



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

05 July 2018

Dear Councillor

You are invited to attend a meeting of the Policy & Resources Committee to be held in
The Chamber, Cookstown at Mid Ulster District Council, Council Offices,
COOKSTOWN, BT80 8DT on Thursday, 05 July 2018 at 19:00 to transact the
business noted below.

Yours faithfully

Anthony Tohill
Chief Executive

AGENDA

OPEN BUSINESS

1. Apologies
2. Declarations of Interest
3. Chair's Business

Matters for Decision

- | | |
|---|-----------|
| 4. Update on the Lease of Lands at Pomeroy Forest from DAERA/Forest Service | 3 - 54 |
| 5. Village Renewal Scheme: Rural Development Programme 2014-2020 - Lease of Non-Owned Council Lands | 55 - 58 |
| 6. Gas to the West - Option Agreement and Easement Railway Park, Dungannon | 59 - 96 |
| 7. Finance Department: Service Improvement Plan | 97 - 118 |
| 8. Request to Illuminate Council Property - July 2018 | 119 - 120 |
| 9. Internal Bi-Lingual Signage Mid Ulster District Council Facilities | 121 - 178 |

Matters for Information

- | | |
|---|-----------|
| 10 Minutes of Policy & Resources Committee held on Thursday 7 June 2018 | 179 - 184 |
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Items restricted in accordance with Section 42, Part 1 of Schedule 6 of the Local Government Act (NI) 2014. The public will be asked to withdraw from the meeting at this point.

Matters for Decision

11. PEACE IV Shared Space Project - Donaghmore Riverside Project Agreement
12. Proposal to consider the purchase of property at 12,14 and 15 Market Square, Dungannon (also known as Castle Buildings)
13. Proposal from Dungannon Enterprise Centre to transfer ownership of part of Drumcoo Playing Fields, Dungannon
14. Staffing Matters for Decision
15. Dungannon Leisure Centre Repairs
16. Dungannon Youth Project Delivery
17. The re-calculation of holiday pay to recognise regular voluntary overtime worked by staff in 2016/17 and 2017/18 leave years following recent case law

Matters for Information

18. Policy & Resources Confidential Minutes of Meeting held on Thursday 7 June 2018
19. Contracts and DAC
20. Financial report for 2 months ended 31 May 2018
21. Staffing Matters for Information
22. Managing Attendance
23. GDPR Compliance and Progress Update

Report on	Lease of lands at Pomeroy Forest from DAERA/Forest Service - Update
Date of Meeting	5 th July 2018
Reporting Officer	Claire McNally, Council Solicitor
Contact Officer	Claire McNally

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	To update Members on DAERA/Forest Service's ("FS") legal arrangement with the Council in relation to lands at Pomeroy Forest and to seek approval to the amended terms.
2.0	Background
2.1	The Council and DAERA/FS aim to work together in relation to the provision of recreational facilities within forestry lands as a platform to create social recreational tourism and economic benefits for the Council area.
2.2	The Council has entered into 20 year Licenses which are site specific with DAERA/FS in order to manage the recreational use of a number of forests within the district including Pomeroy Forest.
2.3	Some of the proposed projects and development opportunities within a number of the forests, have led to DAERA/FS requiring that the Council enter into a Lease of specific parcel(s) of land that are subject of said opportunities.
2.4	In relation to Pomeroy Forest, the development of visitor facilities has resulted in the need to extend the current visitor car park and provide necessary visitor amenities and so the first phase of proposed works relates to site entrance and car park improvement works ("Phase 1 Works"). A Report on the extent and cost of the works was taken to the Development Committee and in October 2017, the Council granted approval to progress these Phase 1 Works.
2.5	In February 2018, the Council approved in principle entering into a 20 year Lease with DAERA/FS in respect of lands within Pomeroy Forest, the final terms of which were to be negotiated with DAERA/FS.
3.0	Main Report
3.1	DAERA/FS had previously provided the Council with a draft Agreement for Lease and draft Lease in relation to lands within Pomeroy Forest. As previous advised, both these agreements are inextricably linked and so both documents need to be agreed simultaneously.

