Ulley Parish Council Meeting to be held at 7.00 pm on Wednesday 30th November 2016 at Ulley Village Hall.

Dear Councillor, 25th November 2016

You are summoned to attend the above meeting of Ulley Parish Council.

E Taylor, Clerk

AGENDA

A public session will commence prior to the formal Council meeting in accordance with paragraph 4.6 of the Council’s Standing Orders.

PART 1 NON-CONFIDENTIAL ITEMS

In accordance with Regulation 4(6) of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, audio/visual recording and photography at Council meetings is permitted in accordance with the Council’s protocol “Filming of Public Meetings”.

1. To receive and consider apologies for absence.
2. To approve, sign and date the minutes of the Parish Council meeting held on 28th September 2016 - attached 1.
3. To disclose members’ disclosable pecuniary interest or personal interest in any items to be discussed¹.

¹ A Councillor is at risk of prosecution for committing criminal offences in s.34 of the 2011 Localism Act if they, without dispensation, participate or vote on a matter being considered in which they have a disclosable pecuniary interest (s.31(4) of the 2011 Act). Or written notification of such DPI has not already been given to the Monitoring Officer and the member does not provide written notification of the interest to the Monitoring Officer with 28 days of the meeting (ss.31(2) and (3) of the 2011 Act. Or they knowingly or recklessly provide false or misleading information about the above (s.34 (2) of the 2011 Act).
4. To receive information on the following on-going issues and decide further action where necessary.

- Update on former Clerk – CPS have decided to charge with fraud. They will attempt to recover money via proceeds of crime act but hold little hope of being successful.
- Recreation Ground Lease – attached 1a
- Permissive footpath – attached 2

5. To discuss communications received by the Chairman - attached 3.

6. Lease to the Village Hall – The lease of the village hall to the Millennium Trust is due - attached 4.

7. Christmas Lights – attached 5

8. HS2 – Further to the last PC meeting, a letter was sent to HS2, Secretary of state for Transport and several local MP’s. The letter is attached, along with the replies and report - attached 6

9. Road repairs – Email from RMBC is attached along with report - attached 7

10. Playground equipment – attached 8

11. Planning appeals – The application to vary Condition 01 (approved plans) imposed by RB2007/2307 (Demolition of existing bungalow and erection of replacement bungalow) at The Bungalow Penny Hill Lane Ulley has been dismissed.

12. Planning workshop report - attached 9

13. To receive financial report on PC current account. From the 28th September 2016 the following payments have been made:-

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.09.16</td>
<td>Printer toner</td>
<td>£34.00</td>
</tr>
<tr>
<td>29.09.16</td>
<td>Flagpole</td>
<td>£470.62</td>
</tr>
<tr>
<td>29.09.16</td>
<td>Flags</td>
<td>£249.32</td>
</tr>
<tr>
<td>01.11.16</td>
<td>Salary – Sept and Oct</td>
<td>£192.00</td>
</tr>
<tr>
<td>01.11.16</td>
<td>HMRC tax</td>
<td>£48.00</td>
</tr>
<tr>
<td>16.11.16</td>
<td>Hard drive</td>
<td>£54.99</td>
</tr>
</tbody>
</table>
16.11.16  Salary  £96.00
16.11.16  HMRC tax  £24.00
19.10.16  Npower  £115.74
20.11.16  Concrete for flagpole  £61.90

We have Received:-

29.09.16  Precept  £3362.50
10.10.16  Halifax fund credit  £599.95

The current balance in the account as of 20\textsuperscript{th} November 2016 is approximately £4,484.93. A verbal report from the clerk will be provided about the bank statements and PC accounts on the one drive.

15. To receive an update on Halifax fund bids approved by the Halifax Estate - attached 11.
16. To receive an update from the Area Assembly 2016 - attached 12.
17. Precept – attached 13
18. Dates for 2017 meetings – proposed as follows:-
   25.01.17
   29.03.17
   31.05.17
   26.07.17
   27.09.17
   29.11.17
19. To discuss urgent business items.

   To agree the date and time of next meeting as 25\textsuperscript{th} January 2017 at 7.00 pm in Ulley Village Hall.

\signature
Minutes of the Parish Council Meeting held 28 September 2016
Village Hall – 7.00 pm

Present
Councillors: Peter Hubbard (Chair), David Wing, Richard Robson, Richard Steel and Ian Stones
Clerk: Emma Taylor
Two members of the public

Public Session
No comments

102/16. Apologies.
None, all present

103/16. Minutes of the Parish Council meeting on 27 July 2016
Resolved: The minutes were accepted as a true and accurate record and be signed by the Chair.

104/16. Declarations of interest
None declared.

105/16. Items for which a resolution may be passed to exclude the press and public
Resolved – this agenda item is to be removed as it is duplication.

106/16. Ongoing issues

1. Former clerk (Andy Pashley): No further news from the Police or CPS. Noted that it is the Police’s case now to pursue and unlikely to be any financial recompense to the village.
2. Recreation ground Lease: The chair had received a draft Heads of Terms from RMBC which was provided to all councillors and considered.
   Resolved: Heads of terms agreed save in relation to paragraph 18. Ulley Parish Council have not agreed to be responsible for all legal costs for RMBC. The chair is to confirm this.
3. Repair to the Wall on Main Street – included in planning update below.
4. Permissive footpath, the chair confirmed that the information which had been needed had been received and now needed the footpath number from RMBC. Once received the draft agreement can be prepared and sent out to all councillors and both estates.

107/16. Communications received by the Chairman
The Chair reported that he had received a letter from the Millennium Trust to say thank you for the funds to discharge the loan. It was noted a similar letter had been sent to the Halifax estate.
108/16 Dispensation

Resolved: Councillor Ian Stones signed the dispensation form relating to his involvement with the Millennium Trust.

109/16 Christmas Lights

The chair confirmed that the issue of lights in the village had been something mooted originally by the Millennium Trust. The PC were keen to look further into the viability of funding the lights, as the millennium trust had not yet been able to do so. Initial enquiries made by David Wing had confirmed from RMBC that only metal lamp posts could be used for lights to be installed on. David had identified 6 potential sites for the lights. The clerk confirmed that emails had been sent to two companies asking for information on price to supply, install, remove and store such lights. No response had been received to date.

Resolved: The clerk is to send further emails and gather more costing information. The PC will then consider if it is viable to seek funding for the lights and the potential of making a bid to the Halifax fund or Banks.

110/16 Planning

The chair confirmed that there were four items to report on:

- Repairs to the wall on Main Street – permission was given for the trees to be felled and within that permission there was a requirement that the wall be repaired. Noted that the trees had been felled but the wall not yet repaired. Councillor Richard Steel confirmed that during the felling the machinery had caused further damage to the wall. This needs to be repaired at the same time.

Resolved: The chair will email the planner to enquire about the wall and to notify of the further damage, with a photo if possible and request that the planner contact the party responsible for the wall.

- Tree in the church yard was diseased, permission had been granted for the tree to be felled.
- Permission had been granted for the Silver Birch trees between 2 and 4 Penny Hill lane to be felled.
- Planning consent had been obtained for a change in material from stone to brick on the exterior of the build at 4 Penny Hill Lane.

111/16 Financial position

The financial position was noted as being an underspend due to the issues surrounding the recreation ground not having been resolved. Payment of £34 for a printer cartridge was approved. Second instalment of Precept confirmed as received yesterday.

112/16 Payments

Resolved: The following paid payments were approved

- 31.07.2016 Clerks salary 185.60
• 31.07.2016 PAYE 46.40
• 26.08.2016 Clerks salary for July and August 246.40
• 26.08.2016 PAYE July and August 61.60
• 30.08.2016 DD ICOZA 137000 35.00
• 31.08.2016 Ramstone Builders Merchants 215.46
• 05.09.2016 YW Water rates 22.93

It was approved that all future payments for the clerks monthly salary would be authorised at the 12 contracted hours, any additional are to be approved by PC before payment. The clerk noted that wages for September would be paid in October as the details were not yet on the system.

