

# Monk Fryston Parish Council

## *mNOTICE OF MEETING*

I hereby give notice that a meeting of the Parish Council of the above-named Parish will be held remotely via Microsoft Teams on Wednesday 17 March 2021 at 7.30pm.

All members of the Council are hereby summoned to attend for the purpose of considering and resolving upon the business to be transacted at the meeting. Dated this 11th March 2021

### AGENDA

Item		Lead
1	To receive apologies for absence	
2	To receive declarations of interest	
3	Confirmation of Minutes	
	a To confirm the Minutes of the Meeting held on 17 February 2021	
4	Residents Issues (15mins allocated to receive residents representations to the Council)	
	1) To receive a representation from a resident arising from the statement in the Newsletter that the PC was looking into the possibility of providing parking at Chestnut Green	
	2) The email from a resident about the poor state of Fryston Common Lane at it's Eastern extremity.	
5	Planning	Chair
	1) To agree consultation responses to the following planning proposals: a Reconsultation on the two livestock applications 2020/0631/FULM and 2020/0650/FULM on land off Lowfield Road, Monk Fryston b Demolition of existing conservatory and erection of a single storey rear extension with a flat roof, 12 Chestnut Green, Monk Fryston, Selby 2) Decision notices received a Construction of new single storey extension to the front elevation of the existing dwelling, construction of new boundary wall and gate to the front of the dwelling and internal alterations, 15 Selby Road, Monk Fryston - granted	
6	Finances	Clerk
	a <b>Authorised payments since last meeting:</b> 1 Clerks SO salary payment (£270)	
	b <b>Current Account</b> Current Account as Statement to 1 March 2021	£13853.66
	Previous Balance	£16466.14
	Cash received	£00.00
	Cheques issued and cleared	£2,612.48

# Monk Fryston Parish Council

Item		Lead
	Cheques not cleared	£100.00
	Cash available when all cheques cleared	£13753.66
c	<b>Savings Accounts</b>	
	Yorkshire Bank	£43,134.50
	Skipton BS	£73,191.56
	Nationwide BS	£70,322.32
d	<b>Future Commitments / Income</b>	
	Liabilities as set out in Balance Sheet schedule	(-) £10,150.00
	Creditors	(+) £1616.06
	Total Commitments (-) / Income (+)	(-) £8533.94
e	<b>Cash Book</b>	
	Cash Book Balance at 10 March 2021	£13753.66
f	<b>Current Account / Cash Book Reconciliation</b>	
	The 'Cash available when all cheques cleared' (b above) reconciles with the 'Cash Book balance when all cheques cleared' (e above)	
g	<b>Expenditure / Budget comparison</b>	
	The comparative expenditure through to the end of February was £23886 against a forecast of £20,970.	
h	<b>Audit Control</b>	
	Councillors to confirm that they are satisfied that the above demonstrates that the PC is maintaining an effective system of audit and control including taking account of commitments and liabilities as required by the annual audit.	
7	Clerks Update	Clerk
	a An invoice has yet to be received from Npower for the Chestnut Green account although it has received a demand note	
	b Reassurances have been received from both SDC chief officers and our MP that SDC will continue to take every action open to them to stop illegal development in Hillam and elsewhere.	
	c Admiral Taverns have expressed an interest in having the phonebox at The Crown refurbished and have agreed to enjoin with the PC in an approach to BT	
	d The closing date for the receipt of applications for the two PC's vacant seats has been set at 29 March.	
8	Motions ( <i>in bold italic</i> )	Various
	a <b>To elect a Vice Chairman</b>	Cllr SW
	b <b>To make payments in accordance with payments schedule</b> (issued under separate cover)	Cllr SW
	c <b>To review the restrictions at Chestnut Green imposed at the January meeting (Minute 8i)</b>	Cllr SW
	d <b>To obtain from SDC copies of the planning permission and S160 documents for Chestnut Green at a cost of £44.</b>	Cllr SW
	e <b>To open a Monk Fryston JBC bank account with Yorkshire Bank and to agree signatories for the mandate</b>	Cllr SW
	f <b>To agree the agenda for the Annual Parish Meeting</b> (document issued under	Cllr SW

