coppice/pollard willow regeneration.
- Inspection of trees and any limbs seen as unsafe removed.

### Coronet Pond

A medium size pond offering habitat and high amenity benefit however now suffering from an infestation of non-native invasive weeds, we suggest that these are targeted twice a year to try and reduce/eradicate them from the pond.

#### **Annual Autumn and Spring Management**

- Remove all invasive weed, Parrots Feather and crassula.
- Removal by hand pulling/raking, all material removed to be treated with appropriate herbicide prior to removal from site, all protective clothing to be bagged for decontamination.
- Conduct weed control on the paved area around the pond.

#### **Annual Summer Management**

- Remove a large section of Bull rush leaving a group in the centre of the pond
- Remove any self-seeded trees from around the banks
- Remove any litter from the pond
- Conduct weed control on the paved area around the pond.

### Kingsmead Main Drainage Ditch System ('Culvert')

Culvert Management (7 culverts in system)

- Clean debris from front of all culvert grills
- Excavate sediment from behind all culvert grills and grade out on bankside.
- Check all culverts in the system and ensure clear passage of water.
- Remove any blockages found in culverts, rod, and drain-jet culverts to minimise sedimentation within them.

Works to be conducted three times per annum

**Autumn Main Drainage Ditch Dredging**

- Prune, high prune and remove any trees along entire drainage system required for excavator access.
- Dredge the entire length of the drainage system from the fire station to the downstream access point opposite Blakemere Drive.
- All spoils to be graded out on bankside.
- Spoils to be rotovated where necessary once spoils have dried out in spring.
- Areas of spoil to be re-seeded with grass seed (and wildflower seed if appropriate) as and where required.

Autumn maintenance on West Boundary Plantation Access Track

- Clearance of the track to ensure that there is always accessibility in the plantation for maintenance and any future tree work. This will also ensure that there is a clear boundary from the woodland and the residents. This work to include pruning and high pruning trees and shrubs along both sides of access track to allow clear passage of maintenance machinery.
- Forestry mulch/flail vegetation along access track.



## **General Conditions of Contract**

### **1. Definitions**

1.1 The term 'Purchase Order' shall mean the Employer's Purchase Order which specifies that these conditions apply to it.

1.2 The term 'Employer' shall mean the person, firm or company so named in the Purchase Order.

1.3 The term 'Contractor' shall mean the person, firm or company to whom the Purchase Order is issued.

1.4 The 'Works' shall mean all work to be undertaken, and materials to be supplied, by the Contractor in performance of the Contract.

1.5 'The Site' shall mean the location where the Works are to be performed.

1.6 'The Contract' shall mean the contract between the Employer and the Contractor consisting of the Purchase Order, these conditions and any other documents (or parts thereof) specified in the Purchase Order. Should there be any inconsistency between the documents comprising the contract, they shall have precedence in the order herein listed.

### **2. Inclusions in Contract**

The Contract includes for all materials, labour, plant, equipment, transport, handling of materials and plant, tools and appliances, and all other things necessary for the Works.

### **3. Inspection of site**

The Contractor is deemed to have understood the nature and extent of the Works and to have visited the Site and shall make no claim founded on his failure to do so. The Employer shall, on request of the Contractor, grant such access as may be reasonable for this purpose.

### **4. Manner of carrying out the works**

4.1 The Contractor shall make no delivery nor commence work on Site before obtaining the Employer's consent.

4.2 Access to and possession of the Site shall not be exclusive to the Contractor but only such as shall enable him to carry out the Works concurrently with the execution of work by others.

4.3 The Employer shall have the power at any time during the progress of the Works to order in writing:

- a) The removal from the Site of any materials which in the opinion of the Employer are not in accordance with the Contract.
- b) The substitution of proper and suitable materials.



c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which, in respect of material or workmanship, is not in the opinion of the Employer in accordance with the Contract.

4.4 No work shall be laid in excavation and no work shall be covered or hidden until approved by the Employer.

## **5. Completion date**

The date of completion of the Works or, in the case of a service being performed at regular intervals, the period of the Contract, shall be that specified in the Employer's Purchase Order unless otherwise agreed between the Employer and the Contractor. Time shall be of the essence.