3.2	<p>The final revised documents in relation to lands within Pomeroy Forest is attached at section 6 of this report. The main differences in the terms of the Agreement for Lease and Lease previously taken through Council in February 2018 include:-</p> <ul style="list-style-type: none"> • Rental value of £500 per annum; • 5 yearly rent reviews linked to market rent (upwards only); • General amendments to terms throughout.
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	<p>Financial: The Council will be responsible for costs to include: the annual rent; providing and maintaining land boundaries; insurance; and the inspection/examination of trees and subsequent costs of remedial works as required. There is provision for the annual rent within the leisure and outdoor recreation budget, which is where the rental monies will be taken from.</p>
	<p>Human: Officers' time in completing the project and ongoing maintenance.</p>
	<p>Risk Management: N/A</p>
4.2	Screening & Impact Assessments
	<p>Equality & Good Relations Implications: N/A</p>
	<p>Rural Needs Implications: N/A</p>
5.0	Recommendation(s)
5.1	<p>That Members note and agree the revised terms of the Agreements as annexed at section 6 of this report between DAERA/FS and the Council.</p>
6.0	Documents Attached & References
6.1	<p>Appendix A – Revised draft Agreement for Lease in respect of lands within Pomeroy Forest between DAERA/FS and Mid Ulster District Council; Appendix B – Revised draft Lease in respect of lands within Pomeroy Forest between DAERA/FS and Mid Ulster District Council.</p>

Dated the

day of

2018

DEPARTMENT OF AGRICULTURE ENVIRONMENT AND RURAL AFFAIRS (1)

MID ULSTER DISTRICT COUNCIL (2)

**AGREEMENT FOR
LEASE POMEROY FOREST SITE ENTRANCE & CAR PARK IMPROVEMENT
WORKS**

**THE SOLICITOR
DEPARTMENT OF FINANCE & PERSONNEL
DEPARTMENTAL SOLICITOR'S OFFICE
3RD FLOOR
CENTRE HOUSE
79 CHICHESTER STREET
BELFAST
BT1 4JE**

THIS AGREEMENT made the day of 2018
BETWEEN the **DEPARTMENT OF AGRICULTURE ENVIRONMENT AND RURAL AFFAIRS** of Forest Service Room 23 Dundonald House Upper Newtownards Road Ballymiscaw Belfast BT4 3SB (hereinafter called "the Lessor") of the one part and **MID ULSTER DISTRICT COUNCIL** of 70 Burn Road Cookstown County Tyrone BT80 8DT (hereinafter called "the Lessee") of the other part

Preamble

- 1.1 The Lessor and Lessee have agreed to enter the Lease (as defined in clause 2.4 hereof) on the Completion Date (as defined in Clause 2.2 hereof)
- 1.2 the Lessor's statutory predecessor the Department of Agriculture and Rural Development and the Lessee's statutory predecessor Cookstown District Council entered into a Licence agreement on 1st December 2014 ("the Licence") of an area which includes the Lands (as defined in clause 2.3 hereof). The Lessor and Lessee agree that on the date of completion of the Lease they will complete the agreement annexed in Annex 4 hereto to vary the area demised by the Licence to exclude the Lease demise and to replace the existing Map A in the Licence with the new Map A annexed in Annex 4 hereto..
2. In this Agreement unless the context otherwise requires
- 2.1 the following expressions have the meanings assigned to them in the Lease:
- "Lessor" "Lessee" "Rent" and "Lease term"
- 2.2 "Completion Date" means the date of service by the Lessor's of notice stipulating that the Works have been satisfactorily completed such notice being served in accordance with clause 9.1 below
- 2.3 "Lands" means the lands shown coloured green and outlined in red on the map hereto in Annex 1 respectively

