

ASTON, COTE, SHIFFORD & CHIMNEY PARISH COUNCIL

CLERK'S BRIEFING NOTES

PARISH COUNCIL MEETING ON 6 APRIL 2017

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Prepared by Helen Sandhu
1 April 2017

Correspondence sent since 2 March 2017

- a) Letter to Oxfordshire County Council with response to Minerals and Waste consultation
- b) Email to WODC Planning with responses to planning application for Land north of Back Lane
- c) Letter to St James' Church enclosing donation
- d) Letter to David Nimmo Smith, OCC Cabinet Member, about obstruction of highway verge on Ham Lane
- e) Letter to householder of Rosedale Cottage about request for relocation of dog bin
- f) Email to householder of Birchwood Cottage about request for relocation of dog bin
- g) Email to householder of Birchwood Cottage about request to plant/put bollards on the verge opposite their property

**ASTON, COTE, SHIFFORD & CHIMNEY PARISH COUNCIL
COUNCILLORS' TRAVELLING ALLOWANCES SCHEME
FINANCIAL YEAR 2017/2018**

Aston, Cote, Shifford & Chimney Parish Council, in exercise of the powers conferred by the Local Authorities (Members' Allowances) (England) Regulations 2003, hereby makes the following scheme:

1. Name and Duration

- 1.1. This scheme may be cited as the Aston, Cote, Shifford & Chimney Parish Council Councillors' Travelling Allowances Scheme.
- 1.2. This scheme shall have effect for the period 1 April 2017 to 31 March 2018.

2. Travel and other Expenses

- 2.1. The duties and activities in respect of which travel and related expenses will be payable, are:
 - (a) the attendance at a meeting of the authority or of any committee or sub-committee of the authority, or of any other body to which the authority makes appointments or nominations, or of any committee or sub-committee of such a body, subject to the meeting taking place outside the parish boundary, in accordance with clause 2.9 ;
 - (b) the attendance at a meeting of any association of authorities of which the authority is a member;
 - (c) the performance of any duty in pursuance of any standing order made under section 135 of the Local Government Act 1972 requiring a member or members to be present while tender documents are opened, subject to the venue being outside the parish boundary, in accordance with clause 2.9;
 - (d) attendance at training events and information seminars either organised by the Council or where attendance has been authorised; and
 - (e) the carrying out of any other duty approved by the authority, or any duty of a class so approved, for the purpose of, or in connection with, the discharge of the functions of the authority or any of its committees or sub-committees.
- 2.2 The approval for members to carry out additional duties falling within 2.1(e) above will in general be granted at a previous Parish Council meeting. Where that is not possible, the Clerk, after consultation with the Chairman, has the authority to approve additional duties falling within 2.1(e) above.
- 2.3 A Councillor may be reimbursed for travel and other expenses incurred in connection with or relating to the duties specified in 2.1 above.
- 2.4 Notwithstanding 2.3 above, the following shall be excluded from the scheme in relation to travel and other expenses:

(a) attendance at social events unless this is attendance at such functions as the Parish Council deems it proper for the member to attend as representative of the Council ;

(b) attendance at a meeting of an outside body for which travel and other expenses are paid for by that body

2.5. The rates of the allowances in respect of travel shall be as follows:

All Vehicles	Inland Revenue non profit making rate (currently 45p per mile)
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2.6. Taxis should be used, and payment will be made, only where travel by other forms of public transport or by car is not possible.

2.7. Standard class fares only will be reimbursed.

2.8. Related travel expenses, including car parking and road tolls will be reimbursed.

2.9. Travel allowances and related expenses will only be reimbursed for travel or duties undertaken outside the parish boundary.

2.10. In respect of all the claims for travel allowances and related expenses, it is expected that members exercise economy and efficiency, to minimise claims.

3. Claims and Payments

3.1. A claim for travel or other expenses under this scheme shall be made on the claim form designed for the purpose, a copy of which can be obtained from the Clerk.

