

**LONGWICK-CUM-ILMER PARISH COUNCIL
THE ANNUAL MEETING OF THE PARISH COUNCIL WILL BE HELD
ON TUESDAY 19th MAY 2015 AT 7.45.PM
IN LONGWICK VILLAGE HALL**

AGENDA

Public Forum – The first ten minutes are available for the public to express a view or ask a question on relevant matters on the following agenda. The public are welcome to stay and observe the rest of the meeting.

Welcome and Apologies for Absence.

- 1. Election of Chairman**
- 2. Declaration of Acceptance of Office to be signed by the Chairman**
- 3. Election of Vice Chairman**
- 4. Acceptance of Minutes of Previous Meeting of the 21st April 2015**
- 5. Declarations of Interest** - Members are asked to declare any personal interest and the nature of that interest which they may have in any of the items under consideration at this meeting.
- 6. Nominations for representations with other organisations**
- 7. Matters Arising Not Otherwise on the Agenda**
- 8. Finance - To approve accounts for payment in accordance with the budget**
- 9. Capital Items and Community Facilities**
 - A/ Playing Field**
 - B/ Children's Play Area**
- 10. To receive reports on Roads, Verges and Rights of Way**
- 11. To consider and decide on the responses to correspondence received at the Parish Council**
- 12. To discuss and decide on filling the vacancy for a Councillor by co-option.**
- 13. To receive the Internal Auditors report for the year 2014/2015**
- 14. To approve the accounts for the year 2014/2015 and the Annual Governance Statement of the Annual Audit Return**
- 15. To approve the draft of the Neighbourhood Plan (Cllr Val McPherson)**
- 16. To receive a report from the Steering Group for the Neighbourhood Plan and decide on any actions to be taken.**
- 17. To discuss and decide on an age restriction sign at the playground**
- 18. To resolve to adopt the General Power of Competence having met the conditions of eligibility as defined in the Localism Act 2011.**
- 19. To approve the Tree survey agreement between the Parish Council and Wycombe District Council**
- 20. Planning Applications**
 - a. To consider New Planning Applications
 - b. To Receive Notice of Planning Applications Approved
 - c. To Receive Notice of Planning Applications Refused

21. Agenda items for the Next Meeting

22. To pass a resolution to exclude the public and press in accordance with Section (12) of the Public Bodies (Admission to Meetings) Act 1960 to discuss and decide on the appointment of the consultant for the Neighbourhood Plan

23. Date of Next Meeting



**Susanne Griffiths,
Clerk to the Parish Council
14th May 2015**

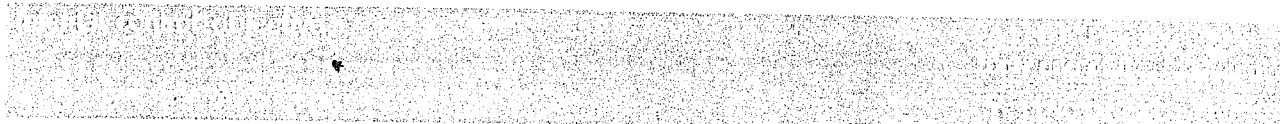
Section 4 – Annual internal audit report 2014/15 to

LONGWICK - CUM - ELMER PARISH

Council/Meeting

The council's internal audit, acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with relevant procedures and controls expected to be in operation during the financial year ended 31 March 2015.

Internal audit has been carried out in accordance with the council's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of the council.



- A Appropriate accounting records have been kept properly throughout the year. Yes
- B The council's financial regulations have been met, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for. Yes
- C The council assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these. Yes
- D The annual precept requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate. Yes
- E Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for. Yes
- F Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for. N/A
- G Salaries to employees and allowances to members were paid in accordance with council approvals, and PAYE and NI requirements were properly applied. Yes
- H Asset and investments registers were complete and accurate and properly maintained. Yes
- I Periodic and year-end bank account reconciliations were properly carried out. Yes
- J Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, were supported by an adequate audit trail from underlying records, and where appropriate debtors and creditors were properly recorded. Yes
- K Trust funds (including charitable) The council met its responsibilities as a trustee. N/A

For any other risk areas identified by the council (list any other risk areas below or on separate sheets if needed) adequate controls existed:

Name of person who carried out the internal audit DONALD TIMMS

Signature of person who carried out the internal audit [Signature] Date 07/05/15

If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

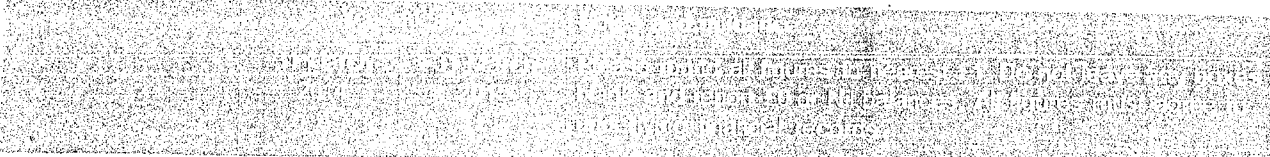
**Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned, or, if coverage is not required, internal audit must explain why not (add separate sheets if needed).

Section 1 – Accounting statements 2014/15 for

Enter name of reporting body here: **LONGWICK - CUM - ILMER PARISH.**


Council/Meeting

Readers should note that throughout this annual return references to a 'local council' or 'council' also relate to a parish meeting.



1	Balances brought forward	6120	9978	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2	(+) Annual precept	16777	17609	Total amount of precept received or receivable in the year. Excludes any grants received.
3	(+) Total other receipts	1843	4647	Total income or receipts as recorded in the cashbook less the precept received (line 2). Include any grants received here.
4	(-) Staff costs	5091	5222	Total expenditure or payments made to and on behalf of all employees. Include salaries and wages, PAYE and NI (employees and employers), pension contributions and employment expenses.
5	(-) Loan interest/capital repayments	NONE	NONE	Total expenditure or payments of capital and interest made during the year on the council's borrowings (if any).
6	(-) All other payments	9671	12815	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7	(=) Balances carried forward	9978	14197	Total balances and reserves at the end of the year. Must equal (1+2+3) – (4+5+6)
8	Total cash and short term investments	9978	14197	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March - to agree with bank reconciliation.
9	Total fixed assets plus other long term investments and assets	14977	14977	The original Asset and Investment Register value of all fixed assets, plus other long term assets owned by the council as at 31 March
10	Total borrowings	NONE	NONE	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).
11	Disclosure note Trust funds (including charitable)	<input checked="" type="checkbox"/>		The council acts as sole trustee for and is responsible for managing trust funds or assets. N.B. The figures in the accounting statements should not include any trust transactions.

I certify that for the year ended 31 March 2015 the accounting statements in this annual return present fairly the financial position of the council and its income and expenditure, or properly present receipts and payments, as the case may be.

Signed by Responsible Financial Officer


Date

I confirm that these accounting statements were approved by the council on this date:

and recorded as minute reference:

Signed by Chair of the meeting approving these accounting statements.

Date

THE GENERAL POWER OF COMPETENCE

1. BACKGROUND:

- 1.1 Parish (and latterly town) councils are corporate bodies that have accumulated powers through legislation since 1894. Their powers were constrained to specific and appropriate legislation. This means that before undertaking anything, members must be satisfied that a town council has the power (under a specified statute) to undertake that activity.
- 1.2 Town councils have many specific powers (e.g. the provision of open spaces and recreational facilities) in addition to section 137 of the Local Government Act 1972, permitting the expenditure up to certain limits for “purposes not otherwise authorised”. Typically, the expenditure on grants and sponsorship is covered by section 137 of the Local Government Act, 1972.
- 1.3 Despite the wide range of powers, town/parish councils are always at risk of being challenged, especially if they undertake an unusual activity. For example, a recent court ruling pronounced that pre meeting prayers by a town council was unlawful.
- 1.4 In consequence, the Government included a “general power of competence” in the Localism Act 2011 (Part 1, Chapter 1, ss 1-8). It was brought into force by SI 965 The Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012 in April 2012.

2. LEGISLATIVE BACKGROUND:

- 2.1 The intention of the legislation is that eligible local authorities will no longer have to identify specific powers to undertake an activity. As a result, the risk of legal challenge will be reduced. It is stated in the above Statutory Instrument that

“The Government’s intention in providing eligible parish councils with the general power of competency is to better enable them to take on their enhanced role and allow them to do things they have previously been unable to do under existing powers”.

- 2.2 Under the new legislation, eligible town councils have “the power to do anything that individuals generally may do” as long as they do not break other laws. It is intended to be the power of first, not last, resort. The eligible council has to ask itself if an individual is allowed to do it. If the answer is “yes”, then a town council is normally permitted to act in the same way.