## **6. Terms of payment**

Payment will only be made against an invoice. Invoices must be sent to the Parish Council on the first Monday of each month (or next working day if the Monday is a Bank Holiday). The invoice will be paid after approval at Full Council meeting on the 28th of each month (or the next working day if the 28th falls on a non-working day or Bank Holiday). Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge

## **7. Contractor's Supervisor**

The Contractor shall have a competent supervisor on the Site and any instructions given to the said supervisor (written or oral) shall be deemed to be given to the Contractor.  
Contract Manager

The Contractor shall ensure that during the contract period a member of the Contractor's management staff, or the Supervisor, is empowered to act on behalf of the Contractor and be available to be contacted by the Clerk of the Parish Council at all "reasonable" times, i.e., during office hours (generally 9.00 a.m. - 6.00 p.m. Monday to Friday). The Contractor should be contactable, or an answering facility made available outside office hours (generally 5.00 p.m. - 8.00 a.m. Mondays to Friday, 24 hours Saturday and Sunday). The Contractor will provide an emergency contacts list. Both the Contractor and the Council will make known to each other the persons responsible for daily matters affecting the contract.

## **8. Assignment and sub-contracting**

8.1 The Contractor shall not assign or sub-contract any portion of the Contract without the prior written consent of the Employer. No sub-contracting shall relieve the Contractor from the responsibility of the Contract or from active supervision of the Works during their progress.



8.2 Where the Employer has consented to the placing of sub-contracts, copies of each sub-order shall be sent by the Contractor to the Employer immediately it is issued.

## **9. Variation in contract price**

Save as provided for under Sub-Clause 10.2 the contract price shall be a firm price unless otherwise agreed between the parties when the Purchase Order is placed.

## **10. Variation of the works**

10.1 The Contractor shall not vary any of the Works, except as directed in writing by the Employer.

10.2 The Employer reserves the right by notice in writing to modify the quality or quantity of the Works and any alteration to the Contract price arising by reason of such modification shall be agreed between the parties.

## **11. Payments to site labour**

11.1 The Contractor and his Sub-Contractor (if any) shall pay their respective employees on the Site the rates of wages, and observe hours and conditions of working, recognized by the national agreements if any, for the industries or trades applicable to the Contractor's work and in any event at least the statutory minimum wage, where in force and relevant. In the absence of such Agreements the Contractor and his Sub-Contractors shall observe rates and conditions approved by the Employer.

11.2 Bonus and other payments outside those defined in 11.1 above shall only be made in accordance with principles agreed with the Employer.

11.3 Hours of working, including overtime, shall be agreed with the Employer.

11.4 Before the placing of the Contract, the Contractor shall have obtained for himself and his Sub-Contractors (if any) the approval of the Employer for the arrangements covered in 11.1, 11.2 and 11.3 above. The Contractor and his Sub-Contractors shall not introduce or commence to negotiate any changes in these arrangements without the written consent of the Employer. Notice shall be given to the Employer of the implementation of any national awards affecting these arrangements.

11.5 The Contractor shall not offer employment to any person employed by the Employer or by other contractors employed by the Employer whilst work under the Contract is taking place.

## **12. Statutory duties and safety**

12.1 The Works shall be carried out with the proper regard to safety and the Contractor shall observe and conform to all statutory enactments and regulations and any by-laws and/or regulations of local or other authorities applicable to the Works or generally to the Site where the Works are carried out, the cost of supplying and/or doing all things required for the



purpose being deemed to be included in the Contract price. Any additional expenses reasonably incurred by the Contractor in conforming with any such statutory enactments, by-laws and regulations made subsequently to the Contractor's tender or quotation shall be added to the Contract price, provided that such additional expenses were not ascertainable at the date of tender or quotation.

12.2 The contractor shall carry out appropriate risk assessments prior to commencement of the works and on an ongoing basis and make these available to the Employer on request.

12.3 The Contractor shall be responsible for the suitability and safety of the equipment used by him and no equipment shall be used which may be unsuitable, unsafe or liable to cause damage. Without lessening the absolute responsibility of the Contractor in regard to such equipment, the Employer shall have the right to inspect such equipment and, if in the Employer's opinion it is unsuitable, it shall not be used on the Works, no extra time or payment being allowed to the Contractor for replacement.

### **13. Free-issue materials**

Where the Employer for the purposes of the contract issues materials free of charge to the Contractor such materials shall be and remain the property of the Employer. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. Any surplus materials shall be disposed of at the Employer's discretion. Waste of such materials arising from bad workmanship or negligence of the Contractor shall be made good at the Contractor's expense. Without prejudice to any other of the rights of the Buyer, the Seller shall deliver up such materials whether further processed or not to the Buyer on demand.

### **14. Indemnity**

The Contractor shall take every practicable precaution not to damage or injure any property or persons. The Contractor shall satisfy all claims founded on any such damage or injury which arise out of or in consequence of any operations under the Contract whether such claims are made by the Employer or by a third party against the Contractor or against the Employer, and the Contractor shall indemnify the Employer against all actions, demands, damages, costs, charges and expenses (including legal fees) arising in connection therewith, provided, however, that nothing in this condition shall render the Contractor liable for any injury or damage resulting from any negligent act or omission of the Employer, his servants or agents, or any other contractor employed by the Employer and the Employer shall indemnify the Contractor against all demands and expenses arising in connection with any such damage or injury.

