

# *Usk Town Council*

The Sessions House, Maryport Street Usk NP15 1AD

**Extraordinary Meeting**  
**held at Sessions House on Monday 27<sup>th</sup> April 2026 at 6.00pm**



**Town Clerk**

**Present:**

Chair: Cllr D. Richards,  
Cllr K. Peacock, Cllr M. Howells, Cllr A. Ivin, Cllr D. Harrison, Cllr G. Howells, Cllr A. Snellgrove,  
County Cllr T. Kear,  
RFO: Damian Nash,  
Clerk: Angela Morgan.

**MINUTES**

**1.1 To discuss the Service Level Agreement for the provision of maintenance and management of street scene services.**

Councillor A. Ivin gave a report of her findings to councillors:

Comparing against the original draft what changes have been made.

**Amendments** made show some improvements from the original draft in that there is a separation between baseline services provided by MCC at no cost to UTC and the enhanced services which is what UTC would pay for.

**Baseline Services**

- Hedge cutting x1 occasion per year,
- Shrub pruning x1 occasion per year (this has been reduced from 2x a year)
- Weeding and application of wood bark x1 occasion per year
- Mechanical sweeping x7 occasions per year
- Emptying of litter bins in Maryport Street North car park on weekends (this task is undertaken by the toilet cleaner),
- Grass cutting x10 occasions per year. With exception of areas identified as Nature Isn't Neat cut on x1 occasion per year,
- Inspection of play equipment x1 weekly
- Note: refuse collection has not been included in this service, which it should be.

**Additional Works** no cost included

**Indemnity** concern that it still applies, MCC said it doesn't and have advised UTC to take advice. Cllr Ivin advises it is likely to apply; it certainly applies to fixed term contracts (specifically set up in the statute). There is a grey area; provision to UTC is 3 days rather than full time. If UTC decide at the end of the agreement to do broadly the same thing with directly employed staff or through contractors, then employees of MCC can apply to be transferred over with the service, MCC terms and conditions will need to be matched by UTC.

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**3 yr Contract** but with a review to transfer employment to UTC; annual discussion – this is relevant to TUPE.

**Schedule Works** having priority but enhanced services haven't been subdivided into scheduled works; this needs to be clarified.

**Costs** will be increased by CPI (Consumer Price Index) annually, RPI (Retail Price Index) was requested and rejected.

**Equipment** bought by MCC – an improvement on the original draft where UTC were to purchase equipment. Limited to tools, drills, two trimmers, a hedge cutter, blowers, spades, forks and handheld pruners.

**Termination of Contract** certain items can terminate the agreement, e.g. if a staff member is made redundant.

**Staff Absence** Clause 15.16 states that MCC shall only supply an additional member of staff to cover when 2 members are unavailable if resources allow. 6-8 weeks leave and 11 bank holidays per member of staff means UTC will receive service of 1 member of staff when paying for 2 members. A change of this clause was requested but has not been changed. A flexible payment would be preferable.

**Enhanced Services** outlined in Schedule 1 (Monday, Wednesday, Friday) is what UTC will be paying for:

- Manual street cleaning,
- Litter picking – black spots, reactive to requests, complaints etc.
- Shrub pruning x1 occasion per year (this has been reduced from 2x a year).
- Daily litter bin emptying (less frequent dependent upon usage)
- Enhanced Horticultural works including maintenance of newly planted areas, enhanced activity in all the greenspaces, support for Usk in Bloom when required
- Graffiti removal/covering
- Repairs, painting, cleaning and decoration to street/park furniture and fencing – benches, bins, bollards, signs etc.
- Deep clean of the town centre area
- Leaf clearance
- Removal of vegetation from hard surfaces, with exception of the cobbled areas (Note: does not state how cobbles will be weeded/strimmed),
- Support for events (an additional charge).

**Fee** 10% supervision charge is more than 10%, £6995,00 it should be £4965.00; figures don't add up. They haven't included the RPI, figures given last year do not reflect this. This needs clarification.

**Performance** standards would be difficult to measure as there are no specific targets.

Chair thanked Alison.

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**Cllr D. Richards** reported that Goytre and Raglan are ready sign up for the Town Team. MCC do support the town with events such as Usk in Bloom judging and Gardens Open and we should be able to trust them. This latest agreement has been based on Abergavenny's, who are on their 6<sup>th</sup> year and are very happy.

