

DATED

1975

THE
SCARBOROUGH BOROUGH COUNCIL

- and -

THE
ESKDALESIDE-CUM-
UGGLEBARNBY PARISH COUNCIL

A G R E E M E N T

relating to the reimbursement of certain
costs of the Parish Council by the
Borough Council

D.G. BRIDGE,
Director of Administration,
Town Hall,
SCARBOROUGH.

.PIO/

AN AGREEMENT made the Seventeenth day of November

One thousand nine hundred and seventy five BETWEEN THE SCARBOROUGH BOROUGH COUNCIL (hereinafter called "the Borough Council") by David Garner Bridge its Director of Administration of the one part and THE ESKDALESIDE-CUM-UGGLEBARNBY PARISH COUNCIL

(hereinafter called "the Parish Council") of the other part

WHEREAS:

(1) By virtue of the Local Government Act 1972 (hereinafter called "the 1972 Act") the Parish Council is authorised to exercise the functions referred to in the Schedule hereto (hereinafter referred to as "the said functions")

(2) By virtue of the provisions of Section 136 of the 1972 Act the Borough Council is prepared to reimburse the Parish Council the costs incurred by the Parish Council in exercising the said functions as general expenses subject to the terms and conditions hereinafter appearing

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. The Parish Council shall discharge the said functions PROVIDED ALWAYS that the said Schedule may be at any time varied by agreement in writing between the Borough Council and the Parish Council to take account of new and amending legislation or to effect changes in the arrangements considered desirable by the Borough Council and the Parish Council
2. The Parish Council shall exercise the said functions with proper care and skill and to the satisfaction of the Borough Council
3. Notwithstanding Clause 1 hereof nothing herein contained shall prevent the Borough Council from exercising the said functions PROVIDED THAT the Borough Council will not normally exercise any of the said functions except in the case of emergency or in the event of the Parish Council having failed to exercise any of the said functions with proper care and skill to the satisfaction of the Borough Council and then only after consultation with the Parish Council unless the urgency of the situation in the opinion of the Borough Council does not permit of such consultation
4. Notwithstanding Clause 1 hereof the Parish Council may in any particular case request the Borough Council to exercise the said functions or any of the said functions in which case the Borough Council may in its discretion exercise the said functions or function to the exclusion of the Parish Council

5. The Borough Council shall reimburse to the Parish Council as provided by this agreement the expenditure incurred by the Parish Council in exercise of the said functions PROVIDED that the Borough Council shall not be liable to reimburse the Parish Council the expenses incurred by the Parish Council in discharging the said functions where the Borough Council is satisfied that the said functions have not been properly executed

6. The Parish Council shall notify the Director of Finance of the Borough Council of revenue estimates of income and expenditure likely to be respectively received or incurred by it in the exercise of said functions during the forthcoming financial year together with revised estimates for the then current year. Such estimates shall be sent to the Borough Council not later than the First of November in each year. Such notification shall be on the form provided by the Director of Finance for this purpose and shall be accompanied by such details and plans as may reasonably be requested by the Borough Council

7. The Director of Finance shall notify the Clerk to the Parish Council of the items included in the notified estimates which have been approved by the Borough Council (such items are herein called "the approved costs") and in cases where programmes of work have been submitted the Director of Technical Services shall notify approval of programmes of work. No approval or consent given by the Borough Council under or in accordance with the provisions of this Clause shall operate to avoid the need for the Parish Council to obtain such other approvals or consents as may be required

8. The Parish Council shall not (save at its own expense) exceed the costs under each heading in the estimates as approved by the Council or as varied by a supplementary estimate submitted to and approved by the Borough Council and the Borough Council reserve the right to refuse reimbursement for any expense incurred by the Parish Council for which prior approval has not been given

9. The Borough Council will pay to the Parish Council in respect of the expenditure specified in the estimates approved by the Borough Council the following amounts on the dates specified namely:-

On or before First of April in each financial year an amount representing Twenty five per centum of the total estimate;

On or before the First of July in each financial year a further
Twenty five per centum of the total estimate;

On or before the First of October in each financial year a further
Twenty five per centum of the total estimate;

On or before the First of March in each financial year such sum as
together with the previous payments made in the financial year
represents Ninety five per centum of the actual expenditure or
Ninety five per centum of the approved estimate of expenditure
whichever is the lesser sum

The balance of any further amount due will be paid following the
receipt by the Director of Finance of the statement of income
and expenditure submitted in accordance with Clause 10 hereof

10. The Parish Council shall keep such accounts as may be necessary and
shall submit to the Director of Finance a statement of its expenditure
and income in connection with the said functions during the previous
financial year Such notification shall be on a form provided for the
purpose by the Director of Finance and shall be returned completed to him
not later than First of May in each year

11. The Parish Council shall make available to any authorised officer of
the Borough Council at all reasonable times all documents and vouchers
supporting claims for reimbursement and maintain and make available as
aforesaid such other records as the Borough Council may from time to time
require

12. This Agreement shall be deemed to operate on and from the First day
of April One thousand nine hundred and seventy five and shall continue
until determined by either party giving not less than three months notice
in writing to expire on April the First in any year

AS WITNESS the hands of the said David Garner Bridge and Alan Wood

and Ralph Taylor

two members of the Parish Council the day and year first before written

SCHEDULE

Footway lighting

Parks playing fields and open spaces

Layout and maintenance of roadside verges

Burial grounds and closed church yards (excluding grants made to Parochial
Church Councils for the upkeep of burial grounds maintained by those
Councils)

Provision and maintenance of public seats public shelters bus shelters
and public clocks

SIGNED by the said DAVID GARNER)

BRIDGE for and on behalf of the)

Borough Council in the presence)

of:-)

D. Deary,
Town Hall,
Scarsdale,
Secretary.

Dr. Dign

SIGNED for and on behalf of the)

Parish Council by the said)

Alan Wood)

in the presence of:-)

Witness's signature

Address

Description

SIGNED for and on behalf of the)

Parish Council by the said)

Ralph Taylor)

in the presence of:-)

Witness's signature

Address

Description