3.2. A claim for travel or the reimbursement of expenses shall include details of the duty/activity in respect of which the claim has arisen, and a travel claim shall specify the total number of miles travelled.

3.3. A claim for the reimbursement of expenses, shall be supported by a receipt.

4. Publicity

4.1 The Travelling Allowances Scheme will be publicised on the noticeboards in the parish for 14 days after its adoption and will be published on the Parish Council website.

4.2 After the end of each financial year the total amount paid to each member of the Parish Council under the Travelling Allowances Scheme will be publicised on the noticeboards in the parish for 14 days and will be published on the Parish Council website.

4.3 Reports of the Parish Remuneration Panel, a body of the District Council, will be published on the noticeboards and on the Parish Council website.

This allowances scheme was adopted by
Aston, Cote, Shifford & Chimney Parish Council
on (6 April 2017)

¹DATED 2017

THE OXFORDSHIRE COUNTY COUNCIL

- and -

ASTON, COTE, SHIFFORD & CHIMNEY PARISH COUNCIL

**Agreement
under Section 101 of the Local Government Act 1972**

relating to various highway functions

N Graham
Chief Legal Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

¹ Please do not date. The County Council will date when it has sealed the deed

THIS AGREEMENT is made the² day of

2017

BETWEEN:-

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** ("the County Council")
- (2) **ASTON, COTE, SHIFFORD & CHIMNEY PARISH COUNCIL** ("the Parish Council")

1. **Interpretation**

In this Agreement:-

- 1.1 "the County Council" means the Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions as highway authority, local traffic authority and lead local flood authority for the area of the Parish and any duly appointed employee or agent of the County Council or such successor
- 1.2 "Delegated Functions" means the functions described in column 1 of Schedule 1 to this Agreement
- 1.3 "including" means including without limitation or prejudice to the generality of any preceding description defining term phrase or word(s) and "include" shall be construed accordingly
- 1.4 "the Parish Council" means Aston, Cote, Shifford & Chimney Parish Council whose principal office is 1 Manor Close, Aston, Bampton, Oxon OX18 2DD and whose representative is the clerk of the Parish Council or such other representative as is advised to the County Council.
- 1.5 "the Parish" means the area of Aston, Cote, Shifford & Chimney.

² Please do not date. The County Council will date when it has sealed the deed

- 1.6 "Public Rights of Way" means the footpaths, bridleways, restricted byways and byways open to all traffic recorded on the Definitive Map and Statement for Oxfordshire and situated in the Parish
- 1.7 "the Roads" means the public highway maintainable at public expense situated in the Parish and which may lawfully be used by mechanically propelled vehicles (but excluding any byways open to all traffic)
- 1.8 "statutory requirements" means requirements of any enactment (being any act or any subordinate legislation as defined in the Interpretation Act 1978) national guidance or practice guides
- 1.9 Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply
- 1.10 Headings in this Agreement will be for convenience only and shall not be taken into account in its construction and interpretation
- 1.11 Reference to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Agreement
- 1.12 Where the context so requires:-
- 1.12.1 the singular includes the plural and vice versa
- 1.12.2 the masculine includes the feminine and vice versa
- 1.12.3 persons includes bodies corporate associations and partnerships and vice versa
- 1.13 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that this is done and words placing a party under restriction include an obligation not to cause permit or allow infringement of this restriction

1.14 Any notice, act, determination, direction or other communication between the parties in connection with the Delegated Functions shall be given in writing and be correctly addressed and sent by prepaid first class post or be delivered personally to the Director of Environment and Economy at the County Council County Hall, New Road, Oxford OX1 1ND or to the clerk for the Parish Council