- 2.4 "The Lease" means the Lease in the form annexed in Annex 3 hereto
- 2.5 "Lessor's Solicitors" mean Departmental Solicitor's Office 3rd Floor Centre House 79 Chichester Street Belfast BT1 4JE
- 2.6 "Lessee's Solicitors" mean Claire McNally of Mid Ulster District COUNCIL of 70 Burn Road Cookstown County Tyrone BT80 8DT
- 2.7 "Permitted Access" means the permitted vehicular access more particularly delineated brown on the map annexed hereto in Annex 1
- 2.8 "The Works" means the site entrance and car park improvement works as detailed in the Schedule annexed hereto in Annex 2
3. The Lessor grants the Lessee right to use the Lands and Permitted Access for the purpose of carrying out and completing the Works for 4 weeks (or such lesser period as is reasonably required) starting on day of and terminating on day of (or such extended period as may be agreed by the Lessor such agreement not to be unreasonably withheld or delayed) to enable the Lessee to carry out the Works to the Lands and for the avoidance of doubt any use of the Lands for the purpose of the Works during the period of the Works shall be undertaken under this Agreement.
4. Subject to the Lessee having fulfilled its obligations under this Agreement the parties agree that they will enter into the Lease on the Completion Date. If the Lessee fails to comply with its obligations under this Agreement for Lease it will be responsible for any necessary works to restore the Lands to their original condition or to the reasonable satisfaction of the Lessor as soon as reasonably practicable and in the event of the Lessee failing to restore the Lands to their original condition within a period of 3 months from the date of any request to do so received from the Lessor then the Lessor

shall be entitled to effect such works of restoration/reinstatement and to recover the costs of same from the Lessee on demand by way of liquidated damages

5. Prior to the Completion Date the Lessee shall undertake and manage the Works in a good and workmanlike manner using good quality materials and will carry out the Works in compliance with the terms of the publication “Guidance on Managing Health and Safety in Forestry” produced by the UK Forest Industry Safety Accord (FISA)

including the appointment of a works manager and in that connection agrees:

- 5.1 To obtain and comply with all necessary statutory consents and approvals in respect of the Works
- 5.2 To ensure that any operatives employed by it or by any contractor or sub contractor employed by it to carry out works e.g. felling of trees removal of encroaching vegetation application of herbicides and pesticides etc within the Lands, in addition to any statutory obligations hold the appropriate and necessary competences required to carry out such works
- 5.3 To comply with the Lessor's reasonable requirements as to the method of carrying out the Works, and in so doing not to cause in so far as is reasonably possible any obstruction or interference with or damage to any adjoining lands
- 5.4 To comply with the requirements of the Lessee's insurers in relation to the carrying out of the Works and to indemnify the Lessor against all additional payments or premiums payable to those insurers
- 5.5 To access the Lands with light vehicles along the Permitted Access within the Lease and to secure permission in advance to access these routes with heavy goods vehicles plant and machinery such permission not to be unreasonably withheld or delayed

- 5.6 To ensure that the permitted access routes are not obstructed for vehicular and pedestrian access use by the Lessor and its agents members of the public and lessees
- 5.7 To only access the Lands to carry out the Works to the Lands between the hours of 8.00am and 6.00pm on Mondays to Fridays (inclusive) public holidays excepted or as otherwise agreed by the Lessor
- 5.8 Not to leave or use any plant vehicles and equipment on the Lands outside the times specified in clause 5.7 above or as otherwise agreed by the Lessor.
- 5.9 Not to invite the public generally to come to the Lands nor to use it for a purpose which attracts casual callers
- 5.10 To observe any security arrangements for the use of the Lands, which the Lessor makes from time to time, provided the Lessee or its appointed representative receives notification of these
- 5.11 Not to store any chemicals for any purpose within the Lands
- 5.12 To ensure that all containers and equipment used for fuels, oils and lubricants are fit for purpose and kept secure on the Lands
- 5.13 To ensure that no pollution is caused to the Lands resulting from any spillage of fuels oils lubricants and to ensure that appropriate pollution control procedures and equipment are available on site
- 5.14 To provide and maintain adequate welfare facilities during the Agreement for Lease term.
- 5.15 Only to use chemical toilets on the Lands if these are fully self contained and do not require to be plumbed in to water or sewage systems
- 5.16 To comply with all statutory and other requirements in relation to Health and Safety and environmental matters and to ensure that appropriate signs and

