



# **OXENHOPE VILLAGE COUNCIL**

PO Box 883  
Halifax  
HX1 9TZ

Signed: *Janet Foster* 4<sup>th</sup> October 2019  
Janet Foster, Clerk to the Village Council  
07972 717 058  
[clerk@oxenhopevillagecouncil.gov.uk](mailto:clerk@oxenhopevillagecouncil.gov.uk)

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**You are summoned to attend the monthly meeting of Oxenhope Village Council  
to be held at 7.30 p.m. on Wednesday 9<sup>th</sup> October 2019 at  
the Methodist Church, West Drive, Oxenhope**

## **AGENDA**

### **158/19 Apologies for Absence**

To note any apologies offered and approve reasons for absence.

### **159/19 Disclosures of Interest**

To receive disclosures of pecuniary interests and other interests from members on matters to be considered at the meeting.

### **160/19 Applications for a Dispensation**

To grant, or otherwise, the applications for dispensation as received by the Clerk.

### **161/19 Minutes of Meetings (previously circulated to Members)**

- a) To confirm the minutes of the Parish Council's monthly meeting held on 11<sup>th</sup> September 2019 as a true and correct record.
- b) To discuss any matters arising from the minutes.
- c) To receive information on the October Outstanding Issues Report (Appendix 1) and decide further action where necessary.

### **162/19 Public Question Time**

To welcome members of the public and to receive their representations.

### **163/19 Guest Speakers**

- a) Police
- b) Worth Valley Ward Councillors
- c) Oxenhope C of E School

### **164/19 Planning**

- a) **19/03788/HOU** Demolition of existing side extension; construction of two storey side extension and porch at Middle Lower Isle Farm, Isle Lane Oxenhope BD22 9QA
- b) **19/03873/FUL** Renewal of permission 14/06004/FUL to permit temporary office and accommodation complex and access path for further 5 years at Manorlands, Keighley Road, Oxenhope BD22 9HJ

- c) **19/03939/HOU** Front porch extension and alteration to existing store at 5 Bank, Oxenhope BD22 9NS
- d) **19/04100/HOU** Single storey rear extension and garage conversion at 21 Crossfield Road, Oxenhope BD22 9SD
- e) **19/04055/FUL** Construction of new agricultural building at Upper Yate Farm, Yate Lane, Oxenhope BD22 9HL
- f) **19/04048/FUL** Construction of 1 dwelling at 14 Cross Lane, Oxenhope BD22 9LE

**165/19 Safety Inspection Report for the Allotments (Appendix 2)**

To note the reports for the Allotments.

To authorise, or otherwise, the proposed contract (Appendix 3) to allow a local farmer to graze sheep on Marsh Common at no cost.

**166/19 Correspondence (Appendix 4)**

- a) Email from Karen Canadine, Yorkshire Local Council Association (YLCA) about consultation on Independent Review of Local Government Audit.
- b) Email from Sheena Spence, YLCA about consultation on proposed reforms to permitted development rights to support the development of 5G and extend mobile coverage.
- c) Email from Carmel Daniel, Research Consultant, Knight, Kavanagh & Page Ltd about Bradford Council's Open Space Consultation.
- d) Email from Dawn Lowe, Bradford Council, Lord Mayor's Office regarding Carol Service.
- e) Email from Oxenhope resident requesting traffic calming measures on Denholme Road.
- f) Letter from Nick Shillito, Time to Talk, requesting funding for Young People's Counselling Service.

**167/19 Land near Mallard View (including Horseshoe Dam)**

To receive a verbal report from Cllr Eastwood about the completion of the purchase of land near Mallard View.

**168/19 Logo Competition**

To decide which firm should be awarded the contract for the design on the new logo for the Village Council and authorise, or otherwise, funding of up to £350 for this project.

**169/19 Toilet Buildings**

To authorise, or otherwise, the Chair and Clerk to commence the Community Asset Transfer (CAT) process in relation to the toilet buildings by completing the Stage 1 CAT form.

**170/19 Ovenden Wind Farm Fund**

To receive feedback on the meeting held on Sunday 15<sup>th</sup> September 2019 at the Horseshoe Dam and decide if the Village Council should apply to the Ovenden Wind Farm Fund.

**171/19 Bodkin Lane / Delf Hill**

To receive a verbal report from Cllrs Eastwood and McManus on progress to establishing ownership of Delf Hill Common.

**172/19 Unadopted roads in The Square**

To receive a verbal update from Cllr Goulding about the unadopted roads in The Square.

**173/19 Pre-School Defibrillator**

To note that the Village Council has agreed to become the named contact for the Pre-School defibrillator, but the Pre-School will keep financial responsibility for the annual service and replacement parts.

**174/19 Financial Matters**

- a) To authorise, or otherwise, the payment of £25 for a wreath for Remembrance Sunday service.
- b) To authorise or otherwise, the Npower contract detailed in Appendix 5.
- c) To authorise, or otherwise, expenditure of £30 per person for all Councillors and the Clerk to undertake online safeguarding training through the Virtual College (total cost £270 plus VAT).
- d) To authorise, or otherwise, the increase in the payment to AWB Charlesworth for the legal advice on the Rose Garden lease from the original amount authorised (£627) to the amount invoiced (£696.00 plus VAT).
- e) To authorise, or otherwise, the non-collection of the allotment rent in 2020 from Mr. Skwarek following work done on the allotment access road.
- f) To authorise, or otherwise, the following accounts for payment:

<b>Payee</b>	<b>Cheque No.</b>	<b>Amount</b>	<b>Description</b>
Yorkshire Water	101370	<b>£88.94</b>	Water invoice – allotments 16/05/19 to 02/09/19
Oxenhope Bowling Club	101371	<b>£100.00</b>	Grant payment for winter maintenance programme
AWB Charlesworth		£127.87	Professional charges, administration charges and expenses Land off Mallard View
		£4,566.70	Completion statement Land off Mallard View, Oxenhope BD22 9JZ
<b>Total</b>	101372	<b>£4,694.57</b>	
AWB Charlesworth	101373	<b>£827.20</b>	Professional charges, expenses and disbursements Rose Garden lease
HMRC	101374	<b>£594.40</b>	PAYE and employers NI July to September 2019
Janet Foster		£68.31	Expenses July to Sept. 2019
		£51.30	Mileage July to Sept. 2019
	101375	<b>£119.61</b>	Total

- g) To note the following payments previously authorised: -

Clerk's salary and home working allowance (01.10.19 - 31.10.19)  
Clerk's mobile phone (£11.00 per month direct debit).