113/16. Financial report of Halifax Fund

The financial position to September 2016 had not changed save that payment had now been made for the tables and chairs in the village hall. No bills had yet been received for other authorised items. It was noted that on the budget there was duplication within the spreadsheet so items 7 and 8 are to be deleted as they are covered by item 10.

114/16 Halifax bids approved

It was noted that there had been an underspend on the Well dressing and £30.04 had been paid back to the fund.

The flagpole does not need planning permission as long as its flying the national county flag. Nev Eaton is to be responsible for this and had indicated a wish to see it to its conclusion. Since the bid was approved the cost of the flag pole has increased but this is less than the amount allowed for the Planning Permission. It was therefore recommended that the increase be met from the surplus monies due to there no being any need for planning permission.

Resolved: all agreed this seemed sensible, John is to be told that the flagpole he mooted is no longer needed.

115/16 Update on Area Assembly Co-ordinators meeting.

The chair confirmed that Rother Valley West had approved funding for covert CCTV, two solar powered speed activated signs, purchase and trial use of bollards shaped like children to go outside schools, provision of resurfacing an unmade path in Brinsworth which had lead to ASB and to replace vandalised play equipment at play area at Orgreave.

116/16 Urgent business

• The chair confirmed that following the last PC meeting urgent business powers had been used to agree to replace sleepers in the village which were potentially toxic and harmful to residents in the village. The work had been immediately completed due to the seriousness of the threat. The chair proposed that a retrospective bid be made to the Halifax fund for funding on the basis of the urgent nature and that the previous sleepers had been installed by volunteers and donated to the village at no cost.

Resolved: Retrospective bid to be made to the Halifax fund.
- David suggested that the one drive should be backed up on a regular basis by someone other than the clerk to maintain transparency and avoid problems encountered in the past. Cost would be approximately £50 - £60.

  **Resolved:** David is to purchase a removable hard drive and is to back up on a monthly basis where possible.

- HS2 was raised again as PC had not yet sent letters of objection.

  **Resolved:** Clerk is to review the letters sent by RMBC and DMBC and send objection letter to MP, secretary of state and local councillors.

117/16. Next meeting 30 November 2016 at 7 pm in the Village Hall.
PART II – CONFIDENTIAL ITEMS

To consider a resolution under the Public Bodies (Admissions to Meetings Act 1960) to exclude members of the press and public in order to discuss the following item (attached 10).

118/16 Before new bids were considered the chair confirmed that the cost of the flagpole in previous bid had risen by £14, which was more than granted in the bid, however as no planning permission had been necessary the overall cost was £50 less than granted.

Resolved: £14 can be paid as overall cost will be lower than grant allowed.

119/16 The chair confirmed the following bids were being made to the Halifax fund both on behalf of Ulley PC:

- Speed cameras – The village has a problem with speeding. Want funding to buy 20/30/40 sign, 2 x battery, charger, sign cover and clamps, data collection unit and spare bracket set. Cost is £2925.00 excluding VAT.
  Resolved: Bid approved to send to Halifax in the amount requested.
- Sleepers – Retrospective bid to be placed for the cost of the sleepers replaced in the village as a matter of urgency. Ian to provide the receipt so that exact figures exclusive of VAT can be recorded on the bid.
  Resolved: Bid approved to send to Halifax.
Playground Lease

Following the approval of the draft heads of terms RMBC have secured agreement from the Service Department responsible for the land to pay any legal costs associated with the granting of the lease. This meets the Council’s stance, with regard to what was originally condition 18 in the draft heads of terms, that the Council would not be prepared to pay such costs. In addition and subsequent to advising RMBC that the Council were happy to progress on that basis a request has been made to have sight of any inspection reports or agree how the state of the equipment is to be defined and agreed prior to the take over of the lease.
Permissive Footpath

Following the approval in principle to the footpath having been obtained from both Estate offices the draft agreement document was sent for comment/agreement. Their responses are still awaited despite reminders having been sent.
21st November 2016

Mrs E Taylor, Clerk
Ulley Parish Council
Village Hall
Main Street
Ulley
S26 3YD

Dear Mrs Taylor

Re: Installation of frost protection heating, Ulley Village Hall.

The Ulley Millennium Trust has been concerned for a while that the lack of frost protection in the toilet area of the hall will cause problems with frozen pipes during severe weather conditions. At our last meeting it was agreed that such protection should be fitted and we have a volunteer who will carry out the work. The Trust would be grateful if you would ask the Councillors firstly for permission for the work to go ahead, secondly if they would consider contributing towards the cost or indeed paying in full. Approximate costs are £60 to include 2 heaters and all necessary electrical fittings. I attach an image of the heaters to be used for information.

Many thanks

Sue Hubbard

Sue Hubbard, Secretary, Ulley Millennium Trust.
£21.45 x 2 = £42.90
Village Hall Lease

The review and renewal of the lease between the Parish Council and the Millennium Trust was deferred when it became uncertain that the Trust would continue to exist. Confirmation that the Trust is to remain as an operational charity has now been received and the review/renewal of the lease can resume.

Prior to the deferral a redrafted lease had been presented to the Parish Council and agreed in principle. The same lease had also been presented to the Millennium Trust who had likewise agreed the document.

That document is attached and it is presented for the Council's consideration and comment. Given that the draft lease has already been considered however it is suggested the lease be approved and the Millennium Trust be offered the lease as presented.

Recommendation

1) That the lease (document attached) be approved.

2) That the lease be offered to the Millennium Trust accordingly.
ULLEY PARISH COUNCIL

to

THE ULLEY MILLENNIUM TRUST

LEASE
of
THE VILLAGE HALL, ULLEY

Term: Twenty (20) years Commences: XXXXXXX 2016
Rent: One pound per annum.
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Landlord</strong></td>
<td>Ulley Parish Council</td>
</tr>
<tr>
<td><strong>The Tenant</strong></td>
<td>Ulley Millennium Trust</td>
</tr>
<tr>
<td><strong>The Premises</strong></td>
<td>The Village Hall, Ulley shown edged in red on the Plan</td>
</tr>
<tr>
<td><strong>The Term</strong></td>
<td>The term of twenty (20) years commencing on XXXXXXXX 2016</td>
</tr>
<tr>
<td><strong>The Rent</strong></td>
<td>ONE POUND if demanded</td>
</tr>
<tr>
<td><strong>The External Decorating Years</strong></td>
<td>As and when required to maintain the building in a good decorative state or as and when required by the landlord</td>
</tr>
<tr>
<td><strong>The Internal Decorating Years</strong></td>
<td>As and when required to keep the interior in good order/repair</td>
</tr>
<tr>
<td><strong>The Authorised Use</strong></td>
<td>All uses commensurate with the use of the building as a village hall/community centre</td>
</tr>
</tbody>
</table>
DATE: XXXXXXXX 2016

PARTIES:

(1) The Landlord

and

(2) The Tenant

OPERATIVE PROVISIONS:

1. Definitions and Interpretation

1.1 Definitions:

In this Lease where the context so allows:

"1995 Act" means the Landlord & Tenant (Covenants) Act 1995

"Conducting Media" means any of the drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains

"Insured Risks" has the meaning given to it in Schedule 1

"Interest" means interest at the rate of 2% above base lending rate from time to time of RBS Bank (as well after as before judgment), or such other comparable rate as the Landlord may reasonably designate if the base lending rate ceases to be published

"Landlord" Uley Parish Council

"Lease" includes any documents supplemental to this Lease

"Outgoings" means in relation to the Premises all non-domestic rates, water rates, water charges, electricity charges and all existing and future rates, taxes, charges, assessments, impositions and outgoings whatsoever (whether parliamentary municipal parochial or otherwise) which are now or may at any time be payable, charged or assessed on property or the owner or occupier of property, but "taxes" in this context does not include value added tax, nor any taxes imposed on the Landlord in respect of
the yearly rent reserved by this Lease or in respect of a disposal of the interest in immediate reversion to this Lease

"Premises" refers to each and every part of the Premises and improvements and additions made to, and fixtures fittings and appurtenances in, the Premises

"Tenant" Ulley Millennium Trust

"Term" means the term of years granted by this Lease and any statutory continuation or extension of the term of years

"Interpretation of restrictions and liability

1.1.1 Where the Tenant is placed under a restriction in this Lease, the restriction includes the obligation on the Tenant not to permit or allow the infringement of the restriction by any person.