notices and control measures including any necessary barriers for public safety are in place on the Lands throughout the duration of the works

- 5.17 To bear sole responsibility for all costs and expenses in connection with completion of the Works throughout the period of this Agreement (or any authorised extension thereof) and without prejudice to the generality of the foregoing such costs are to include all costs associated with the construction and installation of the Works together with all management costs in relation thereto AND TOGETHER ALSO with any additional costs which may be incurred in relation to the removal of unauthorised structures and/or use of trails on the Lands or in relation to effecting temporary works (including diversions and closures) in order to facilitate continued public use of the existing trails and all other associated recreational facilities at the Lands. Any reinstatement of the Lands associated with the removal of unauthorised structures or trails will be the sole responsibility of the Lessor
- 5.18 To manage the interface of the trails and associated recreation facilities with other forestry and recreational activities at the Lands throughout the duration of the Works including such rights as shooting, fishing and public access
- 5.19 To comply with the Forestry Land Bye-laws (Northern Ireland) 2013 as they effect Pomeroy Forest or any other bye-laws for the time being in force throughout the duration of the Works
- 5.20 To undertake to inspect the condition of the trees within the Lands that have the potential to impact on the Works and that any risks assessed by the Lessee will be considered for remedial works, such remedial works to be carried out by the Lessee in agreement with the Lessor such consent not to be unreasonably withheld or delayed. The inspection should include an

assessment of the scale of the risk and timing of remedial measures. The Lessee may take immediate steps, without the Lessor's consent, to clear fallen trees and debris from the trails and associated recreational facilities in the case of any emergency health and safety situation, provided such debris is not of a scale associated with a Force Majeure incident. In other situations where the Lessee perceives that there may be an immediate health and safety risk, from hazardous trees the Lessee should take appropriate actions to divert the trail and associated recreation facilities and seek the Lessor's permission to carry out remedial works. The Lessee will bear all costs of such works

- 5.21 Other than the trees which require to be felled under the Agreement for Lease the Lessee shall not fell any other trees from the Lands or without the prior consent of the Lessor (such consent not to be unreasonably withheld or delayed in the case of fallen or damaged trees which pose a danger or obstruction to the Lessee its servants, agents or contractors or the public)
6. Until completion of the Lease there will be no change in land ownership due to this agreement, nor will the Agreement for Lease and Lease restrict the core functions of the Lessor or the Lessee's activities under the permitted use, or require either party to take any action which would be beyond their statutory powers or in breach of government or local government policy or government or local government accounting procedures
7. The Lessor its agents contractors and others authorised by the Lessor in connection with its forestry function will continue to use the Lands taking account of the permitted use and the Lessee taking account of the forestry function needs shall not create any

restriction to this use. Through its operational plans the Lessor will make all reasonable endeavours to minimise any impacts to the trails and associated recreational facilities throughout the duration of this Agreement.