### **15. Insurances**

15.1 The Contractor shall have in force and shall require any Sub-Contractor to have in force:  
(a) Employers Liability Insurance (in accordance with statutory requirements) and



(b) Public Liability Insurance for such a sum and range of cover as the Contractor deems to be appropriate but not less than £5,000,000 for any one incident unless agreed by the Employer in writing.

All such insurances shall be extended to indemnify the Employer against any claim for which the Contractor or Sub-Contractor may be legally liable.

15.2 The Policy of Insurance shall be shown to the Employer whenever he requests together with satisfactory evidence of payment of premiums.

15.3 The Employer shall maintain Employer's Liability and Public Liability Insurance in respect of his own liabilities.

## **16. Notification procedure**

The Contractor shall give immediate notice in the event of any accident or damage likely to form the subject of a claim under the Employer's insurance and shall give all the information and assistance in respect thereof that the Employer's insurers may require, and shall not negotiate, pay, settle, admit or repudiate any claim without their written consent, and shall permit the insurers to take proceedings in the name of the Contractor to recover compensation or secure an indemnity from any third party in respect of any of the matters covered by the said insurance.

## **17. Contractor's conditions**

No conditions submitted or referred to by the Contractor when tendering shall form part of the Contract unless otherwise agreed to in writing by the Employer.

## **18. Secrecy**

18.1 No photographs of any of the Employer's equipment, installations or property shall be taken without the Employer's prior consent in writing. The Contractor shall keep secret and shall not divulge to any third party (except Sub-Contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contract) all information given by the Employer in connection with the Contract or which becomes known to the Contractor through his performance of such work under the Contract.

18.2 The Contractor shall not mention the Employer's name in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without the Employer's prior consent in writing.

## **19. Clearance of site on completion**

On completion of the Works the Contractor shall remove at his expense his plant, equipment and unused materials and shall clear away from the Site all rubbish arising out of the Works.



## **20. Contractor's default**

20.1 If the Contractor fails to carry out promptly any of the Employer's instructions and fails within 10 days of notice by the Employer drawing attention to such failure to take such steps as reasonably satisfy the Employer, the Employer may, without prejudice to any other of his rights, carry out Works at the risk and expense of the Contractor.

20.2 If the Contractor commits a breach of the Contract and fails within 10 days of notice by the Employer to take such steps as reasonably satisfy the Employer to rectify such breach, the Employer may, without prejudice to any other of his rights, terminate the Contract forthwith by notice to the Contractor. Thereupon, without prejudice to any other of his rights, the Employer may himself complete the Works or have it completed by a third party, using for that purpose (or making a fair and proper payment thereof) all materials, plant and equipment on the Site belonging to the Contractor, and the Employer shall not be liable to make any further payment to the Contractor until the Works have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from the Contract price (ascertained in accordance with the terms and conditions of the Contract) any additional cost incurred by the Employer. If the total cost to the Employer exceeds the said Contract price, the difference shall be recoverable by the Employer from the Contractor.

## **21. Insolvency and bankruptcy**

If the Contractor becomes insolvent or bankrupt or (being a Company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) the Employer may, without prejudice to any other of his rights, terminate the Contract forthwith by notice to the Contractor or any person in whom the Contract may have become vested.

## **22. Notices**

Any notice to be sent under this Agreement should be sent to the addresses given in the signed agreement, served personally or by pre-paid registered or recorded delivery letter or facsimile confirmed by first class post. Letters shall be deemed served 48 hours after posting and facsimiles on despatch. Any notices served by email will only be deemed served if formally acknowledged by the Employer

## **23. Waiver**

No delay or omission by Employer in exercising any of its rights or remedies under this Agreement or under any applicable law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.



#### **24. Headings**

The headings in this Contract are for ease of reference only and shall not affect the construction thereof.

#### **25. Severance**

If any provision of this Contract shall be void or unenforceable by reason of any provision or applicable law, it shall be deleted, and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of the Agreement so far as possible.

#### **26. Errors and omissions**

Errors and omissions excepted.

#### **27. Social Media**

Details of works carried out by the Contractor on behalf of the Parish Council may not be published or posted on websites or social media sites without first gaining permission in writing from Full Council. If permission is not obtained in advance and details of works are posted or published, then the contract may be terminated

#### **28. Acceptance of Tenders**

The Council does not bind itself to accept the lowest, or any, tender.