# Monk Fryston Parish Council

Item		Lead
	separate cover)	
g	<b>To agree the IT Support Officer terms of reference</b> (email 6 March issued under separate cover)	ClIr SW
h	<b>To agree the draft of the Declaration of Trust covering the transfer of the cemetery to MFPC and to nominate two signatories for completion of the document on behalf of MFPC.</b> Document issued under separate cover and email 9 March	ClIr SW
i	<b>To review the PC's Financial Strategy Statement (issued under separate cover) and to agree appropriate action.</b> The strategy is required under section 15(1)(a) of the Local Government Act 2003.	ClIr SW
j	<b>To agree action pertinent to the letter received from the Community Association</b> (letter issued under separate cover)	ClIr SW
k	<b>To accept the TRO proposal put forward by NYCC for Fryston Common Lane in response to the PC's initial request (email 18 Feb. issued under separate cover refers)</b>	ClIr SW
l	<b>To rescind the previous decision for a traffic survey (16 September 2020 meeting minute 8c)</b>	ClIr SW
m	<b>To determine how to address the defamatory statements on Facebook about the Parish Council and it's members</b>	ClIr SW
n	<b>To identify any items requiring repair and / or maintenance</b>	ClIr SW
9	Discussion Items	
a	Residents issues received under item 4	ClIr SW
b	Potential Neighbourhood Plan	ClIr SW
c	Hillam Community Fibre Broadband Initiative (document issued under separate cover refers)	ClIr SW
d	Sewerage issues in Monk Fryston and Hillam (email issued under separate cover refers)	ClIr SW
e	Training courses for Councillors	ClIr SW
10	Updates	Various
a	Burial Committee.	ClIr SS
b	Safer Roads Partnership	ClIr RB
c	Village Decoration	ClIr SS
d	Projects Working Party	ClIr SW
e	Registered Footpaths	ClIr SW
11	Correspondence	
	<b>POST IN</b>	
a	Yorkshire Bank statement	
b	Npower bill payment reminder letter	
	<b>POST OUT</b>	
a	Clearvision Window Cleaning Services payment	
12	Items For Next Meeting	All
a	Items to be with Clerk before 13 April for next meeting on 21 April	

<b>SCHEDULE OF PAYMENTS</b>		<b>Meeting Wednesday, 17 March 2021</b>			
<b>Payee</b>	<b>Invoice No</b>	<b>Amount</b>	<b>Vat</b>	<b>Item</b>	<b>Cheque</b>
S&D Landscapes Ltd	16241	2640.00	incl	Tree cutting services	1232
Tree Care Consultancy Ltd	INV-0355	720.00	incl	Tree Report	1233
P Scott	E0400DLMFZ	492.48	incl	Microsoft Online Services	1234
S Woodhall	603164630	133.89	incl	Printing for Newsletter	1235
<b>Total</b>		<b>£3,986.37</b>			

# Monk Fryston & Hillam Community Association

Registered Charity Number – 1182400

Registered Office: - 'Mauriac', Main Street, Hillam, North Yorkshire, LS25

12<sup>th</sup> February 2021

Dear Monk Fryston Parish Councillors,

Re: Application for reimbursement of the costs of Grass cutting and related groundworks at the Community Centre

Normally, at this time of year we write to request that you and Hillam Parish Council each reimburse us with 50% of the cost of grass cutting and other essential related grounds maintenance work which we have incurred in the past year as part of our long-term facility and community provision partnership.

As everyone knows 2020 has been particularly challenging because of the impact of the Pandemic. Our volunteers have work hard to adapt the Playground and Grounds to become Covid-19 secure whilst maintaining its normal high, safe standard. Collectively, they have been able to provide a place of enjoyment for families and others who have been told they must 'stay local'.

Unfortunately, despite the commencement of the vaccination programme the prospects for the first half of 2021, which includes most of our main fund-raising season, is still very uncertain. Consequently, we are likely, at best, to lose almost two years fund raising income which we use for developing the Community Centre facilities. Sadly, we also foresee that once the immediate pandemic is over and we are able to open the Community Centre 'normally' again, our income will fall significantly due to reduced use, and probably some User Groups may never return.

Normally, this tale of woe would be followed by an Oliver Twist like, 'please for more'. However, we are pleased that it is not so on this occasion.

Fortunately, we have received a series of small business grants from the Government via Selby District Council to help compensate for the additional Covid-19 related expenditure and lost operational income resulting from the social distancing requirements and national lock downs. We are sure this will not be the case for all charities and local organisations.

In such circumstances, we feel it is inappropriate for us to request a contribution (£940 each) towards essential compliance and community service expenses. This year it will be funded by the government.