1.1.2 References to "liability" include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.

1.2 Particulars

The Particulars form part of this Lease and words and phrases set out in Column 1 of the Particulars have the meanings respectively attributed to them in Column 2 of the Particulars.

1.3 Clauses and clause headings

1.3.1 The clause and paragraph headings in this Lease are for ease of reference only and are not to be taken into account in the construction or interpretation of any covenant condition or proviso to which they refer.

1.3.2 Unless the context otherwise requires, references to numbered clauses

1.3.2.1 and Schedules are references to the relevant clause in or Schedule to this Lease; and

1.3.2.2 in any Schedule to a numbered paragraph are references to the relevant paragraph in that Schedule.

1.4 Singular and plural meanings

Words in this Lease importing the singular meaning, where the context so allows, include the plural meaning and vice versa.
1.5 **Statutes and statutory instruments**

References in this Lease to any statutes or statutory instruments include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to them.

1.6 **Gender**

Words in this Lease importing any one gender include both other genders and may be used interchangeably, and words denoting natural persons where the context so allows include corporations and vice versa.

1.7 **Joint and several obligations**

At any time that the party of the second part to this Lease is two or more persons the expression "the Tenant" includes the plural number and obligations in this Lease expressed or implied to be made with the Tenant or by the Tenant are to be treated as made with or by such individuals jointly and severally.

2. **The Letting Terms**

In consideration of the rent reserved by and the covenants in this Lease:

2.1 the Landlord shall pay all outgoings relating to the premises

2.2 the Landlord LETS to the Tenant

\[2.2.1\] ALL the Premises;

\[2.2.2\] EXCEPT AND RESERVED to the Landlord the rights set out in clause 3;

2.3 for the TERM determinable as provided by this Lease; and

2.4 the Tenant PAYING during the Term;

\[2.4.1\] the Rent if demanded

\[2.4.2\] as additional rent the monies payable by the Tenant under Schedule 1; and

\[2.4.3\] as additional rent any value added tax chargeable on the rent and additional rent reserved in Clauses 2.4.1 and 2.4.2
3. Tenant's Covenants

THE TENANT COVENANTS with the Landlord during the Term and any extension by statute of the tenancy created by this Lease as follows:

3.1 Rent

3.1.1 To pay the Rent reserved by this Lease, free from any deductions and rights of set-off, at the times and in the manner required in Clause 2.3.1.

3.1.2 To pay the additional rents reserved by this Lease at the times and in the manner specified in relation to each of them.

3.2 Contributions

3.2.1 To reimburse the Landlord for loss of relief from non-domestic rate of unoccupied property which would have been available to the Landlord in respect of vacancy of the Premises after the termination of this Lease but for the allowance of relief to the Tenant or any other person formerly in occupation of the Premises for vacancy commencing before the termination of this Lease.

3.2.2 To pay to the Landlord on demand a fair and proper proportion (to be conclusively determined by the Landlord or the Landlord’s Surveyor) of the expense of cleaning, lighting, repairing, renewing, decorating, maintaining and rebuilding any party walls, fences, gutters, drains, roadways, pavements, entrance ways, access ways and service areas which are or may be used or enjoyed by an occupier of the Premises in common with any other person or persons;

3.3 Repair

3.3.1 Well and substantially to repair maintain and clean the Premises and to keep the Premises in good and substantial repair maintained and in clean condition (except in respect of damage by Insured Risks as allowed in Schedule 1).

3.3.2 To replace any Landlord’s fixtures and fittings in the Premises which are beyond repair at any time during or at the termination of the Term.

3.3.3 To keep any part of the Premises which are not built upon adequately surfaced in good condition and free from weeds and all landscaped areas properly cultivated.
3.4 Decorations

3.4.1 To decorate the inside of the Premises in the Internal Decorating Years and also in the last three months of the Term (however determined but not more than once in any period of two years) with good quality paint, or other suitable and appropriate materials of good quality, in a workmanlike manner (such decorations in the last three months of the Term to be executed in such colours, patterns and materials as the Landlord may reasonably require).

3.4.2 To decorate the exterior of the Premises in the External Decorating Years and also in the last three months of the Term (however determined but not more than one in any period of two years) with good quality paint or other suitable material of good quality in a proper and workmanlike manner.

3.5 Landlord’s right of inspection and right of repair

3.5.1 To permit the Landlord and its employees or agents at all reasonable times during normal business hours by prior appointment to enter into inspect and view the Premises and examine their condition and also to take a schedule of fixtures in the Premises.

3.5.2 If any breach of covenant, defects, disrepair, removal of fixtures or unauthorised alterations or additions are found on inspection for which the Tenant is liable, then, on notice from the Landlord, to execute to the reasonable satisfaction of the Landlord or its Surveyor all repairs, works, replacements or removals required within two months (or sooner if necessary) after the receipt of the notice.

3.5.3 If the Tenant fails to comply with a notice under clause 3.5.2, the Landlord may itself or by its workpeople or agents enter the Premises and execute the repairs, works, replacements or removals.

3.5.4 To pay to the Landlord on demand all reasonable and proper expenses so incurred under clause 3.5.3 (such expenses and any interest on them to be recoverable as if they were rent in arrear).

3.5.5 To permit the Landlord and any valuer authorised by him to enter the Premises at any reasonable time during normal business hours on notice to inspect and value them for the purposes of assessing the sum for which they should be insured and to pay to the Landlord on demand any costs incurred in making such valuation and assessment.
3.6 Yield up in repair at the end of the Term

At the termination of this Lease:

3.6.1 quietly to yield up the Premises (with all additions and improvements to the Premises and all fixtures in the Premises, other than tenant's fixtures which the Tenant may be entitled to remove) repaired, maintained, cleaned, decorated and kept in accordance with the Tenant's covenants in this Lease (except in respect of damage by Insured Risks as allowed in Schedule 1);

3.6.2 to remove from the Premises all the Tenant's belongings - that is to say trade fixtures and fittings and all notices, notice boards and signs bearing the name of or otherwise relating to the Tenant (including in this context any persons deriving title to the Premises under the Tenant) or its business as may be required by the landlord; and

3.6.3 to make good to the reasonable satisfaction of the Landlord all damage to the Premises resulting from the removal of the Tenant's belongings from the Premises.

3.7 Landlord's right of entry for repairs, etc.

3.7.1 To permit the Landlord or other owners, tenants or occupiers of any adjoining or neighbouring property and their respective agents, workmen and employees to enter the Premises at reasonable times during normal business hours by prior appointment (except in an emergency):

3.7.1.1 to alter, maintain or repair the adjoining premises or property of the Landlord or person so entering; or

3.7.1.2 to construct, alter, maintain, repair or fix anything or additional thing serving such property and running through or on the Premises; or

3.7.1.3 to comply with an obligation to any third party having legal rights over the Premises; or

3.7.1.4 in exercise of a right or to comply with an obligation of repair maintenance or renewal under this Lease; or

3.7.1.5 in connection with the development of any adjoining or neighbouring land or premises including the right to build on or into or in prolongation of any boundary wall of the Premises
3.7.1.6 subject to the Landlord (or other person so entering) exercising the right in a reasonable manner and making good any damage caused to the Premises without unreasonable delay.

3.7.2 On becoming aware of any defects in the Premises, which are "relevant defects" for the purposes of Section 4 of the Defective Premises Act 1972, to give notice of them to the Landlord.

3.8 Alterations

3.8.1 Not without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) to make any alterations or additions to the Premises (but the erection, alteration or removal by the Tenant of internal demountable partitioning, and consequential adjustments of ducting, ceiling tiles, light fittings and wiring, is authorised without such consent if the plans of the partitions or details of the alteration or removal of partitioning are immediately deposited with the Landlord) nor without:

3.8.1.1 obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents;

3.8.1.2 making an application supported by drawings and where appropriate a specification in duplicate prepared by an architect or member of some other appropriate profession (who shall supervise the work throughout to completion);

3.8.1.3 paying the reasonable fees of the Landlord and their professional advisers; and

3.9.1.4 entering into such covenants as the Landlord may reasonably require as to the execution and reinstatement of the alterations;

and in the case of works of a substantial nature the Landlord may prior to the commencement of the works require the Tenant to provide adequate security in the form of a deposit of money or the provision of a bond as assurance to the Landlord that any works which may be permitted by the Landlord shall be fully completed.