2. **Purpose of Agreement**

- 2.1 The County Council wishes to make arrangements with the Parish Council for the discharge by the Parish Council of certain of the County Council's functions relating to highways, public rights of way, watercourses and school crossing patrols under the Highways Act 1980, and if relevant the Road Traffic Regulation Act 1984 and the Land Drainage Act 1991, and any other enactment giving the County Council the duty or the power to carry out the functions delegated under this agreement
- 2.2 For the purposes of the above mentioned acts the County Council is the highway authority and the traffic authority for certain highways in the Parish and is the lead local flood authority for the Parish
- 2.3 The Parish Council wishes to carry out the Delegated Functions in their Parish
- 2.4 This Deed is entered into pursuant to Section 101 of the Local Government Act 1972, Section 9EA of the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and all other enabling powers for the purpose of delegating the functions referred to in this agreement

3. **Delegation**

- 3.1 The County Council hereby delegates to the Parish Council the power to discharge the Delegated Functions in accordance with the provisions of this Agreement and the Parish Council accepts the delegation of the Delegated Functions subject to the provisions of this Agreement

4. **Commencement and Operation**

- 4.1 This Agreement shall operate on and from the date of this agreement until it is terminated as follows:-

4.1.1 Immediately on written notice from the County Council in the case of any substantive breach of the terms of this agreement by the Parish Council

4.1.2 by the County Council giving not less than 3 months prior written notice to the Parish Council to take effect at any time

4.1.3 by the Parish Council giving not less than 3 months prior written notice to the County Council to take effect from 1 January in any year

AND the County Council or as applicable Parish Council may give notice as aforesaid so as to partially terminate this Agreement in respect of one or more of the Delegated Functions only

- 4.2 This Agreement is entirely without prejudice to Section 101 (4) of the Local Government Act 1972 so that the County Council may continue to exercise the functions described in Schedule 1 to this Agreement as well

- 4.3 If at any time it appears to the County Council that the Parish Council is materially in default of its obligations under this Agreement the County Council may take such action as appears to be reasonably necessary to

remedy such default and may recover its reasonable costs in so doing from the Parish Council subject always to the default continuing after the County Council has given not less than 21 days notice (or in case of emergency such notice if any as is practicable) of the steps it requires to be taken to remedy the default

- 4.4 On termination of this Agreement the rights or remedies for any antecedent breach and clauses which expressly or by implication have effect after termination shall continue in full force and effect

5. **Performance of Delegated Functions**

- 5.1 The Parish Council covenants that:-

- 5.1.1 it will perform the Delegated Functions and undertake them with all due skill care and diligence and in accordance with the provisions of this Agreement
- 5.1.2 it will in carrying out each Delegated Function comply with the conditions and requirements relating to that Delegated Functions as set out in columns 2 and 3 of Schedule 1
- 5.1.3 it will in carrying out the Delegated Functions comply with all statutory requirements and without limitation to the foregoing will comply with Health & Safety at Work and employment legislation at all times in carrying out Delegated Functions
- 5.1.4 it will in carrying out the Delegated Functions including exercising the discretions and decision making powers relating to the Delegated Functions comply with any procedures, protocols and guidance of the County Council as so advised from time to time

including the procedures, protocols and guidance referred to in

Schedule 1

5.1.5 it will exercise the Delegated Functions with the minimum of disturbance to the highway and take all appropriate steps to safeguard public rights of passage on the highway

5.2 Any written communication from the Parish Council in connection with the discharge of the Delegated Functions shall state that such functions are exercised by the Parish Council as delegated by the County Council but no such document shall be invalid by reason only that this requirement is not complied with and no person acting in pursuance of any such document shall be concerned to see if such requirements are observed

6. Finance/Funding

6.1 All expenses arising out of the exercise by the Parish Council in carrying out the Delegated Functions will be defrayed by the Parish Council

6.2 Where funding is available for the Delegated Function as identified in column 4 of Schedule 1 the relevant provisions of Schedule 2 shall apply

7. Legal Proceedings

7.1 The Parish Council will notify the County Council of any claim made against the Parish Council in respect of the Delegated Functions within 21 days of receipt of such a claim

7.2 Where any proceedings arise in connection with the Delegated Functions the County Council or the Parish Council (or both as the case may require) shall each provide to the other such evidence and other information and assistance as may reasonably be required for the purpose of those proceedings