- h) To note the budget and bank reconciliation for 2019/20 (Appendix 6).

**175/19 Local Council Award Scheme**

To review the documents prepared for the application for the Local Council Award Scheme - Foundation Award (Appendix 7).

**176/19 Minor items and items for next agenda**

To discuss minor items and to note items for the next agenda.

**177/19 Date and time of next meeting**

The next monthly meeting will be on Wednesday 13<sup>th</sup> November 2019 at the Methodist Church on West Drive starting at 7.30 p.m.

**THIS IS A MEETING HELD IN PUBLIC - ALL WELCOME**

## Appendix 1 – October outstanding issues report

Subject	Issues	Responsibility	Date last actioned	Outcome/ Notes/further action required
Emergency Planning	Emergency Plan	Cllrs Eastwood Goulding and Pawson	12/09/19	Following table top exercise re-arranged for 12 <sup>th</sup> September, Emergency Plan has been updated.
Safeguarding training	Safeguarding training to be provided for all Councillors	Clerk	02/10/19	Authorisation requested at October Village Council for expenditure on online training course
Rose Garden	Lease	Clerk	05/09/19	Lease completed on 5 <sup>th</sup> September.
Land off Mallard View (including Horseshoe Dam)	Purchase	Chair and Clerk	02/10/19	Engrossment transfer deeds have been received from seller's solicitors and completion statement received from AWB Charlesworth
Litter Bins	Parish Council considering additional bins	Clerk / Chair	16/09/19	Cllr Poulsen awaiting response from Cleansing Team about bin.
Delf Hill / Bodkin Common	Concerns about use by off road vehicles	Clerk	01/10/19	Bradford Council Local Access Forum has been contacted. Emails have been sent trying to establish ownership of the land.
Npower contract	Contract for supply of electricity for Christmas lights	Clerk	17/09/19	Proposed contract on October Village Council agenda
Toilet building on Recreation Ground	To investigate possibility of a Community Asset Transfer	Clerk	17/09/19	Community Asset Transfer form (Stage 1) to be completed.

## Appendix 2 – Allotment and Marsh Common Reports

### Allotments Safety Inspection Report

Name: Ken Eastwood  
Weather: Cold and damp

Date: 1<sup>st</sup> October, 2019  
Time: 18:30

	See n √	Comment if necessary
<b>Water drainage – Monthly Basis (unless substantial rainfall or a prolonged period of rain)</b>		
Any defects e.g. collection of water on any one plot?	No	
<b>Plots – Monthly Basis</b>		
Any hazards e.g. broken glass, containers of chemicals?	No	
<b>Access track - Monthly Basis</b>		
Any defects e.g. pot holes, glass etc?	No	
Any unauthorised vehicular use?	No	
Any dog fouling visible on or within close proximity of access track?	No	
<b>Gates – Monthly Basis</b>		
Pedestrian swing gate working as it should?	Yes	
Field gate intact?	Yes	
<b>Vegetation – Monthly Basis</b>		
Any vegetation need removing and/or cutting well back?	Yes	Access track weeds died back following treatments.
<b>Trees – Monthly Basis</b>		
Any overhanging branches need removing?	No	
<b>Fires – Monthly Basis</b>		
Any burning of garden refuse under control and not causing a nuisance to neighbouring properties?	No	
<b>Boundary walls – Monthly Basis</b>		
Any defects?	No	
<b>Fencing – Monthly Basis</b>		
Any defects?	No	

Plot 4a unused and overgrown (Tenancy recently transferred).

Plot 11b appears unused (save for a few brassicas and leeks) – allotment holder stated intends to vacate plot at the end of the year.

**I certify that I inspected the above route on the above date when the only defects observed were those recorded above.**

A handwritten signature in blue ink, reading "Ken Eastwood". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

## NFU Model Clauses



### **Agreement For Agistment Of Animals**

Ref: MC022

The NFU produces a series of model clause documents exclusively for members. These are professionally prepared specimen contracts designed for a range of agricultural, horticultural and rural business agreements.

Growing for another century

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## Agreement For Agistment Of Animals

AN AGREEMENT MADE THIS ..... day of 20.....

Between (1) (occupier of the land).....

Of (address) .....

(hereinafter referred to as "the Farmer")

AND (2) (Owner of the animals) .....

Of (address).....

(hereinafter referred to as "the Owner")

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. Agreement by Farmer to Graze a Certain Number of Animals

The Farmer will take in to be agisted and pastured at (name of farm)

[(number) head of cattle other than bulls, (number) sheep and (number) young colts] \*  
belonging to the Owner during [so much as the Owner shall think it fit] the following periods:

1. 1 The cattle between (date)..... \*

And (date)

1.2 The sheep between (date) ..... \*

And (date); and

1.3 The colts between (date) ..... \*

And (date)

All animals must be removed by the Owner on or before

(date).....

In default of such removal, or if payments are in default, the Farmer may exercise his right to sell the animals (as set out in Clause 4) and shall be entitled to charge a proportionate part of the agistment price for every day that any animal shall thereafter remain on the farm.