## **Council members were asked for their view on how to progress:**

**Cllr A. Ivin:** MCC are looking to cover 3 days work for employed staff, UTC should be looking for a service. Enhanced services should not need 2 operatives for 3 days a week for the whole year. Suggestion that needs are identified by those that understand the town, e.g. Usk in Bloom members. UTC needs to find value for money for the town. Forced into this position due to MCC not allowing third parties to work on their assets. Chepstow has employed their own contractors. Risks (in view of protecting the town's money, £180,00.00 over 3 years without indexation) include absence cover, TUPE, automatic RPI increases and additional costs, omission of work on the cobbles, a lack of separation with the Baseline Services across litter and costs are incorrect. Sense of distrust as MCC have not looked after us.

**Current position:** the town needs support, the agreement is not good value for money, not prepared to sign as it stands.

**Proposal:** More negotiation and look at ad hoc in the meantime.

**Cllr K. Peacock:** Historically, the current street cleaning service provided by MCC has not been kept up over the past 8 years. MCC and UTC have let down the street cleaner by not keeping on top of this. Cobbles are one of the main areas that are not being cared for.

**Current position:** not prepared to sign until MCC carries out the work they are currently paid for.

**Cllr D. Harrison:** Concerned that UTC would be indemnifying employees and carrying out their performance management. We don't want an employment contract which this is and UTC need a service contract. Grey area still on basic and enhanced. The relationship between MCC and UTC obviously matters but the relationship should be with individuals. Have we been paying for something we haven't had. Praised the work done by Cllr Ivin that has revealed that it seems to be a one-sided agreement. What is the level of specification? We need to give them UTC's requirements.

**Current position:** Not able to vote for this as it is.

**Proposal:** Meeting with UTC and all officers to discuss disappointments and guarantees.

**Cllr A. Snelgrove:** If there were 2 men 3 days a week, the town will improve. We need value for money, is the current position value for money? No. 2 men will make things so much better. Clerk can tell them what needs doing around the town.

**Current position:** In support of the Town Team proposal

**Cllr G. Howells:** We currently have 1 man 5 days a week, so 2 men (6 days) won't be much different, financially. The town's cobbles require maintenance due to excessive weeds.

**Current position:** In support of the Town Team proposal.

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**Proposal:** Address the issue of the cobbled areas.

**Cllr M. Howells:** Has had complaints from residents and is feeling the pressure. The 3-yr contract can be terminated with a 12-month notice. 3 days (an extra day with 2 trained operatives) will provide us with a good working relationship that can be built with Clerk and Nigel. Concerned that as time goes on the weeds will get unmanageable.

**Current position:** Happy to back the agreement once further clarifications have been made regarding the cobbles and absent staff cover.

**Proposal:** request Ad Hoc, what is available and when?

**Cllr D. Richards:** the town needs to be clean and something needs to be done, no alternative other than to have works carried out by MCC (no third parties). MCC has stated that we need a contract, either based on what we have now or a service line agreement. Would like to see a fresh contract written specifically for Usk with the gaps addressed, additional services explained, and cobbled area management explained.

**Current position:** negotiation with MCC of aspects raised. Would sign once UTC's requirements are addressed.

**Proposal:** Meeting with MCC officers

## **County Cllr Kear spoke as chair of Usk in Bloom and as a County Councillor:**

He is dealing with complaints and a possible media report on the state of the town as it is. Ad hoc work is needed as this is further discussed, although MCC workforce has little availability. Councillor Kear advised the council of his position and concerns from Usk in Bloom volunteers asking why money from charitable concerns and taxpayers are funding the work and assets of Usk in Bloom when the state of the square is as it is. This town pays the highest precept tax, this should have been dealt with years ago, but now this current council will be signing something that will be handed over to a new committee in 12 months' time so they need to get it right.

Conversations with MCC (Nigel Leaworthy): 2 big sweepers have cleared gutters with the weed buster and 2 mini sweepers will be around the pavements next week. Further weeds will need to be managed with ad hoc work.

Difficult conversations will need to be had to complete this agreement which will take 6-8 weeks until operatives will be on the ground.

**Further Discussions** were had around obtaining ad hoc work from outside agencies in the absence of MCC workforce, how to map the town for arranging a schedule of works and how cobbles have been dealt with previously.

**ACTION:** clerk to arrange a meeting with UTC, Nigel, David and Richard

**ACTION:** Cllr A Ivin, to correspond with Richard, lawyer to lawyer.

**ACTION:** Councillors to collate a list of works prior to the meeting.