The Councillors will be aware that recently, after 50 years, the Community Association updated itself by becoming a CIO and adopting a new constitution. However, the original charity aims remain the same. The Pandemic has made it clear that going forward many things will change and bring new challenges to our community. We would like to suggest that we, along with Hillam PC, meet to discuss how we all see the future and how we can address them together to continue to develop our community which is envied by many others.

Meanwhile, we would like to thank everyone associated with Monk Fryston Parish Council for the past support.

We look forward to hearing from you,

Yours sincerely



Chair: Mr Robin Parkin, 77, Main Street, Monk Fryston. LS25 5DU Tel. 01977 680363

Secretary: Mrs Caroline Mitchell, 17, Bedfords Fold, Hillam. Tel.01977 681063

Treasurer: Mrs Trish Birch, 15 Chestnut Green, Monk Fryston. LS25 5PN. Tel.01977 680580

Agenda for the Annual Parish Meeting to be held on Thursday 8<sup>th</sup> April 2021  
held remotely in Microsoft Teams at 8.00pm

1. Welcome by MFPC Chairman
2. Apologies
3. Monk Fryston and Hillam Community Buildings Sustainability Project
4. Parking in the Village
5. Has the village an appetite for a Neighbourhood Plan
6. Open Forum
7. Closing comments from the Chairman

**DATED**

-----

**DECLARATION OF TRUST**

made between

**THE BURIAL COMMITTEE – MONK FRYSTON PARISH COUNCIL,  
BURTON SALMON PARISH COUNCIL AND HILLAM PARISH COUNCIL**

and

**MONK FRYSTON PARISH COUNCIL**

## **CONTENTS**

---

### **CLAUSE**

1.	Interpretation	1
2.	Declaration of trust	2
3.	Restrictions on dealings	3
4.	Repair and maintenance	3
5.	Insurance	3
6.	Compliance with laws	4
7.	Payment of outgoings	4
8.	Registration	5
9.	Joint and several liability	5



- 1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

## **2. DECLARATION OF TRUST**

- 2.1 In this clause 2 the following definition applies:

- 2.2 The Owner declares that they hold the Property and the net proceeds of sale on trust for themselves and the Beneficiary as tenants in common in the following proportions:

- (a) 100% for the Beneficiary.

## **3. RESTRICTIONS ON DEALINGS**

The Owner shall not at any time, without the prior written consent of the Beneficiary:

- (a) create or permit any incumbrance on, or in relation to, the Property;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- (c) create or grant any interest in the Property in favour of a third party.

## **4. REPAIR AND MAINTENANCE**

- 4.1 The Beneficiary shall:

- (a) keep the Property in good repair and condition;
- (b) keep the Property adequately and properly painted and decorated; and
- (c) replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

## **5. INSURANCE**

- 5.1 In this clause 5 the following definition applies:

**Insured Risks:** fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Beneficiary reasonably requires to be insured against from time to time.

5.2 The Beneficiary shall insure and keep insured the Property to its full reinstatement value against the Insured Risks.

5.3 The Beneficiary shall:

- (a) promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect; and
- (b) not do, or omit to do, or permit to be done, or omitted, any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property.

5.4 If the Property is damaged or destroyed by a risk against which the Beneficiary has insured, the Beneficiary shall:

- (a) make a claim under the insurance policy in respect of that damage or destruction; and
- (b) use any insurance money received by the Beneficiary to repair or rebuild the Property.

## **6. COMPLIANCE WITH LAWS**

6.1 The Beneficiary shall:

- (a) comply with all laws and regulations relating to or affecting the Property and its use; and
- (b) carry out all works that are required under any law to be carried out at the Property.

## **7. PAYMENT OF OUTGOINGS**

The Beneficiary shall:

- (a) pay all costs in connection with the supply of services and utilities to the Property; and
- (b) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon:
  - (i) the Property;
  - (ii) its use;
  - (iii) any works carried out at the Property; or
  - (iv) on the occupier of the Property

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by .....

On behalf of the BURIAL  
COMMITTEE in the presence of:

.....  
[SIGNATURE OF WITNESS]  
[NAME, ADDRESS [AND  
OCCUPATION] OF WITNESS]

Signed as a deed by .....

ON BEHALF OF MONK FRYSTON  
PARISH COUNCIL  
in the presence of:

.....  
[SIGNATURE OF WITNESS]  
[NAME, ADDRESS [AND  
OCCUPATION] OF WITNESS]