1

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Ref: MC022  
Last reviewed: October 2018

Previous version: October 2017

2. **Acreage for Grazing**  
The animals shall at all times have the grazing of not less than (number [acres]) of land.
3. **Prices to Be Paid**  
The Owner shall pay for the grazing of the animals at the following prices:
  - 3.1 For each head of cattle £ per week; \*
  - 3.2 For each sheep £ per week; \*
  - 3.3 For each colt £ per week]. \*
  - 3.4 If the number of animals falls below 90% of the total mentioned under Clause 1 then the Farmer reserves the right to terminate this Agreement on giving seven days' notice.
  - 3.5 The animals and the number of them at agistment may from time to time be varied at the option of the Owner [but so that the Owner must pay for the grazing of each animal for at least (number) weeks].
4. **Payments**  
Payments are to be made in advance for four weeks at a time and in respect of all animals part of a week shall be paid for as a week. The first payment in respect of each animal shall be made on the day when such animal is placed on the pasture. The Farmer shall have a general lien upon the whole of the animals of the Owner upon the farm for any sum for the time being owing for pasturage and such lien may be enforced by the sale by auction or private treaty of any animal or animals for the time being upon the farm.
5. **Dangerous and Diseased Animals**  
The Owner shall not turn out to pasture pursuant to this Agreement any animals which he knows or believes to be dangerous or diseased.
6. **Animals at Owner's Risk**  
All the animals shall during the agistment continue at the risk of the Owner from accident, illness or misadventure of any description unless resulting from the misconduct or negligence of the Farmer or persons in his employment. The Farmer shall not be held responsible for any loss of condition of the animals, but shall notify the Owner if he suspects that there is insufficient feed or pasture.  
  
The Farmer shall take reasonable precautions for the care and safety of such animals and if at any time the Farmer shall have knowledge or notice that any animal is apparently suffering from illness or accident, he shall immediately give notice to the Owner or in the case of emergency shall call in a veterinary surgeon (if procurable). The Owner shall be responsible for the charges of any such veterinary surgeon.

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Ref: MC022  
Last reviewed: October 2018

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7. **Inspection and Rights of Entry**

The Farmer or any person in his employment will daily go round the fields and look to the condition of the agisted animals in order to give the aforementioned notice of injury and sickness to the Owner, thus preventing undue loss of stock and suffering of the animals. The Owner shall at all times have a right of entry for the purpose of inspecting his animals and may terminate this Agreement by giving seven days' notice if the animals are in an unsatisfactory condition. [See Note 9].

8. **Straying Animals and Claims for Trespass**

The Farmer shall not be responsible to the Owner for any loss or injury which may occur through the animals escaping from any field in which they may be pastured and the Owner shall indemnify the Farmer against any claim which may be made against him in consequence of any trespass by the Owner's animals except for any such claims as may be found to be due to the Farmer's own misconduct or negligence.

9. **Stock Proof Fencing**

At the commencement of this Agreement the Owner shall satisfy himself that all fences and gates are in a reasonable state of repair and stock proof. Any subsequent problems over the state of the fencing shall be reported by the Farmer to the Owner who shall then be entitled either to terminate this Agreement by notice or to repair the fencing at his own cost.

10. **Animal Welfare**

The Farmer must ensure compliance with *Animal Welfare Act 2006*, the *Welfare of Farmed Animals (England) Regulations 2007 (S12007/2078)* and the *Welfare of Farmed Animals (Wales) Regulations 2007 (S12007/3070) Regulations 2007* or any modification or re-enactment of them, and any other legislation affecting the identification, traceability, movement or welfare of livestock for the time being in force, in respect of all livestock agisted under this agreement.

- Delete as applicable\*

SIGNED by (or on behalf of) the Owner ..... Date..... 20.....

In the presence of:

Witness:..... (Name)  
..... (Address)  
..... (Occupation)

SIGNED by (or on behalf of) the Farmer..... Date..... 20.....

In the presence of:

Witness:..... (Name)  
..... (Address)  
..... (Occupation)

## NOTES TO AGREEMENT FOR AGISTMENT OF ANIMALS

1. The Contract of Agistment arises where the occupier of land takes another's animals, generally cattle or horses, onto his own land for a consideration, so that they may graze and eventually be returned to their Owner.
2. There is no common law right to a lien (which gives the right to hold goods against a debt) in respect of the remuneration for agistment. However, Clause 4 confers such a right by including it in the Agreement. (This is one of the main advantages in using a written Agreement).
3. A Contract for Agistment is in the nature of a bailment (where goods are delivered on trust for return at a later date) and does not confer on the Owner of the animal's agisted any interest in the land, and is not required to be in writing. However, it is clearly prudent to set down in writing all terms of such an Agreement in case of dispute.
4. An advantage from the point of view of the Owner of the land is that an Agistment contract, as opposed to a letting of grazing rights, avoids the possible difficulties over assertions by the other party that a tenancy of an agricultural holding has been created. A letting of grazing would be a breach of covenant not to assign underlet or part with possession of the land demised, whereas it seems clear that an agistment would not be such a breach. (Some tenancy agreements prohibit agistment without the landlord's consent - if in doubt, check).
5. The Farmer, called the Agister, is bound to take all reasonable precautions not only to obviate risks of injury to animals, but also all proper measures for their protection when such risks are imminent or have actually occurred. He is not, however, an insurer of the animals.
6. If the animals are injured through the negligence of the Agister in leaving gates open, he will be liable and, if they are stolen, he must use reasonable diligence to attempt to recover them. The pasture should not be dangerous by reason of wells, pits or shafts, or for any other reason such as concealed barbed wire and the Agister must use reasonable care to prevent the animals being injured by other mischievous animals.
7. Clause 6 of the Agreement places the liability for the animals on the Owner, whether the nature of the risk is illness, accident, misadventure etc. However, the Farmer or his employees will not be able to avoid liability if the illness, accident, etc. results from their misconduct.
8. The common law liability of the Agister referred to above (paragraphs 5 and 6) is placed on the Farmer as he is required to take reasonable precautions for the care and safety of the animals.
9. Under Clause 7, it is a term of this agreement that the Farmer or his employee shall inspect daily the agisted animals and is required to notify the Owner of any illness, injury, accident or

insufficiency of feed. (If the parties agree to inspection at longer intervals or that it is to be shared with the Owner then the clause should be amended accordingly).