3. TYPES OF ACTIVITIES:

3.1 Although the Government has given scant guidance on operation of the new power, some new activities covered by the legislation include:

- Running a community shop or post office
- Lend or invest money
- Establish a company or co-operative society to trade and engage in commercial activity
- Establishing a company to provide services such as local transport
- Providing grants to individuals.

3.2 The power is not restricted to use within the township --- an eligible town council can use it anywhere.

4. RESTRICTIONS AND RISKS:

4.1 The only real limitation is that the general power of competence cannot be used to circumvent an existing restriction in an existing specific power. The general power of competence is a power; it cannot be used to raise the precept.

4.2 Existing duties remain in place, such as having regard to the likely effect on crime/disorder and biodiversity. There are also many existing procedural and financial duties that remain in place for the regulation of governance (e.g. no delegation to a single councillor). Furthermore, councils must comply with relevant existing legislation (e.g. employment law, health and safety, equality legislation and duties relating to data protection and freedom of information).

4.3 If another council has a statutory duty to provide a service (e.g. education, social service, highways, footpaths, rights of way), it remains their duty to provide it. Nonetheless, eligible town councils may assist. The eligible town council would need to ask itself whether an individual, private company or community trust could help. If the answer is “yes”, the town council can assist.

4.4 Whilst councils are encouraged to be innovative, they should be aware of the risks of:

- Being challenged
- Their trading activities damaging other local enterprises
- Damage to the council’s reputation and public money if a project or investment goes wrong.

5. LOCAL GOVERNMENT ACT 1972 (s137):

5.1 Expenditure under the Local Government Act (s137) is limited and has to be budgeted for separately. Expenditure is restricted in that it cannot be used to give money to individuals and the amounts must be commensurate with the benefit. Section 137 is a power of last resort.

5.2 A council that is eligible to use the general power of competence can no longer use Section 137 as a power for taking action for the benefit of the area. However, Section 137 (3) which permits the council to contribute to UK charities, public sector funds and public appeals remains in place.

6. ELIGIBILITY:

6.1 The three conditions for eligibility are set out in the Statutory Instrument (paragraph 1.4 above) as follows:

1. **Resolution:** the council must resolve at a meeting that it meets the criteria for eligibility relating to the electoral mandate and relevant training of the clerk.
2. **Electoral mandate:** at the time the resolution is passed, at least two thirds of the council must hold office as a result of being declared elected (i.e. not co-opted).
3. **Qualified clerk:** At the time that the resolution is passed, the clerk must hold a recognised professional qualification (e.g. Certificate in Local Council Administration, Certificate of Higher Education in Local Policy) **AND** pass the 2012 CiLCA module relating to the general power of competence.

6.2 Having decided at a full meeting of the council that it meets the criteria for eligibility at that particular time, a resolution to this effect must be clearly written in the minutes. The council is then required to revisit that decision and make a new resolution at every 'relevant' annual meeting of the council to confirm that it still meets the criteria (if it does). A 'relevant' annual meeting is the annual meeting of the council after the next ordinary election has taken place.

6.3 In consequence, eligibility remains in place until the 'relevant' annual meeting even if the conditions of the eligibility criteria have changed. If the council loses its qualified clerk or has insufficient elected councillors it must also record its ineligibility at the next 'relevant' meeting.

6.4 There is no requirement for members to be trained in the general power of competence.

6.5 Longwick-cum-Ilmer Parish Council satisfies all the conditions as:

1. It has 6 out of 7 councillors elected
2. The Clerk of the Council holds both the Certificate in Local Council Administration (CiLCA) and Certificate of Higher Education in Local Policy (attached)
3. The Clerk of the Council has passed the CiLCA module on the general power of competence (attached).



The National Training Strategy
for Town & Parish Councils

● CiLCA

Certificate in Local Council Administration

Section 7, General Power of Competence, CiLCA 2012

This is to certify that, **Susanne Griffiths**

a holder of either the AQA CiLCA, CiLCA, University of Gloucestershire Certificate in Local Policy or Local Council Administration has been awarded a pass in Section 7, General Power of Competence, CiLCA 2012. Having been awarded one of the aforementioned qualifications, this certificate now fulfils the eligibility criteria for a qualified clerk as prescribed in the Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012.