8. Within four weeks of the signing hereof the Lessor shall furnish the Lessee with prima facie evidence of the Lessor's title to grant the Lease if requested by the Lessee. Unless within 14 days of the receipt thereof the Lessee raises any reasonable objection to said title the Lessee shall assume the right of the Lessor to grant the Lease and is not entitled to require the deduction of or to make any requisitions or objections in respect of the title of the Lessor to the Lands

9. The following provisions apply in relation to the completion of the Lease:

9.1 The Lessee shall notify the Lessor of the estimated date of completion of the Works within fourteen days of such date and the Lessor shall within 14 days inspect same and shall if satisfied immediately notify the Lessee that the Works have been satisfactorily completed the Lessor acting reasonably in this regard and upon such provision the Lease and 1 Counterpart shall be prepared and engrossed by the Lessor's Solicitors and the Lessee shall immediately arrange execution on the part of the Lessee

9.2 The Lessor shall grant or cause to be granted the Lease to the Lessee and the Lessee will itself accept the Lease and deliver to the Lessor's solicitors a counterpart of the Lease duly executed by the Lessee.

9.3 Until the actual grant of the Lease this Agreement shall not operate or be deemed to operate as a demise of the Lease premises nor shall the Lessee be entitled to any estate right or interest in the Lease premises or any part of them or any

materials in or upon them other than such equitable interest as is created by and such rights as are granted by this Agreement

- 9.4 Lease completion shall take place on the Completion Date (or such other date as the Lessor and Lessee may agree in writing).
- 9.5 The term of the Lease shall commence on the Completion Date and all rents and other liabilities under the Lease shall commence to be payable from the Completion Date.
- 9.6 The Lease shall be in the form of the Lease annexed hereto.
- 9.7 As from the issue of the notice by the Lessor under clause 9.1 hereof until the completion of the Lease the Lessee shall have the benefit of all the rights covenants conditions and other provisions and be subject to same exceptions reservations covenants conditions and other provisions as those to be contained in the Lease as if the Lease completion had taken place on the Completion Date with the exception that the foregoing provisions shall be subject to clauses 10, 12 and 13 hereto and provided that the Lessee shall take up occupation the Lessee shall comply with the obligations to be contained in the Lease as if Lease completion had taken place on the Completion Date.
- 9.8 Prior to Lease completion any entry or taking up of occupation by the Lessee shall be way of Licence only and shall be subject to the conditions contained in this Agreement.
10. 10.1 If at any time prior to the grant of the Lease the Lessee commits any breach or is in breach of any of the provisions contained in this Agreement or implied by

reference to the Lease or otherwise and on the part of the Lessee to be reasonably performed or observed the Lessor (without prejudice to any other right or remedy available to the Lessor at law or in equity) may at any time prior to the grant of the Lease serve on the Lessee a notice specifying the breach complained of and if the Lessee fails within a period of 6 weeks after the date of such service (excluding the date of service) to remedy the breach complained of then immediately on the expiration of the said period of 6 weeks the Lessee shall be deemed to have committed a material breach of this Agreement

10.2 If at any time prior to the grant of the Lease

10.2.1 The Lessee is deemed to have committed a material breach of this Agreement then and in any of the said cases and at any time thereafter (unless the causes for and the material breach have been remedied to the Lessor's satisfaction) the Lessor may by notice in writing served on the Lessee rescind this Agreement and upon the service of the said notice this Agreement (without prejudice to any pre-existing right of action of the Lessor in respect of any breach by any other party of that party's obligations under this Agreement) immediately determines and ceases to have effect

11. The Lessee admits that it has sufficiently examined the Lands using professionally competent personnel and that it has entered into this Agreement solely on the basis of that examination and the terms hereof and not in reliance upon any representations whether written or implied made by or on behalf of the Lessor. On request the Lessor will provide available information as deemed necessary by the Lessee in relation to undertaking the Works