Remedies for Non-Payment (known as "Distress" against Agisted Stock).

10. For reference, stock agisted on an agricultural holding at a fair price cannot be taken in distress by the landlord of the Agister where there is other sufficient distress to be found; and agisted animals do not fall within the reputed Ownership of a bankrupt Agister so as to be available for distribution among his creditors.
11. The Owner of the agisted livestock may at any time before the animals are sold (for nonpayment) redeem them by paying to the Farmer a sum equal to the agreed amounts owing, and such payment will operate as a full discharge.
12. Where livestock have been sold for reason of non-payment or non-collection then the Farmer may only retain so much of the proceeds of sale to cover his costs and amounts owing to him. Any remaining monies should be paid over to the Owner.

**This document is a specimen only. The information contained in these guidance notes and specimen clauses is not exhaustive. The full document, including any introduction and guidance notes should be read and parties should consider carefully how to adapt it to fit their own circumstances, taking professional advice where appropriate. For further advice please call NFU CallFirst on 0370 845 8458.**

## Appendix 4 – Correspondence

**a) Email from Karen Canadine, Local Councils Officer, YLCA**

**Date: 6<sup>th</sup> September 2019**

**Subject: NALC Policy Consultation E-Briefing 09-19 Independent Review Into Local Government Audit**

Dear Clerk,

NALC - Policy Consultation E-Briefing 09-19 Independent Review Into Local Government Audit

The YLCA have been asked to circulate the following NALC Policy Consultation E-Briefing to all member councils. Please place on the next council agenda for consideration.

### Summary

Sir Tony Redmond is undertaking an independent review into local government audit. The Ministry of Housing, Communities and Local Government (MHCLG) are providing the secretariat for this work. The review will make its initial recommendations to the Communities secretary in December 2019 and a full report will be published in March 2020.

### Context

The remit of the review is to assess the arrangements in place to support the transparency and quality of local authority financial reporting and external audit including those introduced by the Local Audit and Accountability Act 2014 (the Act). The Review will not look at broader issues of local authority finances and sustainability. NALC is minded to reiterate some of its main recent positions on audit in its response and submissions (there is likely to be a formal call for evidence this Autumn) – and will include feedback from the sector on its experiences on how well or otherwise the transparency and audit changes introduced by the Local Audit and Accountability Act 2014 – have bedded in:

1. We want to support the continued principle of audit proportionality (i.e. a lighter-touch for smaller bodies) and of safeguards to contain excessive fees brought about by habitual (local resident) audit complainers;
2. In the National Audit Office (NAO) Code of Practice there should be the inclusion of a principle relating to proportionality in respect of smaller authorities, especially where the authority has an annual budget / turnover below £25k and is potentially exempt (i.e. smaller and subject to the Smaller Authorities' Transparency Code). The local councils with annual budgeted incomes of less than £25k per annum will need further support moving forward in terms of ensuring complete compliance with the transparency requirements of the Act;
3. The Review needs to be aware that to a smaller local council the costs of an audit investigation could cost more than the council's annual precept;
4. MHCLG and NAO should in our view work with NALC and the local council sector in the future to consider the need to revise upwards the financial turnover audit and accounts threshold of £6.5 million for the largest spending local councils in England; &

5. The 2014 Act is still very new, is largely working and stability for this reason is needed to give the main changes from 2014 a chance to bed-in.

NALC is additionally interested in your views on the effectiveness and consistency of current internal audit arrangements. Wherever possible it would be very helpful to NALC local councils could please provide case study examples to support their views.

#### Consultation questions

NALC will be responding to the below review questions and is interested in the sector's views:

1. Have audit standards been maintained or improved, and not been compromised?
  - (a) In particular we are interested to hear from local (parish and town) councils as to why / how they think audit standards have been maintained and not comprised (or otherwise).
2. Is there an 'expectation gap' in what external audit provides? What is the nature of the gap and how can it be filled?
  - (a) In particular we are interested to hear from Super Councils as to whether they think they are likely to exceed the £6.5 million ceiling threshold for the limited audit regime in the next three years.
3. Are auditors properly responding to questions or objections by local taxpayers?
  - (a) In particular NALC is interested to hear examples of councils suffering repeat vexatious local objections to their accounts from their residents.
4. Are audit recommendations effective in helping local authorities to improve their financial management?
  - (a) In particular we are interested to hear from local councils as to whether they think current internal audit arrangements for their council are strong enough with examples.
5. Does the financial information provided in local authority accounts facilitate scrutiny by local taxpayers and by the local press?
  - (a) In particular NALC would be interested to hear examples from local councils which have had to pay excessive audit fees to cover the costs of an audit investigation and where these fees have been in excess of the council's annual precept.

Please email your responses to this review to [Claire.Goldfinch@nalc.gov.uk](mailto:Claire.Goldfinch@nalc.gov.uk) by 17.00 on 18 October, 2019.

Yours sincerely

Karen  
LOCAL COUNCILS OFFICER

Canadine



**b) Email from Sheena Spence, YLCA**

**Date: 6<sup>th</sup> September 2019**

**Subject: Consultation on Proposed reforms to permitted development rights to support the development of 5G and extend mobile coverage**

To: All Members of YLCA.