8. **Indemnity and Insurance**

8.1 The Parish Council will indemnify the County Council in respect of all actions claims costs demands proceedings and liabilities which may arise from any act omission or neglect on the part of the Parish Council its agents contractors volunteers or employees in connection with the performance of any of the Delegated Functions or from any breach by the Parish Council of the provisions of this Agreement save to the extent that liability arises out of the negligence or default of the County Council

8.2 The Parish Council covenants with the County Council that it will inform its insurers of its agreement to carry out the Delegated Functions under this agreement and will maintain insurance cover with a reputable company to include public liability insurance in the minimum sum of Ten Million Pounds (£10,000,000) per claim and employers liability insurance in the sum of Ten Million Pounds (£10,000,000) per claim. The Parish Council will within 14 days of request supply evidence to the County Council that such insurance is being maintained by the Parish Council

9. **Employment**

The Parish Council shall indemnify the County Council and any provider engaged by the County Council to perform any of the Delegated Functions and keep them both fully indemnified in respect of any claims losses costs expenses demands and liabilities which relate to any claim brought by any employee or person claiming to be an employee (including any contractor) on the date upon which this Agreement or relevant part of it is terminated arising out of their employment with the Parish Council or its termination

10. **Third Party Rights**

This Agreement gives no rights under the Contract (Rights of Third Parties) Act 1999 but this does not affect any rights which were available apart from that Act

11. **No Waiver**

No alterations in the terms of this Agreement nor any forbearance or forgiveness on the part of any party in or in the extent or nature of any matter or thing concerning this Agreement shall in anyway release any party from liability under this Agreement

12. **No Fetter**

Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the County Council or Parish Council in the exercise of their respective functions in any capacity

13. **Variations**

Any provision of this Agreement may be varied at any time by written agreement between the parties such variation to be attached to this Agreement

14. **Initial Dispute Resolution**

In the event of a dispute arising in connection with this Agreement which is not resolved within 14 days by the Parish Council and the County Council it shall:-

14.1 in the first instance be referred to the respective directors of the Parish Council and the County Council with overall responsibility for the performance of the Delegated Functions

14.2 if after a further 14 days the dispute remains outstanding it will be referred to the Chief Executives or other senior officer designated by the Parish Council and the County Council

IN WITNESS whereof the parties have executed this Deed the day and year first
above written

³**SIGNED** as a **DEED** by two members of **the PARISH COUNCIL**

.....
(print name) (signature)

.....
(print name) (signature)

OR

THE COMMON SEAL of

the PARISH COUNCIL)

was affixed to this Deed in the presence of:)

Authorised officer.....

OR

SIGNED as a **DEED** by **the PARISH COUNCIL**

Name of officer.....signature.....

In the presence of:

Witness signature.....

³ The Parish Council will know its own constitution and how to execute documents. If none of the above execution clauses appropriate please could the Parish Council amend the wording by hand as needed

SCHEDULE 1 – PART 1 – Grass Cutting (Urban)

Delegated Function	Conditions	Other Requirements	Notes
Cutting of grass verges within the urban area (inside 30mph speed limit)	<p>1. Minimum Standards for undertaking delegated function.</p> <p>1.1 Sufficient to ensure compliance with duty to maintain the highway specified in Section 41 of the Highways Act 1980</p> <p>1.2 Grass should be cut no less than twice a year once in late Spring and once in late Autumn (during the months of May – November)</p> <p>1.3 Visibility splay at road junctions or pedestrian crossings to be maintained in a safe manner at all times of the year.</p> <p>1.4 Grass to be cut to no less than 1 metre back from the kerb edge</p> <p>2. All work should be notified in advance to StreetWorks.TrafficManagement@Oxfordshire.gov.uk and postponed if required so as to ensure that there is no conflict with other highway works or street works</p>	<p>1. Health and Safety standards include:</p> <p>1.1 A site risk assessment to be carried out.</p> <p>1.2 Personal protective equipment to be worn/ used and correct for the speed of the road being worked on.</p> <p>1.3 Personal protective equipment to be supplied and used which is suitable for the tools/machines being utilised</p> <p>1.4 Correct type of grass cutting equipment to be used for different environments (steep verges etc).</p> <p>1.5 Training must be given to operatives utilising any form of cutting or mowing equipment or specialist equipment</p>	Funding available see Schedule 2.