Date **16th August 2012**

Frank Johnston
LL.B. (Hons), Barrister-at-Law
CHIEF VERIFIER,
CiLCA

WYCOMBE DISTRICT COUNCIL

- and -

Longwick-cum-Ilmer Parish Council

APPOINTMENT

Of Wycombe District Council to undertake Aboricultural Consultancy Services

District Solicitor
Wycombe District Council
Queen Victoria Road
High Wycombe
Buckinghamshire
HP11 1BB
Ref: CG

Parties:

WYCOMBE DISTRICT COUNCIL ("the Council") of Queen Victoria Road, High Wycombe, Buckinghamshire, HP11 1BB and Longwick-cum-Ilmer Parish Council ("the Client") The Princes Centre, Clifford Road, P.Risborough, Buckinghamshire, HP27 0DP.

1. *Definitions*

1.1 In this Agreement the following meanings shall apply:

"Consultancy Services" means the services to be provided to the Client by the Council particulars of which are set out in the Schedule hereto;

"Consultancy Charges" means the charges (together with VAT at the prevailing rate) specified in the Schedule together with any additions or deductions which may be agreed in writing; and

"Variation" means any reasonable alteration, omission or addition required by the Client the impact on time, cost and practicality of such to be advised by the Council to the Client in writing and only proceeded with upon the Clients written acceptance.

2. *Duration*

2.1 This Agreement shall commence with effect from date of signing of this Agreement and shall continue until the works specified in the schedule are completed or earlier termination by the Council.

3. *Council's obligations*

3.1 The Council in consideration of the Consultancy Charges will exercise all reasonable skill and care and diligence in providing the Consultancy Services and any agreed Variations.

3.2 The Council acknowledges that the Consultancy Services are provided by the Council as an independent contractor and no relationship of employee/employer or agency arises with the Client.

3.3 The Council undertakes to maintain records of the Consultancy Services provided for a period of two years from completion of the Consultancy Services and provide copies on request to the Client upon reimbursement of reasonable copying charges.

3.4 The Council acknowledges that although not a member of the Aboricultural

Association it will adhere to the codes of conduct and codes of ethics of the Association for the time being in force in performing the Consultancy Services.

4. *Charges and Terms of Payment*

4.1 Following completion of the agreed work as set out in the schedule, an invoice will be sent to the Client for the full Consultancy Charges plus VAT. This shall be paid within twenty-one (21) days of the invoice being submitted by the Council to the Client.

4.2 If additional costs or delay is directly caused by discrepancies, errors or omissions in information supplied by the Client the Client shall pay to the Council any such additional costs so incurred and allow a reasonable extension of time for the performance of the Consultancy Services.

4.3 If the payment of any sum due is delayed the Council shall be entitled to charge interest at the rate of 4% above the base rate of the Bank of England for the time being in force on the overdue amount and/or suspend further performance of the Consultancy Services provided that the Council shall not suspend performance unless it shall have given to the Client written notice requiring payment of the overdue sum within seven (7) days and the Client shall have failed to comply with such notice.

4.4 If any part of an invoice is disputed or queried by the Client the Client shall notify the Council of the details of such dispute or query not less than ten (10) days prior to the due date of payment and of its intention to withhold payment. The payment of any undisputed part of the invoice shall not be delayed.

5. *Limit of Council's Liability*

5.1 Except in the case of death or personal injury caused by the Council's negligence the Council's liability under or in connection with this Agreement whether arising in contract tort breach of statutory duty or otherwise shall not exceed the Consultant Charges

5.2 The Council shall not be liable for any loss or damage or expenses of any nature incurred or suffered by the Client of an indirect or consequential nature including without limitation any economic loss, loss of profits turnover, business or goodwill.

6. *Facilities and Access*

6.1 The Client shall arrange for or grant the Council access at all reasonable times to such premises as may be necessary for the provision of the Consultancy Services

and shall provide the Council with such facilities (if any) as may be specified in the Schedule.

7. *Termination*

7.1 Without limitation the Council may by notice in writing terminate this Agreement immediately if the Client shall:

7.1.1 be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, is not remedied by the Client within twenty-one (21) days of receipt by the Client of a notice from the Council specifying the breach and requiring its remedy; or

7.1.2 be guilty of conduct or a course of conduct, or be convicted of a criminal offence, which may tend to bring itself or the Council into disrepute; or

7.1.3 become insolvent or bankrupt or have a receiving or administration order made against it or compound with its creditors or commence winding up (save for solvent amalgamation or reconstruction)

The Council may also terminate this Agreement at any time upon seven (7) days notice at the Council's absolute discretion. Upon such termination by the Council, the Council shall be entitled to payment for such of the Services as may have been carried out up to the date of termination.