3.8.2 Not without the Landlord's previous written consent (such consent not to be unreasonably withheld or delayed) to make any alterations or additions in or to the electrical circuits or installations in the Premises and not to use any lighting points therein otherwise than for normal lighting purposes.
3.8.3 On the termination of this Lease, to the extent required by the Landlord, to reinstate the Premises to the condition in which they were in at the grant of this Lease, such reinstatement to be carried out under the supervision and to the reasonable satisfaction of the Landlord or the Landlord’s Surveyor.

3.8.4 To procure that any alterations or additions to the Premises permitted by the Landlord under clause 3.8.2 be carried out only by a contractor approved by the Landlord (such approval not to be unreasonably withheld).

3.8.5 If the Construction (Design and Management) Regulation 1994 (as amended from time to time) apply to any alterations or additions:

3.8.5.1 the Tenant will comply with the regulations in all respects; and

3.8.5.2 before commencing any works the Tenant will make a declaration to the Health and Safety Executive in the prescribed form that the Tenant is the only client in relation to those works and will immediately forward a copy of the declaration to the Landlord; and

3.8.5.3 the Tenant will notify the landlord with the necessary Health and Safety information to enable the Landlord to update their Health and Safety file in relation to the premises.

3.9 Alienation

3.9.1 Not to assign charge or underlet the Premises or any part thereof

3.9.2 The Tenant shall be permitted to Hire Out the hall for private functions, meetings and entertainment lasting no longer than 24 hours

3.10 Restrictions affecting use of the Premises

3.10.1 Not to erect or install in the Premises any engine, furnace, plant or machinery which causes noise, fumes or vibration which can be heard, smelled or felt outside the Premises other than for a Temporary Event lasting no more than 24 hours.

3.10.2 Not to store in the Premises any petrol or other specially inflammable explosive or combustible substance other than a maximum of two 13kg propane gas cylinders used for the purposes of cocking outside the building and stored in the external storage shed or other suitable external location. All cylinders when in storage to be chained or fixed securely to the structure.
3.10.3 Not to use the Premises for any noxious, noisy or offensive trade or business
nor for any illegal or immoral act or purpose.

3.10.4 Not to permit any vocal or instrumental music in the Premises other than in
accordance with the terms of the entertainment license.

3.10.5 Not to permit livestock of any kind to be kept on the Premises.

3.10.6 Not to do anything in the Premises which may be or grow to be a nuisance,
disturbance, or damage to the Landlord or to the owners tenants and occupiers
of adjoining and neighbouring properties.

3.10.7 Not knowingly to load or use the floors, walls, ceilings, or structure of the
Premises so as to cause strain damage or interference with the structural parts,
loadbearing framework, roof, foundations, joists and external walls of the
Premises.

3.10.8 Not knowingly to overload the electrical installation or Conducting Media in the
Premises.

3.10.9 Not to use the Premises as a betting shop or betting office.

3.10.10 Not to use the Premises for the sale of alcoholic liquor for consumption off the
Premises.

3.10.11 Not to allow any person to sleep in the Premises nor to use the Premises for
residential purposes.

3.10.12 Not at any time to place outside the Premises any goods, mats, trade emptyes,
rubbish or other obstruction, except in covered receptacles designed for them
while awaiting collection.

3.10.13 Not to accumulate trade emptyes on the Premises.

3.10.14 Not to place leave or install any articles merchandise goods or other things in
front of or elsewhere outside the Premises.

3.10.15 Not to permit the drains to be obstructed by oil grease or other deleterious
matter, but to keep thoroughly cleaned the Premises and the drains serving the
Premises as often as may be necessary.

3.11 Advertisements and signs

3.11.1 Not without the consent of the Landlord to place or display on the exterior of the
Premises or on the windows or inside the Premises any advertising matter or
signs other than those relating to the activities of the Millennium Trust or other organisations operating in the local area on a non-profit basis so as to be visible from the exterior of the Premises.

3.11.2 If any name, writing, notice, sign, placard, poster, sticker or advertisement is placed or displayed in breach of these provisions, to permit the Landlord to enter the Premises and remove such name, writing, notice, sign, placard, poster, sticker or advertisement, and to pay to the Landlord on demand the expense of so doing.

3.12 Secure Premises if vacated

Not to leave the Premises continuously empty or unattended for more than two months without:-

3.12.1 notifying the Landlord in writing; and

3.12.2 providing such caretaking or security arrangements as the Landlord shall reasonably require in order to protect the Premises from vandalism theft damage or unlawful occupation.

3.13 Compliance with statutes, etc.

3.13.1 Except where such liability may be expressly within the Landlord’s covenants in the Lease to comply in all respects with the provisions of all statutes for the time being in force and requirements of any competent authority relating to the Premises or anything done in or on them by the Tenant, and to keep the Landlord indemnified against liability in consequence of the Tenant’s failure to comply with them:

3.13.2 In particular but without affecting the general operation of clause 3.13.1:

3.13.2.1 to execute all works and do all things on or in respect of the Premises which are required under the Offices Shops and Railway Premises Act 1963;

3.13.2.2 to comply with all requirements under any present or future statute, order, by-law or regulation as to the use or occupation of or otherwise concerning the Premises;

3.13.2.3 to execute with all due diligence (commencing work within two months or sooner if necessary and then proceeding continuously) all works to the Premises for which the Tenant is liable under this clause 3.13 and of which the Landlord has given notice to the Tenant;
and, if the Tenant does not comply with clause 3.13.2.3, to permit the Landlord to enter the Premises to carry out such works, and to indemnify the Landlord on demand for the expenses of so doing (including surveyors' and other professional advisers' fees), such expenses and any Interest on them to be recoverable as if they were rent in arrears.

3.14 Planning permissions

3.14.1 Not without the consent of the Landlord to make any application under the Town and Country Planning Acts to any local planning authority for permission to develop (as defined in the Town and Country Planning Acts), including change of use of, the Premises.

3.14.2 To indemnify the Landlord against any development charges, other charges and expenses payable in respect of such applications and to reimburse the Landlord the costs it may properly incur in connection with such consent.

3.14.3 To keep the Landlord indemnified against any expense incurred in consequence of the use of the Premises reverting to that existing before the application was made.

3.14.4 Forthwith to give to the Landlord full particulars in writing of the grant of planning permission.

3.14.5 Not to implement any planning permission if the Landlord makes reasonable objection to any of the conditions subject to which it has been granted.

3.15 Compliance with town planning and environmental requirements

3.15.1 To perform and observe the requirements of statutes and regulations relating to town and country planning and environmental protection applying to the Premises, and to obtain any development or other consent permit or licence by reason of the development or manner of use of or on the Premises by the Tenant.

3.15.2 To keep the Landlord indemnified against liability by reason of the Tenant's failure to obtain any requisite development or other consent permit or licence or in complying with the requirements of statutes and regulations.

3.15.3 To give full particulars to the Landlord of any notice, or proposal for a notice, or order or proposal for an order, made given or issued to the Tenant under any statute or regulation relating to town and country planning, environmental protection or otherwise within seven days after the receipt of any such by the Tenant.
3.15.4 Forthwith to take all reasonable and necessary steps to comply with any such notice or order.

3.15.5 At the request and cost of the Landlord, to make or join with the Landlord in making such objections or representations against or in respect of any proposal for such notice or order as the Landlord may consider expedient.

3.16 **Claims made by third parties**

3.16.1 To keep the Landlord indemnified against liability in respect of any accident, loss or damage caused by the Tenant its employees or agents to person or property in the Premises.

3.16.2 To keep the Landlord indemnified against liability of the Landlord to third parties by reason of breach by the Tenant of its obligations in this Lease.

3.16.3 To annually provide the Landlord with a copy, or to give the landlord sight of a valid third party insurance certificate taken out by the tenant insuring them against third party claims arising from the use of the building.