Dear Clerk/Chairman,

**CONSULTATION ON PROPOSED REFORMS TO PERMITTED DEVELOPMENT RIGHTS TO SUPPORT THE DEPLOYMENT OF 5G AND EXTEND MOBILE COVERAGE**

This consultation seeks views on the principle of amending permitted development rights in England to grant planning permission for mobile infrastructure to support deployment of 5G and extend mobile coverage, particularly in rural areas, and the circumstances in which it would be appropriate. It covers the following areas:

- Deployment of 5G and extending mobile connectivity;
- Proposed planning reforms to support deployment of 5G and extend mobile coverage;
- Code Operators and Permitted Development Rights;
- The Role of Industry;
- Potential changes to the General Permitted Development Order;
- Enabling deployment of radio equipment housing on land without prior approval, excluding sites of special scientific interest, to support 5G deployment;
- Strengthening existing masts to enable sites to be upgraded for 5G and for mast sharing without prior approval;
- Enabling the deployment of building based masts nearer to highways to support deployment of 5G and extend mobile coverage;
- Enabling higher masts to deliver better mobile coverage and mast sharing; and
- Public Sector Equality Duty.

The National Association of Local Councils will also be responding on behalf of members and can incorporate the observations of members into its response. Please send your response to [Claire.Goldfinch@nalc.gov.uk](mailto:Claire.Goldfinch@nalc.gov.uk) by 18 October if your council/parish meeting is keen to inform NALC's response to MHCLG in this matter.

[https://www.gov.uk/government/consultations/proposed-reforms-to-permitted-development-rights-to-support-the-deployment-of-5g-and-extend-mobile-coverage?utm\\_source=Members&utm\\_campaign=3e9a675e14-EMAIL\\_CAMPAIGN\\_2018\\_06\\_08\\_03\\_15\\_COPY\\_01&utm\\_medium=email&utm\\_term=0\\_206970988f-3e9a675e14-323862985&mc\\_cid=3e9a675e14&mc\\_eid=0ab877a7dd](https://www.gov.uk/government/consultations/proposed-reforms-to-permitted-development-rights-to-support-the-deployment-of-5g-and-extend-mobile-coverage?utm_source=Members&utm_campaign=3e9a675e14-EMAIL_CAMPAIGN_2018_06_08_03_15_COPY_01&utm_medium=email&utm_term=0_206970988f-3e9a675e14-323862985&mc_cid=3e9a675e14&mc_eid=0ab877a7dd)

Yours sincerely  
Sheena.

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**c) Email from Carmel Daniel, Research Consultant, Knight, Kavanagh & Page Ltd**

**Date: 25<sup>th</sup> September 2019**

**Subject: Bradford Council Open Space Consultation**

Dear Janet,

I am writing to ask for your support on an important piece of research, which Bradford Council is undertaking. A stakeholder letter detailing the study is attached for your information.

As you may be aware, Bradford Council has commissioned management consultancy Knight, Kavanagh & Page (KKP) to carry out a needs assessment which will form part of a wider open space study. The study will examine the quality, distribution and use of open space across the Bradford District area.

It will involve carrying out a comprehensive audit and assessment of the supply and demand issues of all open spaces (e.g. parks, children's play areas, natural/semi-natural greenspace). It will include all facilities whether managed within the public, private or voluntary sector.

The assessment will identify local need for open spaces within Bradford and will serve as the key evidence base that will inform future strategic planning and priorities for open space and play provision across the area.

You / your organisation have been identified as a key stakeholder as we feel that you could make a valuable contribution to this study. As such we would like to engage and consult with you on this work. We would appreciate if you could complete the attached questionnaire.

I hope this is sufficient information for the time being and would ask for your support and assistance in this matter. If you require any further information on the above study, please do not hesitate to contact myself at KKP on 0161 764 7040. Alternatively you can also contact my colleagues Amber Lomax, Consultant at KKP on 0161 764 7040 or Chris MacFarlane, Principal Consultant on 0161 764 7040. You can also contact Jonathan Dicken, (Senior Planning Officer – Local Plan Team) at [Jonathan.Dicken@bradford.gov.uk](mailto:Jonathan.Dicken@bradford.gov.uk) or on 01274 437531.

Best regards,

*Carmel*

Carmel Daniel | Research Consultant  
Knight, Kavanagh & Page Ltd

## PARISH/TOWN COUNCIL QUESTIONNAIRE

Name of Parish Council	
Parish Clerk contact details	

### SUMMARY OF OPEN SPACES OWNED/LEASED BY THE PARISH COUNCIL

Name and location of site (nearest street name if possible)	Type of site	Site owned or leased by the Parish Council (please state which)?	Size of site (in hectares)	How would you rate the quality of this open space - good, adequate, poor

**Examples of types of open space:**

Allotments, Parks and Gardens, Play areas, Natural and semi natural green spaces (i.e. wildlife sites, woodlands), Green corridors (i.e. footpaths, cycleways, bridleways), Cemeteries, Amenity greenspace (i.e. village greens, recreation grounds).

### Other forms of open space (non-parish)

Are there any other open spaces in the Parish that are not owned/leased by the Parish that you are aware of? Please list below providing approximate location of site(s) and its quality.