7.2 The expiration or termination of this Agreement howsoever arising shall not operate to affect such of its provisions as in accordance with their terms are expressed to operate or have effect thereafter.

8. *Confidentiality*

8.1 The Council and the Client shall keep confidential all information of the other party whether marked as confidential or not, obtained under or in connection with the provision of the Consultancy Services and shall not divulge the same to any third party save with the prior written consent of the other party. The provisions of this clause shall survive termination of the Agreement and continue to apply for a period of two years post termination.

8.2 The provisions of clause 8.1 shall not apply to information in the public domain (otherwise than by breach of this clause) or information obtained from a third party who is free to divulge the same or such confidential information is required to be divulged by law.

- 8.3 Both parties shall only divulge confidential information to such employees who have a need to know and are bound by similar obligations of confidentiality as set out in this clause 8
9. *Intellectual Property*
- 9.1 Unless otherwise agreed in writing all intellectual property rights arising out of the provision of the Consultancy Services shall vest in the Council. Subject to the Council having been paid all sums due under the Agreement the Council shall grant to the Client a worldwide non-exclusive non-transferable royalty free licence to use and have used the intellectual property for any purpose
10. *Force Majeure*
- 10.1 Neither party shall have any liability for delay or failure in performance which results from circumstances beyond the reasonable control of that party. The party affected by such circumstance shall notify the other party if such circumstance occurs. If such circumstance continues for a period of more than three months either party may terminate this Agreement by written notice
11. *Notices*
- 11.1 All notices which are required to be given under the terms of this Agreement shall be in writing and shall, in the case of the Council, be sent to the Environment and Infrastructure Team Leader, Spatial Planning Wycombe District Council, Council Offices, Queen Victoria Road, High Wycombe, Bucks, HP11 1BB and in the case of the Client be sent to its address set out in this Agreement. Any such notice may be delivered personally, by first class pre-paid letter or by email to spatial.planning@wycombe.gov.uk FAO Environment and Infrastructure Team Leader and shall be deemed to have been served, if by delivery, when delivered, if by first class post, 48 hours after posting, and if by email, when dispatched.
12. *Dispute Resolution*
- 12.1 Any dispute or difference which cannot be amicably resolved by the parties shall be referred to the non exclusive jurisdiction of the courts of England and Wales
13. *Third Party Rights*
- 13.1 No term of this Agreement is intended for the benefit of any third party, and the parties do not intend that any term of this contract shall be enforceable by a third party either under the Contracts (Third Parties) Act 1999 or otherwise

14. *Governing Law*

14.1 This contract shall be governed by and construed under English law

SCHEDULE

Consultancy Services

Wycombe District Council will:

- Survey the Parish Council's trees which are located on the land defined in Appendix 2. For each tree surveyed the recorded information will be as is specified in Appendix 1. This information can be provided as a printed plan and table of tree information, and or digital files such as Excel spreadsheet.
- Provided a schedule of potential tree risk works and a priority
- Provide a schedule of general maintenance works

Consultancy Charges

The work is estimated to take approximately 8 hours (1 day) at a rate of £63.63 per hour which would total £509.04. Vat £101.81. Total £610.84

It is estimated that the survey will take approximately ½ day and ½ the preparation of the data.

For any mileage to and from or between sites, mileage will be charged at the HMRC standard rate of 45 pence per mile.

Facilities to be provided by Client:

Details of the extent of land to be surveyed (Appendix 2). Only trees on the land specified will be surveyed.

Special conditions (if any):

Signed for and on behalf of the Council.....

Date.....

Signed for and on behalf of the Client.....

Date.....

Appendices

Appendix 1 Information recorded for each tree.

Longwick-cum-Ilmer Parish Council - Tree Survey information to be gathered

Tree Level data

District site location

Tree reference No

Ownership

Location

Species Height

Stem Dia

Age Class

Target risk score value 1 to 16

Risk Factor Score 0 – 256 (increments of 0, 2, 4, 8, 16, 32, 64, 128 & 256)

Last inspection date (if applicable)

Remarks

Geo-coordinates

Inspection data

Inspection reference

Inspection date

Inspector

Risk of failure score value 1 to 16

Remarks

Action data

Action reference

Action Required

Due Date

Priority

Remarks

Appendix 2 Plans showing the extent of land to be surveyed.