3.17 **Expenses of the Landlord**

To pay to the Landlord on demand all reasonable expenses (including solicitors’ costs, bailiffs’ fees and surveyors’ and architects’ fees) incurred by the Landlord:

3.17.1 incidental to or in proper contemplation of the preparation and service of a schedule of dilapidations during or after the termination of this Lease and/or a notice under section 146 and 147 of the Law of Property Act 1925, even if forfeiture is avoided otherwise than by relief granted by the court;

3.17.2 in connection with every application for any consent or approval made under this Lease, whether or not consent or approval is given but not where consent is unreasonably withheld or delayed.

3.18 **Obstruction of windows or lights and easements**

3.18.1 Not to stop up or obstruct any windows of the Premises or any other buildings belonging to the Landlord.

3.18.2 Not to permit any easement or similar right to be made or acquired into against or on the Premises.

3.18.3 Where any such easement or right is or is attempted to be acquired, as soon as practicable to give notice of the circumstances to the Landlord, and at the request and cost of the Landlord to adopt such course as it may reasonably
require for preventing the acquisition of the easement or right to such easement.

3.19 Cleaning of windows

To keep clean the glass in the windows of the Premises.

3.20 Value added tax

3.20.1 To pay value added tax on taxable supplies of goods and services made by the Landlord in connection with this Lease, the consideration for which is to be treated as exclusive of value added tax chargeable on the payment.

3.20.2 Where the Landlord is entitled under this Lease to recover from the Tenant the costs of goods and services supplied to the Landlord, but in respect of which the Landlord makes no taxable supply to the Tenant, to indemnify the Landlord against so much of the input tax on the cost for which the Landlord is not entitled to credit allowance under section 26 of the Value Added Tax Act 1994.

3.21 Notices "to let" and "for sale"

3.21.1 To allow the Landlord or its agents to enter the Premises at any time:

3.25.1.1 within six months next before the termination of this Lease to fix on the Premises a notice board for reletting the Premises; and

3.25.1.2 to fix on some part of the Premises a notice board for sale of the interest of the Landlord.

3.21.2 Not to remove or obscure any such notice board.

3.21.3 No signs erected by the Landlord shall obstruct the Tenants signs or otherwise interfere with the Tenants business.

3.21.4 To permit all persons authorised by the Landlord or its agents to view the Premises at reasonable hours without interruption in connection with any such letting or sale.

4. Provisos

THE PARTIES AGREE to the following provisos:

4.1 Proviso for Re-Entry

4.1.1 The Landlord may terminate this Lease by re-entering the Premises (or a part of them) itself or by an authorised agent if:
4.1.1.1 the Tenant fails to perform or observe any of its covenants or the conditions in this Lease which is capable of remedy and which is not remedied within 14 days of written notice to do so by the Landlord; or

4.1.1.2 an event of insolvency occurs in relation to the Tenant or one of the Tenants or any guarantor of the Tenant or one of the Tenants.

4.1.2 Re-entry in exercise of the rights in clause 4.1.1 does not affect any other right or remedy of the Landlord for breach of covenant or condition by the Tenant occurring before the termination of this Lease.

4.1.3 The expression "an event of insolvency" in clause 4.1.1 includes:

4.1.3.1 (in relation to a company or other corporation which is the Tenant or one of the Tenants or a guarantor) inability of the company to pay its debts, entry into liquidation either compulsory or voluntary (except for the purpose of amalgamation or reconstruction), the passing of a resolution for a creditors' winding up, the making of a proposal to the company and its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs, the application to the court for an administration order, and the appointment of a receiver or administrative receiver, and

4.1.3.2 (in relation to an individual who is the Tenant or a guarantor) inability to pay or having no reasonable prospect of being able to pay his debts, the presentation of a bankruptcy petition, the making of a proposal to his creditors for a composition in satisfaction of his debts or a scheme of an arrangement of his affairs, the application to the court for an interim order, and the appointment of a receiver or interim receiver, and

4.1.3.3 in relation to the various events of insolvency they are, wherever appropriate, to be interpreted in accordance and conjunction with the relevant provisions of the Insolvency Act 1986.

4.2 Accidents

The Landlord is not to be responsible to the Tenant or the Tenant's licensees nor to any other person for any accident happening or injury suffered in the Premises unless occasioned as a result of the act default or omission of the Landlord its employees agents or sub-contractors or as a result of the breach by the Landlord of its obligations contained in this lease.
4.3 Compensation for disturbance

The Tenant is not entitled on quitting the Premises to claim from the Landlord any compensation unless and to the extent that any statutory right to compensation precludes the operation of this clause.

4.4 Removal of property after determination of term

4.4.1 If after the Tenant has vacated the Premises following the termination of this Lease any property of the Tenant remains in the Premises, and the Tenant fails to remove it within twenty eight days after being requested in writing by the Landlord to do so, the Landlord may as the agent of the Tenant sell such property and hold the proceeds of sale, after deducting the costs and expenses of removal storage and sale reasonably and properly incurred by it, to the order of the Tenant.

4.4.2 The Tenant will indemnify the landlord against any liability incurred by it to any third party whose property has been sold by the Landlord in the bona fide mistaken belief (which is to be presumed unless the contrary be proved) that it belonged to the Tenant and was liable to be dealt with as such under this clause 4.5.

4.5 Notices consents and approvals

4.5.1 Any notice served under or in connection with this Lease is to be in writing and be treated as properly served if compliance is made with either the provisions of Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) or Section 23 of the Landlord and Tenant Act 1927.

4.5.2 Any consent or approval under this Lease is required to be obtained before the act or event to which it applies is carried out or done and is to be treated as effective only if the consent or approval is given in writing.

4.6 Waiver

No acceptance of or receipt for rent by the Landlord after notice or knowledge received by the Landlord or its agents of any breach of any of the Tenant's covenants contained in this Lease shall operate as a waiver either wholly or partially of any such breach but any such breach shall for the purposes of this Lease constitute a continuing breach of covenant so long as the breach subsists and no person taking any estate or interest under the Tenant shall be entitled to set up any such acceptance of or receipt for rent by the Landlord as a defence in any action or proceedings by the Landlord.
5. **Landlord's Covenants**

THE LANDLORD COVENANTS with the Tenant as follows:

5.1 **Quiet enjoyment**

The Tenant, paying the rents reserved and performing the Tenant's covenants in this Lease, may lawfully and peaceably enjoy the Premises throughout the Term without interruption by the Landlord or by any person lawfully claiming through under or in trust for the Landlord.

6. **Obligations in Schedules to this Lease**

The Landlord and the Tenant mutually covenant to observe and perform their respective obligations and the conditions in the Schedules.

DELIVERED as a deed on the date at the head of this Lease
SCHEDULE 1

INSURANCE PROVISIONS

1. Insured Risks

1.1 "Insured Risks" means the risks and other contingencies against which the Premises are required to be, or which may from time to time be, insured under this Lease, but subject to any exclusions limitations and conditions in the policy of insurance.

1.2 Insured Risks include, without limitation, fire, lightning, explosion, storm, tempest, flood, bursting and overflowing of water tanks apparatus or pipes, earthquake, aircraft (but not hostile aircraft) and other aerial devices dropped from aircraft, riot and civil commotion, malicious damage and such other risks as the Landlord may consider it prudent to insure.

2. Tenant's obligations in relation to insurance cover

2.1 The Tenant will not do anything which may render void or voidable the Landlord's insurance of the Premises or which may cause insurance premiums to be increased.

2.2 The Tenant will provide efficient fire extinguishers of a type approved by the Landlord, and will adopt such other precautions against Insured Risks as the Landlord's insurers may consider appropriate.

2.3 If the insurance of the Landlord is vitiated in whole or in part in consequence of an act or omission of the Tenant, the Tenant will at the option of the Landlord either:

2.3.1 pay to the Landlord on demand a sum equal to the amount of the insurance monies which have become irrecoverable in consequence of that act or omission; or

2.3.2 to rebuild and reinstate at its own expense the Premises or the part damaged or destroyed to the reasonable satisfaction of the Landlord's Surveyor the Tenant being allowed towards the expense of so doing upon completion of rebuilding and reinstatement the amount (if any) actually received in respect of the destruction or damage under any such insurance policy (except money received for loss of rent).
2.4 The Tenant may not insure the Premises for any of the Insured Risks in such a manner as would permit the insurer of the Landlord to average the proceeds of insurance or cancel insurance cover.