### Open Space General Information

Do you feel there is enough open space in the Parish to meet the needs of residents?	Yes	No

If no, please detail which type of open space you feel is lacking?	
How do you rate the overall quality of open spaces in your Parish area? (including non-parish owned spaces)	
Are there any plans to develop new or enhance existing open spaces in the Parish? (including non-parish owned spaces)	
<b>Allotments:</b>	
If aware of any allotments, please indicate approximate number of plots on site and number of people on any waiting lists. Please provide information per site where possible.	Number of plots: Number on waiting list: Fresh Water Supply?
<b>Play provision:</b>	
Do any play sites in the area feature equipment which caters for older age ranges i.e. skate parks/ ramps, BMX track, Multi-use Games Area (often caged)?  If so, please state the sites and the type of equipment and quality:	
Do you think there are any age ranges not being catered for in terms of play provision?	
<b>Please record any other comments about quality and demand of open spaces:</b>          	

**THANK YOU FOR COMPLETING THE SURVEY**

**Please return completed forms to [carmel.daniel@kcp.co.uk](mailto:carmel.daniel@kcp.co.uk)**

The Council are keen to hear peoples view on all types of public open space and have an Open Space Survey available to complete. To find out more visit <https://www.bradford.gov.uk/consultations/current-consultations/consultation-and-engagement/>

**d) Email from Dawn Lowe, Bradford Council, Lord Mayor's Office**

**Date: 23<sup>rd</sup> September 2019**

**Subject: Carol Service**

The Lord Mayor (Councillor Doreen Lee) is to attend the Annual 'Carols for the City' service on Monday 16th December 2019 at Bradford Cathedral at 18.00 and would be delighted if you would accompany her on this occasion.

Further details to be confirmed in due course.

Regards

**Dawn Lowe**

Civic Affairs Manager

Lord Mayor's Office,

**e) Email from Oxenhope resident**

**Date: 19<sup>th</sup> September 2019**

**Subject: Request for traffic calming measures on Denholme Road**

We would like to discuss possible traffic calming measures outside our property on Denholme Road. We have just had to have our dry stone wall rebuilt for the 4th time after a speeding motorist demolished it again and drove away. Traffic speeds up coming past the reservoir and approaching the very narrow road outside our property. Very few motorists adhere to the 20 mph limit. Thank you.

**f) Letter from Nick Shillito, Time to Talk**

**Date: 1<sup>st</sup> October 2019**

**Subject: Request for funding for Young People's Counselling Service**

**An appeal for funds for our Young People's Counselling Service**

I am writing today to ask if your Council might be able to help **Time to Talk**, our highly respected counselling service for children and young people.

You may have heard on the news that there has been a rapid rise in the number of young people with emotional or mental health problems.

Here in Keighley, we are certainly experiencing an unprecedented number of referrals from GPs, CAMHS, schools, social workers and parents; and demand is now such that, following an initial assessment, a young person may have to wait 4 or 5 months before they can be offered a free programme of therapeutic counselling.

We are talking to our main funders about this situation (Bradford Public Health), but there seems to be little money available to Bradford MDC at present and we are not anticipating an early resolution to our difficulties.

**Time to Talk**, established in 1998, has become a vital part of the local mental health infrastructure and we are widely recognized as being a highly effective provider of professional therapeutic counselling. In addition, I can assure you that as a Relate Centre, we work to the most demanding professional standards in terms of safeguarding, clinical supervision, on-going training and the protection of our young clients.

Frankly, we need to be able to see our distressed young clients more quickly and to help them untangle their issues and difficulties before they become deeply entrenched and potentially dangerous. If you can help us by making a donation to our charity, we would be very grateful. Every penny counts and every pound makes a difference.

Please do not hesitate to ring me if you have any queries or questions about Time to Talk or Relate.

Yours sincerely,



Nick Shillito  
Chief Executive

## Time to Talk statistics for young clients in the Keighley office

Referral source

CAMHS Psychology	6%
Employer	1%
Family member	23%
GP	32%
Other NHS services	4%
Police	1%
School	20%
Self referral	11%
Social Care/Services	2%

Client ages

12 years & under	19%
13 to 15 years	39%
16 to 18 years	32%
19 to 24 years	10%

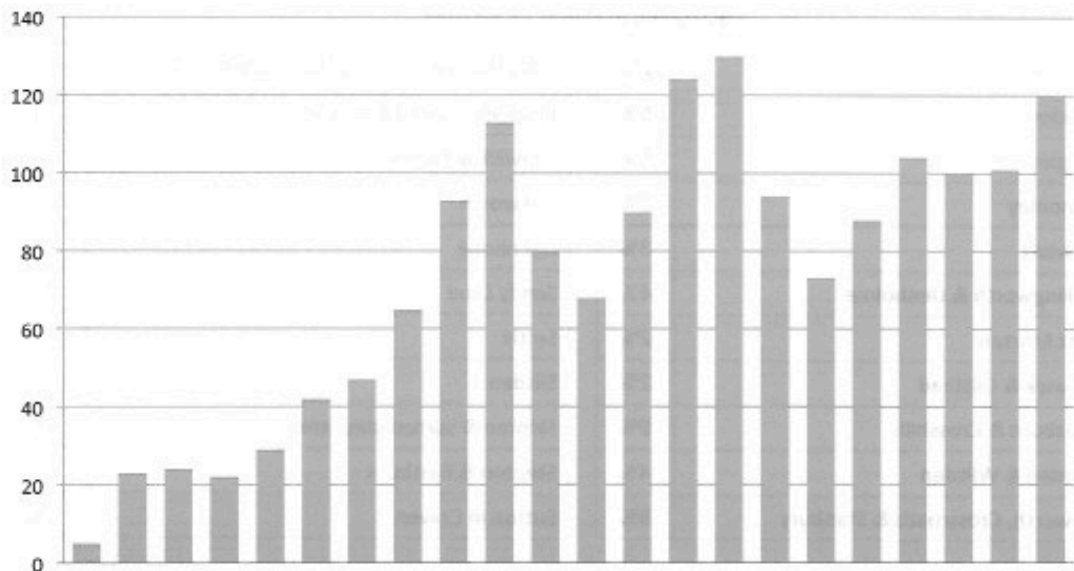
Appointment waiting times  
From first contact to assessment