	<p>of street works If at there is no conflict with other highway works work and be approved it is required to be in advance Greenwich Local Highways Team @ Oxfordshire CC All work should be notified in advance to</p>	<p>2. Cuttings may be left to mulch on the highway verge, disposed of commercially or composted in the community. Cuttings should not be taken to local household recycling sites</p>	
<p>the Highways 1. Grass to be cut to no less than 1 metre peak from times of the year overseeing to be maintained in a safe manner at all 1.3. Visibility applies in road junctions or bends around the margins of Highways - November once in late spring and once in late autumn 1.5. Grass should be cut no less than twice a year the Highway Act 1980 maintain the Highway specified in Section 2.1 or 1.4 sufficient to ensure compliance with duty to function 1. Minimum standards for maintenance of roads</p>	<p>1. Grass to be cut to no less than 1 metre peak from times of the year overseeing to be maintained in a safe manner at all 1.3. Visibility applies in road junctions or bends around the margins of Highways - November once in late spring and once in late autumn 1.5. Grass should be cut no less than twice a year the Highway Act 1980 maintain the Highway specified in Section 2.1 or 1.4 sufficient to ensure compliance with duty to function 1. Minimum standards for maintenance of roads</p>	<p>being utilized supplies for the local authorities to be supplied and used which is 1.2. Personal protective equipment worked on the speed of the road being is the work used and covered for 1.2. Personal protective equipment coming out 1.4. A site risk assessment to be include 1. Health and Safety standards to include</p>	<p>1. Health and Safety standards to include 1. Health and Safety standards to include</p>
<p>1. Health and Safety standards to include</p>	<p>1. Health and Safety standards to include</p>	<p>1. Health and Safety standards to include</p>	<p>1. Health and Safety standards to include</p>

SCHEDULE 1 - PART 1 - Grass Cutting (Annual)

SCHEDULE 2

FUNDING ARRANGEMENTS

1. The County Council will pay the sums calculated in each case according to the formula in the table below per annum from the 1st April of every year in respect of the Delegated Functions.
2. Payment will be made by a single annual payment in advance.
3. Payment for a part year will be calculated pro rata.
4. There will be an annual review of rates of payment by the County Council.
5. If the agreement is terminated part way through a year a pro rata refund is to be made to the County Council within 28 days of termination.
6. Payments calculated in accordance with paragraph 1 above are exclusive of VAT.

	FUNDING OFFERED	FUNDING MECHANISM
PART 1 – Grass Cutting (Urban)	10229.4 square metres of grass £1048.60	10.25 pence per square metre calculated at two cuts per annum.

Financial Matters

1. Cash Balances

	£
<i>SANTANDER CURRENT ACCOUNT</i>	
Balance at 28 February 2017	NIL
Balance at 31 March 2017	<u>NIL</u>
 <i>UNITY TRUST CURRENT ACCOUNT</i>	
Balance at 28 February 2017	10,017.59
February payments	(1,315.17)
Bank charges 3 months to 31 March 2017	(18.00)
Balance at 28 February 2017	<u>8,684.42</u>
 <i>NATIONWIDE DEPOSIT ACCOUNT</i>	
Balance at 28 February 2017	39,106.79
Transactions in month	NIL
Balance at 31 March 2017	<u>£39,106.79</u>
 <i>SANTANDER BUSINESS DEPOSIT ACCOUNT</i>	
Balance at 28 February 2017	534.79
Transactions in month: interest received	0.04
Balance at 31 March 2017	<u>£534.83</u>
 TOTAL CASH HOLDING AT 31 MARCH 2017	<u>£48,326.04</u>