2.5 The Tenant will notify the Landlord forthwith of the occurrence of damage to the Premises by any of the Insured Risks.

2.6 The obligations of the Tenant to repair and to yield up in repair the Premises are to remain operative to the extent that the insurance of the Landlord in respect of Insured Risks is vitiates by reason of an act or omission of the Tenant, persons occupying or enjoying the use of the Premises through or under the Tenant, or their respective employees workmen or agents but do not otherwise operate in respect of damage to the Premises by Insured Risks.

3. **Landlord's obligation to insure and reinstate**

   3.1.1 The Landlord will keep the Premises insured with an insurer of repute against Insured Risks; such professional fees as may be incurred in connection with rebuilding or reinstatement of the Premises; the costs of demolition, shoring up, and site clearance work; third party and public liability risks arising as a result of the actions or negligence of the landlord and value added tax liability on such items.

   3.1.2 The Landlord's obligation to insure does not relate to any fixtures and fittings installed by the Tenant and which may become Landlord's fixtures and fittings until the Tenant has notified the Landlord in writing of their reinstatement value.

3.2 Following the occurrence of damage to or destruction of the Premises by an Insured Risk, the Landlord will diligently apply, or procure the application of, the proceeds of the insurance covering reinstatement and rebuilding costs for those purposes.

3.3 The obligations of the Landlord in paragraph 3.2 do not apply:

   3.3.1 if the Landlord is unable, after using its reasonable endeavours to do so, to obtain any requisite planning permission or other consents for the reinstatement or rebuilding of the Premises or of a building of similar size, character and amenity; or

   3.3.2 if the Landlord's insurance is vitiates by reason of an act or omission of the Tenant, persons occupying or enjoying the use of the Premises through or under the Tenant or their respective employees workmen or agents.

4. **Landlord's obligations and entitlement in relation to insurance**

4.1 The Landlord will on request provide the Tenant with a copy of its insurance policies (or other evidence of the conditions of insurance) on the Premises or other evidence of renewal and up-to-date details of the amount of cover.
4.2 The Landlord may retain for its exclusive benefit any discount on the insurance premiums or commission offered to it by its insurer.

5. Options to determine

5.1 If for any reason beyond the control of the Landlord it proves impossible to commence rebuilding or reinstatement of the Premises within two years of the occurrence of the damage by an Insured Risk, the Landlord may terminate this Lease by giving to the Tenant notice to that effect.

5.2 If the rebuilding or reinstatement of the Premises has not been commenced two years after the occurrence of the damage by an Insured Risk, the Tenant may give notice to the Landlord of intention to terminate this Lease; and if the rebuilding or reinstatement work has not commenced in earnest within six months of the giving of the notice, this Lease is to terminate at the expiry of the notice.

5.3 The termination of this Lease under this paragraph 5 is not to affect any liability which has accrued at any time before the time of termination.

6. Retention of insurance proceeds

On the termination of this Lease under paragraph 5, or if this Lease is terminated by the operation of the doctrine of frustration, the Landlord may retain for its exclusive benefit the proceeds of insurance.
Executed as a Deed by

SIGNED AS A DEED
by in the presence of:-

SIGNED AS A DEED by

in the presence of:-
Christmas Lights

Costs were obtained from one company (the other failing to reply) for the installation of lamppost mounted lights. The company could not be exact without having seen locations etc but confirmed that they had recently quoted a different PC for 4 lamppost mounted lights to hire the lights (you don’t buy), install, take down and store, they quoted £3,500 per year for a minimum of a 3 year hire i.e £10,500 for the three years.

The cost of this seems prohibitive for Ulley PC.

The clerk spoke to the chair of Whiston PC. They have a festival of lights every year. Whiston was the only PC contacted, who replied. They no longer hire the lights. They buy their own and install them on their own. They had proper points installed outside and for the others, they run them to several houses and businesses and pay for the energy used. He was aware that Dalton PC recently spent in excess of £20k on their lights. He kindly offered to help where needed as he is an electrical engineer.

Lights have been installed on the shopping precinct at the Brecks by hanging small artificial Christmas trees from hanging basket arms. They look really good. Another alternative would be to provide wall mounted brackets that hold a small tree and could be placed throughout the village where residents are agreeable to have a bracket installed on their property.

The PC has to decide how they wish to proceed with lights. The PC also needs to decide where and if a hole can be dug in the new driveway for a Christmas tree stand to be placed or as an alternative install some of the wall mounted tress as described above. A discussion needs to take place, however it would seem that professional hire or purchase is too expensive for the village.

Recommendation

1) That the lights for this Christmas (2016) be based on the previous installations carried out by the Millennium Trust (who have indicated they are willing to do the installation as usual) but that a coordinated approach be adopted involving the Parish Council and Millennium Trust to agree what the decorations should be for future years and how this is to be achieved.

2) That consideration be given to forming a time limited committee to carry out the planning for the future decorations involving representatives from the Parish Council and the Millennium Trust
The Government have now initiated the consultation process with relation to the suggested changes to the HS2 route, as reported earlier in the year, and also seeking comments on the compensation scheme. The consultation documents are available on the internet via [www.gov.uk/hS2](http://www.gov.uk/hS2) and information event schedules are to be found on [www.gov.uk/government/collections/hS2-events](http://www.gov.uk/government/collections/hS2-events). In addition a full set of paper documents have been provided to the Parish Council. These can be accessed by contacting the Chair or Clerk.

The key issues with the proposed changes are that the route would be better following the original alignment through Meadowhall as this represents the best investment option for South Yorkshire compared to the new alignment which provides no station in South Yorkshire and creates a none high speed link to Sheffield city centre which does not help to service the investment needs for the region. In addition Meadowhall is a hub for transportation links, a factor that is not provided by the Sheffield option where the infrastructure both in terms of rail links and road network are already at capacity.

In terms of the compensation scheme it appears similar to other such schemes although members may feel some of the payments for disturbance need closer examination?

Locally the proposals would see at least one of the Turbines at the Penny Hill Windfarm removed which would reduce the income from both the Banks Community Fund and the Ulley Halifax Fund both of which are based on the power generation of the site.

Recommended:

1) That the Parish Council reply to the consultation process regarding the routing as already indicated on the previous responses submitted to the Government and HS2 with additional comments regarding the reduction of the community funding the new proposals represent.

2) That the Parish Council consider whether there are any comments to be made regarding the compensation scheme

3) That the Parish Council contact the Parish Councils at Whiston, Thucroft, Aston and Treeton making them aware of the possible impact of the new route on the Banks Community Fund
Dear Sir

Re: Proposed change of route to HS2

On behalf of Ulley Parish Council please accept this letter as an indication of our grave concern concerning the proposed change of route to HS2 in the South Yorkshire Area.

It was understood that the HS2 route would run to Meadowhall, thus creating a new station, good transport infrastructure and direct and quick links to London and other economically important areas. This should have created jobs in the local areas of Rotherham and Sheffield and importantly created major opportunities for residents to obtain employment in major commercial centre’s served by the HS2 link. This would help current generations and generations to come.

The Parish Council is dismayed by the proposed changes, which appear to have been delivered with no consultation via the local council or local Members of Parliament.

The proposed changes, lead to no direct train links and only a branch line service, which will run through an already crowded Sheffield station. This leaves
the people in Rotherham with none of the promised benefits that the original scheme offered. Indeed the proposed journey time to London via the branch line, is virtually unchanged from the services that Rotherham residents can currently access from existing current train links to London.

The Sheffield and South Yorkshire report 2016 stated that HS2 should undertake a study to make recommendations to the secretary of state about the potential for a parkway station on the M18 eastern leg, which could serve South Yorkshire as a whole if the current HS2 proposals went ahead.

The current proposed route will inevitably hold many consequences for the residents of Rotherham such as a loss of homes, businesses, recreation facilities and school places, without bringing any apparent benefit.