Up to 5 days	21%
5 to 10 days	25%
11 to 15 days	25%
16 to 25 days	10%
Over 26 days	19%

Appointment waiting times from  
assessment to ongoing appointments

up to 1 month	9%
1 to 2 months	14%
3 to 4 months	60%
5 months & over	17%

Time2Talk annual number of new clients 1998-2019



## Time to Talk statistics for young clients in the Keighley office

### Top issues that clients present with

Anxiety & stress	40%
Anger	33%
Bullying or physical abuse	29%
Mental health & depression	21%
Suicidal thoughts or self harm	21%
Self esteem	19%
Strained relationships with parents	17%
Bereavement, loss and grief	12%
Work issues & worries about future	12%
Adjustment to new school and school phobia	10%
Parents separating or divorce	10%
Rejection by parents	10%
Guilt	10%
Loneliness & isolation	7%
Step family issues	7%
Pressure to achieve & fear of failure	7%

*NB. Please note that the above may add up to more than 100%,  
This is because some clients have more than one presenting issue*

### Breakdown of clients by location

Addingham	2%	Ilkley, Burley in Wharfedale, Menston & Otley	4%
Baildon	5%	Keighley & surrounding area	17%
Bingley	5%	Kildwick & Farnhill	2%
Cononley	2%	Oakworth	4%
Cowling	3%	Oxenhope	4%
Cullingworth & Denholme	4%	Sandy Lane	2%
East Morton	2%	Settle	3%
Eldwick & Gilstead	2%	Silsden	3%
Glusburn & Crosshills	9%	Skipton & surrounding area	4%
Harden & Wilsden	4%	Steeton & Eastburn	5%
Haworth, Crossroads & Stanbury	8%	Sutton in Craven	6%



## **Appendix 5 – Proposed Npower contract**

Account H5000001

**Please find attached a fixed price as requested. You are currently paying the following:**

**Out of contract rates:**

Admin £/Month: £25.00

Day Rate: 24.945 p/KWh

**We can offer you the following rates for: 2393000000563**

Admin £/Month: £5.50

Day Rate: 22.480 p/KWh

**Duration: 24 Months Starting from the 19/05/2018**

If contract is agreed I will be able to back date your account from the 19/05/2018 and the contract will run for 2 years from this date.

Kind Regards

David Coates

Senior Advisor  
**npower Business Solutions**  
npower Limited

**Note from Clerk:**

Confirmation has been obtained that the contract does not involve setting up a direct debit payment.

The cost of the Christmas lights in 2018 (which has not yet been invoiced due to the Village Council rejecting Npower's original contract) is likely to be in the region of £150.

## Appendix 6 – Budget and Bank Reconciliation

### Budget 2019/20 02/10/2019

Heading	Budget	Spend to date	Commitments	Total spend to date and commitments	Year End Shortfall (-) / Surplus (+)	Notes
	£	£	£	£	£	
<b>Expenditure</b>						
Clerk's Salary (inc. Employer NI)	9,900	4,901	5,036	9,937	-37	
Clerk's home working allowance	300	150	150	300	0	
Stationery and Printing	500	400	100	500	0	
Mobile Phone	150	55	66	121	29	
Postages	50	19	31	50	0	
Travel and Subsistence (Staff)	300	111	111	222	78	
Travel and Subsistence (Councillors)	0	0	0	0	0	
Internal and external audits	400	293	0	293	107	
Subscriptions	900	733	167	900	0	
Room Hire	200	61	139	200	0	
Insurance	500	501	0	501	-1	
Training	300	0	300	300	0	
Marketing	250	25	250	275	-25	
Outreach	400	125	250	375	25	
Christmas Lights	500	0	500	500	0	
Maintenance of Marsh Common	150	0	150	150	0	
Youth Club	4,800	3,582	2,019	5,602	-802	1.
Neighbourhood Development Plan	500	415	85	500	0	
Website	900	797	103	900	0	
Contingency Fund	500	0	500	500	0	
Community Initiative Fund	250	350	100	450	-200	
Maintenance of Parish Council Assets	3,000	840	2,160	3,000	0	
Rose Garden - Grant Expenditure	0	7,648	2,114	9,762	-9,762	2.
Purchase - Land off Mallard View	0	0	4,695	4,695	-4,695	3.
Allotments	2,000	15	1,985	2,000	0	
Defibrillators	3,400	3,306	0	3,306	94	

<b>Total Expenditure</b>	<b>30,150</b>	<b>24,329</b>	<b>21,011</b>	<b>45,339</b>	<b>-15,189</b>	
<b>Income</b>	<b>Budget</b>	<b>Income to date</b>	<b>Income due</b>	<b>Total Income</b>	<b>Year end Shortfall (-) / Surplus (+)</b>	
Transfer from Reserves	-3,173	0	-3,173	-3,173	0	
Precept	30,480	30,480	0	30,480	0	
Council Support Grant	1,225	1,326	0	1,326	101	
NDP Grant	0	0	0	0	0	
Rose Garden	0	0	0	0	0	
Allotment Grant	338	337	0	337	-1	
Allotment rents	480	0	480	480	0	
VAT refund	800	737	0	737	-63	
Miscellaneous	0	680	0	680	680	4.
Change in value of Prudential Investment	0	0	0	0	0	
<b>Total Income</b>	<b>30,150</b>	<b>33,560</b>	<b>-2,693</b>	<b>30,867</b>	<b>717</b>	
<b>Surplus (+) / Deficit (-)</b>					<b>-14,473</b>	

#### Notes:

1. Youth Club costs up to December 2019.
2. Funded by grant income received in 2018/19.
3. Estimated amount including fees.
4. Community Infrastructure Levy (CIL) £672 and bank interest of £8.08.

### Bank Reconciliation

Balance per bank statements as at 01/10/19

Community Account	£29,471.62
Business Savings Account	£8,104.32
Prudential Investment	£21,365.78
	£58,941.72
Less: unpresented items	
Cheque No. 101330 (Imperative Training Ltd)	-£98.40
Cheque No. 101369 (Hirst Signs)	-£119.94

Net balances:

**£58,723.38**

**CASH BOOK**

Opening Balance 1 April 2019

£52,870.17

Add: Receipts in the year

£33,559.86

Less: Payments in the year

-£27,706.65

Closing balance per cash book:

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**£58,723.38**

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## Appendix 7 – Local Council Award Scheme

The council also confirms by resolution at a full council meeting that it has:

Criteria	Do you meet these criteria?	Where are these published? Can they be provided electronically?
A risk management scheme	No	<b>Risk management scheme to be drawn up and adopted.</b> Financial Risk Assessment, adopted May 2018
A register of assets	Yes	<a href="https://oxenhogetherparishcouncil.gov.uk/about/">https://oxenhogetherparishcouncil.gov.uk/about/</a> Please click on Finance  Asset Register 2018/9, authorised and published June 2019
Contracts for all members of staff	Yes	Not published for Data Protection reasons. A redacted copy of the Clerk's contract can be provided electronically. The Parish Council only has one employee.
up-to-date insurance policies that mitigate risks to public money	Yes	Copies of Employers' Liability Insurance and Public & Property Liability Insurance can be provided electronically. The Council has a Local Councils policy arranged by Came and Company and underwritten by AXA Insurance UK PLC. Copy of policy schedule can be provided electronically.
Disciplinary and grievance procedures	Yes	<a href="https://oxenhogetherparishcouncil.gov.uk/about/">https://oxenhogetherparishcouncil.gov.uk/about</a> Please click on Policies.  Disciplinary & Grievance Arrangements, reviewed and published September 2015 <b>Need to review and update in line with guidance from NALC August 2019</b>
A policy for training new staff and councillors	No	<b>No specific policy, but training of new staff and councillors has been undertaken.</b> <b>Training &amp; Professional Development Policy needed</b>
A record of all training undertaken by staff and councillors in the last year	Yes	A record is kept but not currently published. A copy can be provided electronically.
A clerk who has achieved 12 CPD points in the last year	No	<b>Clerk has completed ILCA in first year of employment but has not undertaken any CPD training in last year.</b>

## Oxenhope Village Council

Oxenhope Village Council has produced an Action Plan of activities we hope to deliver in 2019/20.

ACTIVITIES	ACTIONS	BUDGET
Neighbourhood Development Plan (NDP)	<p>To progress the NDP in Oxenhope by: -</p> <p>Facilitating the Project Team, working with appointed planning consultants, to draw up a draft NDP</p> <p>To undertake informal consultations on the first draft of the NDP</p> <p>To revise the draft in light of feedback on first draft, and undertake a formal (Regulation 14) consultation on the draft NDP</p>	The grant funding from the last financial year has been used to provide Neighbourhood Development consultant support from Integreat.
Youth Club	To continue to support the Youth Club by working with Bradford Council Youth Service and by providing funding to cover the cost of staffing.	A budget of £4,800 for staffing costs was agreed.
Training	To provide training for new and existing Councillors following the May 2019 elections	£300
Christmas lights	To investigate improvement in the Christmas lights	£500
Community Initiative Fund	Following on from last year's successful event, to support a community event linked to the Tour de Yorkshire cycle race, bringing together the school and Oxenhope residents together.	£250
Rose Garden	<p>To finalise and sign the lease with Bradford Council so that the Village Council can take over the maintenance and improvement of this important village asset.</p> <p>To work with the Friends of the Rose Garden to improve the Garden, both by the use of volunteers and contractors.</p> <p>To agree with the Friends of the Rose Garden how the Ovenden Wind Farm Grant should be used (in line with the grant application).</p> <p>Once agreed, to use the grant to improve the planting, including flower beds and a community fruit / vegetable garden. Additional cherry</p>	<p>The Village Council has agreed a budget of £3,000 to maintain and improve all its assets.</p> <p>In additional as grant of £9,762 has been obtained to improve the Rose Garden</p>

ACTIVITIES	ACTIONS	BUDGET
	<p>trees will be purchased to provided trees round the full boundary of the Garden.</p> <p>In addition new benches and bins to be purchased and installed.</p>	
Horseshoe Dam	<p>To complete the purchase from the Duchy of Lancaster of land around Mallard View (including the Horseshoe Dam).</p> <p>Once the purchase is completed, to look at setting up a Friends of the Horseshoe Dam group, and working with them, to draw up an action plan to improve the area.</p>	The Village Council has agreed a budget of £3,000 to maintain and improve all its assets.
Allotments	To improve the allotments by looking at replacing the fencing.	£1,000
Defibrillators	<p>To maintain and service the two existing defibrillators</p> <p>To purchase and install two additional defibrillators.</p>	£3,400 for servicing of two existing defibrillators and purchase of two new defibrillators.
Christmas lights	To investigate improvement in the Christmas lights	£500
Change the name from Oxenhope Parish Council to Oxenhope Village Council	<p>The aim is to avoid any confusion in the role of the Council by having a name which reflects its purely secular role in improving the village of Oxenhope.</p> <p>Resolution at meeting on 12<sup>th</sup> June 2019 to change the name to Oxenhope Village Council.</p> <p>Change the website and email addresses. Competition to design a new logo.</p> <p>Inform Oxenhope residents, the relevant authorities, suppliers and other contacts of the Council.</p>	A budget of £400 has been allocated for work on the website.