Ulley has already witnessed the green belt land that surrounds it transformed by a wind farm and the upheaval that creation of such a site brings. The proposed HS2 route will run through the same land close to Ulley, to the extent that some of the turbines will have to be dismantled. This brings into question to purpose of the wind farm and its effectiveness as an ongoing renewable energy power source to the extent promised.

The surrounding areas of Bramley and Aston, which are two of Rotherham’s main points of access to the M1 and M18 motor network will be hugely affected by the proposals and the building works the HS2 line will bring. This will no doubt cause travel disruption for many commuters, again bringing into question the benefit of the scheme to the residents of Rotherham and Sheffield City Region.

We strongly urge that all involved in the process consider very carefully the new proposed route and whether it really benefits the people of Rotherham, Sheffield and the City Region as it was originally promised. If the aim is the bring the North and South together, the new route appears to offer little advantages to those it was specifically intended to help. We object to the proposed route. The most advantageous route to the City Region, would still appear to be the original proposed route to a station at Meadowhall.

Yours faithfully

Emma Taylor
On behalf of Ulley Parish Council
Dear Mrs Taylor,

RE: Proposed change of route to HS2

Thank you for your letter on behalf of Ulley Parish Council in which you express the concerns of the Parish Council over the proposed changes to the route of Phase 2 of HS2 in South Yorkshire.

I do appreciate that the recommendations in the report for a new route in South Yorkshire will cause concern for those living along the route. Since the Government proposed that South Yorkshire should be served by a high speed station at Meadowhall in 2013, opinion amongst local stakeholders has remained divided. This has made the decision about where to best to locate an HS2 station in South Yorkshire very challenging. Sir David Higgins report makes two key recommendations:

- That HS2 services should serve Sheffield Midland station via a dedicated link off the main high speed line. Under this proposition, Sir David believes it would be possible to provide up to two trains per hour into Sheffield city centre and a new high speed service to Chesterfield.

- That the high speed main line be moved further east, initially running parallel to the M18.

The report also notes that using the existing Sheffield Midland station for HS2 services opens up the possibility of running high speed trains from Sheffield to Leeds by building a link back onto the main HS2 line north of Sheffield. This link could deliver Transport for the North's (TfN) ambition for a frequent 30 minute journey time between Leeds and Sheffield.

Sir David Higgins suggested in his report that HS2 should undertake a study to make recommendations on the potential for a parkway station on the M18/Eastern leg which could serve the South Yorkshire area as a whole. We are in discussion with the Government about developing an appropriate remit for this study, and we have already met with local authority officials from South Yorkshire to discuss this work.

It is worth clarifying that, at this point in time, this is a proposal to the Secretary of State and remains at an early stage of design. The Government will bring forward a full route announcement for Phase 2b later this year. Should they decide to take forward this proposal and the Secretary of State adopts the report's recommendations as his preferred option in South Yorkshire, we will then hold a full public consultation in order to allow local stakeholders and affected communities the opportunity to comment on the proposal formally. This will take place alongside a consultation on the property compensation and assistance schemes for the entire route.

HS2 Limited
One Canada Square, London E14 5AT
T: 020 7160 8000 F: 020 7160 8100 E: hs2.info@hs2.org.uk W: www.hs2.org.uk
HS2 Limited (Company Number 7547208) has its registered office at One Canada Square, London E14 5AT. HS2 Limited is a subsidiary of Crossrail International Limited, which is owned by the Secretary of State for Transport. OFT/005239/01, 19/9931/04, 19/9932/04.
I would like to assure you that throughout the development of the Phase Two scheme we will continue to engage with relevant stakeholders, including local authorities, local interest groups and access forums, to ensure that suitable solutions are found, where reasonably practicable, for potential alterations or mitigation.

The HS2 Ltd Community Engagement Teams have spoken to a number of residents and businesses at local information events and will continue to engage throughout the process. If it would like to contact the HS2 Ltd Engagement Team directly you can email Brendan Gallagher, Community and Stakeholder Advisor for your area at brendan.gallagher@hs2.org.uk.

Yours sincerely,

[Signature]

Simon Kirby
Chief Executive
Dear Ms Taylor,

Thank you for your letter to the Secretary of State for Transport about High Speed 2 (HS2) on behalf of Ulley Parish Council. I have been asked to reply on his behalf.

We appreciate that the recommendations in Sir David Higgins' report HS2 Sheffield and South Yorkshire published on 7 July will cause concern for those living along the route, and will also be unsettling for those living alongside the consulted route via Meadowhall.

Since the Government proposed that South Yorkshire should be served by a High Speed station at Meadowhall in the 2013 Phase Two route consultation, opinion amongst local stakeholders has remained divided. We acknowledge that there has been support for this option from some areas. However, there has also been continued support for a city centre alternative from stakeholders across the region. This has made the decision about the HS2 route in South Yorkshire very challenging.

A decision has not yet been taken about the recommendations in Sir David Higgins' report. I can assure you that this matter is not being taken lightly. Before the Secretary of State reaches a decision about the proposals for HS2 in South Yorkshire, he will want to consider the recommendations in the report in detail. It is his intention to make an announcement on the HS2 Phase Two route, of which South Yorkshire is a part, before the end of the year.

Should the Secretary of State decide to adopt the report's recommendations as his preferred option in South Yorkshire, we will then hold a public
consultation in order to allow local stakeholders and affected communities the opportunity to respond to the proposal formally.

More broadly, the Government is committed to ending the decades old gap between the North and South by creating a Northern Powerhouse. The work towards delivering an improved transport system in the North has already begun. The Department created Transport for the North, and has given it the resource it needs (£50 million to 2020), so the region now has a single joined up body to drive forward projects that will transform transport across the North.

I trust this helps to answer your questions; if you do however require further information on HS2 this is available online at:

https://www.gov.uk/government/policies/developing-a-new-high-speed-rail-network

I would like to thank you again for taking the time to write.

Yours sincerely,

Caitriona Moore

High Speed Rail Team
Main Street resurfacing

Following discussions at both the Parish Council meetings and with Parish Councillors and residents at the RMBC councillors surgeries held in the village the ward members met with Streetpride on site to discuss the state of the surface on Main Street. This has resulted in an undertaking to seek inclusion of the road works in the schemes for 2017 (email responses are contained in attachment 1)

This will involve traffic control whilst the works are carried out but the resurfacing of Main Street is to be welcomed.

Recommended:

1) That the Parish Council pass on our thanks to the ward members for their efforts in securing the undertaking.
RE: Road condition - Ulley

Jackson, Richard <Richard.Jackson@rotherham.gov.uk>

Wed 09/11/2016 21:23

To: Emma Taylor <clerk.ulleypc@outlook.com>
Cc: Williams, Grant <Grant.Williams@rotherham.gov.uk>; Walsh, Bob-Cllr <Bob.Walsh@rotherham.gov.uk>

2 attachments (7 Kb)
image001.jpg; image002.jpg;

Emma

I can confirm I met with Councillor Walsh last Friday together with the Highway Inspectors in Ulley Village.

I was able to confirm that we intend to carry out some localised patching works on several roads immediately outside the village and we proposed to resurface the highway within the village.

The exact details are not yet determined but we can confirm this proposed work will take place in 2017/18 and our designers will make a drawing available to inform Ward Members and the Parish Councillor closer to the actual construction.

Many thanks

Richard Jackson

From: Emma Taylor
Sent: 09 November 2016 20:16:11
To: Jackson, Richard
Subject: RE: Road condition - Ulley

Dear Richard

Further to the below, is there an update yet to provide to the councillors?

Kind regards

Emma Taylor

Parish Clerk

clerk.ulleypc@outlook.com <mailto:clerk.ulleypc@outlook.com>
07764948960
[cid:image003.jpg@01D1612A.E04EB3F0]

From: Jackson, Richard <mailto:Richard.Jackson@rotherham.gov.uk>
Playground

In anticipation of obtaining a lease for the playground it consideration should be given to agreeing a way forward for actions to be taken both before and immediately after granting of the lease. There has been an approach by some of the children using the area for a tree house and zip wire. Previously there has also been a request for some swings for older children. In response to this it is suggested that the Parish Council should seek the opinions of the village regarding what changes they would like to see especially in the area where the play equipment is located. In the past consultation events have failed to get any response so it is suggested that a mail drop be carried out with responses returned to Councillors or to a drop off box at the church?

The Council will also have to set up monitoring regimes monthly and annually (the latter by an external qualified inspection) for checking the state of the equipment and the surroundings once the lease is granted. This should be informed by any information RMBC can provide especially inspection reports. The Council can then look to how best to take this forward. It is known for example that RMBC are prepared to include the play area in their contract with an external company so that we can benefit from the reduced rates their contract offers.

Recommendation

1) That a village wide mail drop be carried out seeking opinions regarding any improvements users would like to see to the facilities

2) That the church be approached to use the church as a location where responses can be left

3) That RMBC be approached to obtain any information they have regarding the specification of the equipment and site inspection or equipment status reports
Parish Council Planning Permission Event

On the 22/9/16 RMBC held an event for Parish Councils which sought to explain the Planning process by following through the process to be followed by any application. A case study was used and members were asked to consider how they would determine the application on the facts set out before them. A key learning point was that emotional considerations have no relevance in the Planning process. Only “material planning considerations” can be considered. A document outlining these is attached. In terms of the decision making process however the following should be noted:

1) All decisions are delegated to officers unless there are objections
2) Between 1 and 5 objections are referred to the Chair and Vice of the Planning board who decide whether it should go to the Board for determination or be passed back to officers for delegated decision.
3) Over 5 objections go to the Board automatically.

One outcome of this process is that, if the Parish Council wish to express a strong objection and have the Board members make the decision, the more objections that are submitted the better. An objection form the Parish Council only counts as one objection hence the Council and each of the councillors should make individual objections. Ward members could also be approached to ask that they object as well.

The papers presented at the meeting are available from the Chair for information.
Material Planning Considerations

When a decision is made on a planning application, only certain issues are taken into account; these are often referred to as material planning considerations.

**Material Planning Considerations:**
Examples of issues that may be relevant to the decision.

- Local, strategic, regional planning policies and polices in the Development Plan
- Environment and land use which have already been through at least one stage of public consultation
- Any application planning consultation carried out by, or on behalf of, the applicant
- Government and Planning Inspectorate requirements - circulars, orders, statutory instruments, guidance, and advice
- Previous application and planning inquiry reports
- Principles of Development Law held through the Courts
- Loss of amenity (based on Building Research Establishment guidance)
- Current value of assets to the detriment of residential amenity (though not directly involved)
- Overcrowding and loss of privacy
- Highway issues: traffic generation, vehicular access, highway safety
- Noise disturbance resulting from noise, including proposed hours of operation
- Smells and fumes
- Capacity of physical infrastructure, e.g., in the public drainage or water systems
- Deficiencies in social facilities, e.g., space in schools
- Storage and handling of dangerous materials and development of contaminated land
- Loss or effect on area
- Adverse impact on nature conservation interests or biodiversity opportunities
- Effect on listed buildings and conservation areas
- Incompatible or unpopular trees
- Local financial considerations, e.g., as a contribution or grant
- Layout and density of building design, visual appeal, and existing materials
- Inadequate or inappropriate landscaping or means of enclosure
- Potential Development Head tax provisions
- Critical for fear of impact
- Economic impact
- Cumulative impact
- Varieties

The weight attached to material considerations in reaching a decision is a matter of judgment for the decision maker. However, the decision maker is required to demonstrate that in reaching that decision that they have considered all relevant matters.

Generally greater weight is attached to issues raised which are supported by evidence rather than solely by assertion.

If an identified problem can be dealt with by means of a suitable condition then the local planning authority is required to consider this rather than by issuing a refusal.

**Non-Material Planning Considerations:**
Examples of issues that are not relevant to the decision.

Provide note that this list is not exhaustive.

- Matters controlled under building regulations or other non-planning legislation, e.g., structural stability, drainage details, fire precautions, matters covered by licences, etc.
- Private issues between neighbours, e.g., boundary disputes, damage to property, private rights of access, covenants, and other rights of light, etc.
- Problems arising from the construction period of any works, e.g., noise, dust, construction vehicles, fumes of working, covered by Control of Pollution Act.
- Opportunity to provide development within land that has been subject to an outline planning permission or appeal.
- Applicants' personal circumstances (unless exceptionally and clearly relevant)
- Material consideration of a decision with a physical disability
- Failure to provide adequate evidence or representations regarding another site or application
- Failure to provide representation of the appeal
- Opposition to business premises
- Loss of property value
- Loss of amenity
- Discretion and user's needs
- Better site or use through any other use-approved materials
- Change from previous scheme
### Halifax Fund

#### Payments

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved 2016/17</th>
<th>Actual 2016/17</th>
<th>Balance remaining 2016/17</th>
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</thead>
<tbody>
<tr>
<td>1. Ulley in Bloom</td>
<td>1,056</td>
<td>-</td>
<td>1,056</td>
</tr>
<tr>
<td>2. Planters</td>
<td>100</td>
<td>-</td>
<td>100</td>
</tr>
<tr>
<td>3. Well dressing</td>
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<td>370</td>
<td>30</td>
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<tr>
<td>4. Overs 60s dinner</td>
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<td>-</td>
<td>150</td>
</tr>
<tr>
<td>5. Christmas &amp; Halloween</td>
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<td>-</td>
<td>165</td>
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<td>6. Loan Village hall</td>
<td>2,900</td>
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<td>299</td>
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<td>7. Flagpole</td>
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<td>36</td>
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<td>8. Table &amp; Chairs</td>
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<td>1,766.97</td>
<td>-294</td>
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<td>9. Sleepers</td>
<td>215</td>
<td>215.46</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>5,605</strong></td>
<td><strong>1,541</strong></td>
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#### Receipts

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<tr>
<td>Opening balance</td>
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**Total Receipts**: 0

**Receipts less expenditure**: -5605.02

B/f 2015/16: 16,630.00
Total funds

11,024.98
Halifax Fund bids update

Since the last meeting the following progress has been made regarding submitted bids.

1) The flag pole has been purchased and the foundations laid in the Village Hall car park. Once the foundations are stable the flag pole will be installed.

2) The bid for a retrospective grant for the sleepers installed on the playground to replace those that had given rise to a residents concern has been approved.

3) A number of questions have been raised by the Halifax Estate regarding the vehicle speed indicator sign bid. Work is in hand to address these queries one of which seeks the RMBC input to the process.
Area Assembly Report

At the Area Assembly meeting held on the 7/11/16 the following items were discussed.

1) The Area team reported that they were continuing to work with partners in hot spots seeking possible solutions to local problems. They were also working with community groups across the area and helping new groups to become established as well as helping Parish Councils with projects.

2) Three groups who had received funding from the devolved budget gave short presentations on how the funding was to be used. Since the last meeting the following progress has been made regarding submitted bids. The Friends of St George Church Yard have used the funding to improve the area around the war memorial. Swallownest Bowling club have upgraded parts of the path ways to nonslip surfacing to improve accessibility and SJD Sports Coaching have been working in schools and parts of the community in Thurcroft and Aston where antisocial behaviour has become a problem to provide diversionary sports activities for children.

3) The Police presented a report on activities to date in the priority areas identified in the last Assembly meeting and outlined the current staffing shortages they face. Due to ill health there have only been three PCSO's in the Assembly Area for some weeks but it is hoped that they should be up to strength within the next two weeks. Following some discussion and representation by residents the meeting agreed the next priority area.
## ULLEY PARISH COUNCIL
### REVENUE ESTIMATES 2017-18

<table>
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<tr>
<th>2015-16 ACTUAL</th>
<th>2016-17 BUDGET</th>
<th>CURRENT SPENDING</th>
<th>projections FULL YEAR</th>
<th>2017-18 BUDGET</th>
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<td>£</td>
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<td><strong>EXPENDITURE</strong></td>
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### INCOME

- **Bank Interest**: 0
- **YLCA transparency grant**: 359.64
- **Council Tax Grant**: 512
- **Precept**: 6213

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| BALANCES | 507 | 4,901 | 3,317 | 237 |

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