12. 12.1 The benefit of this Agreement is personal to the Lessee and the Lessee shall not assign part with or otherwise dispose of or deal with its interest in any way whatsoever under this Agreement or any part thereof or any share therein except in the case of a proposed assignment to any statutory successor to the Lessee established to undertake respective responsibilities in which event the Lessor shall not unreasonably withhold or delay consent to such assignment.
- 12.2 The Lessor may assign the benefit of this Agreement subject to the Lessor's obligations hereunder
13. If any dispute or difference arises between the parties hereto relating to the provisions of this Agreement such dispute or difference shall be referred to the determination of a single arbitrator appointed by the parties to the Agreement to Lease hereto and in default of agreement by the Chair for the time being of the Royal Institution of Chartered Surveyors (Northern Ireland Branch) in accordance with the Arbitration Act 1996
14. Notwithstanding the grant of the Lease this Agreement remains in full force and effect and shall not be deemed to be discharged by the grant of the Lease with regard to anything remaining to be done performed or observed hereunder and not provided for in this Agreement.
15. In this agreement where the context so admits words importing the neuter gender only include the masculine the feminine and common genders (as the case may be) and words importing the singular number only include the plural number and vice versa and where a party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons

16. The Lessee will keep the Lessor fully indemnified from and against all actions proceedings claims demands losses costs expenses damages and liability arising directly or indirectly from:
- 16.1 breach by the Lessee of any provision of this Agreement or
 - 16.2 the use of the Lands during the period of the works specified in 3
 - 16.3 any act neglect or default by the Lessee or any person on the Lands with its actual or implied authority
17. The Lessee shall maintain a policy of insurance with such responsible insurance office as is approved of in writing by the Lessor (such approval not to be unreasonably withheld or delayed) to provide Cover against any such damage or loss and Public and Employers Liability Insurance in the sum of not less than £10 million in respect of any one occurrence and upon the request of the Lessor or its agent to produce for inspection the policy of such insurance or a sufficient extract therefrom and the receipt for the last premium
18. Where “Force Majeure” occurs e.g. trees blowing over the Lands or permitted access or flooding of the Lands or permitted access thereto the Lessor will take action to secure access in order to protect interest in value of the timber and to protect the Lands and roads infrastructure from further damage. Harvesting of any storm-damaged material will be at a time suitable for the Lessor taking account of the needs of the Lessor’s customers for the timber and the amount of similar salvage work required elsewhere within the Forest Estate in Northern Ireland. If the Lessee wishes to keep the Lands or the permitted access open it may do so at its own risk but will bear sole responsibility for management of road closures, diversions and any other signage which may be necessary to facilitate the provision of trails and

associated recreation facilities during such unforeseen events and will compensate the Lessor for the timber value cut by it as determined by the Lessor's existing contracts for material of that type at the time the Lessee elects to work on the trees. Compensation will not be payable provided that the trees are cut to a specification agreed by the Lessor. The Lessor will not accept any responsibility for keeping the Lands or permitted access open due to this or any other cause outside its control

19. Unless otherwise expressly provided any notice to be given on foot of this Agreement shall be in writing and may (in addition to any other prescribed mode of service) be given
 - 19.1 By handing same to the intended recipient and shall be deemed to have been delivered when so handed
 - 19.2 By directing it to the intended recipient and delivering it by hand or sending same by prepaid post to
 - 19.2.1 such address as shall have been advised by it to the party serving the notice as being that required by the intended recipient for the service of notices or
 - 19.2.2 (failing such last mentioned advice) to the address of the intended recipient as specified at the head of this Agreement or
 - 19.2.3 (in the event of the intended recipient being a Company) to its Registered Office for the time being or
 - 19.2.4 to the office of the Solicitor representing the intended recipient in relation to this Agreement

and any such notice shall be deemed to have been given when delivered at the time of delivery and when posted at the expiration of two working days after the envelope containing the same and properly addressed was put in the post

ANNEX 1

MAP

ANNEX 2

DESCRIPTION OF THE WORKS

ANNEX 3
THE LEASE

ANNEX 4

Agreement amending the Licence

IN WITNESS whereof the parties have duly executed this Agreement the day and year first
above **WRITTEN**

Signed on behalf of

Mid Ulster District Council :- _____

In the presence of:- _____

(signature of witness)

of _____

SIGNED on behalf of the Department of Agriculture Environment and Rural Affairs

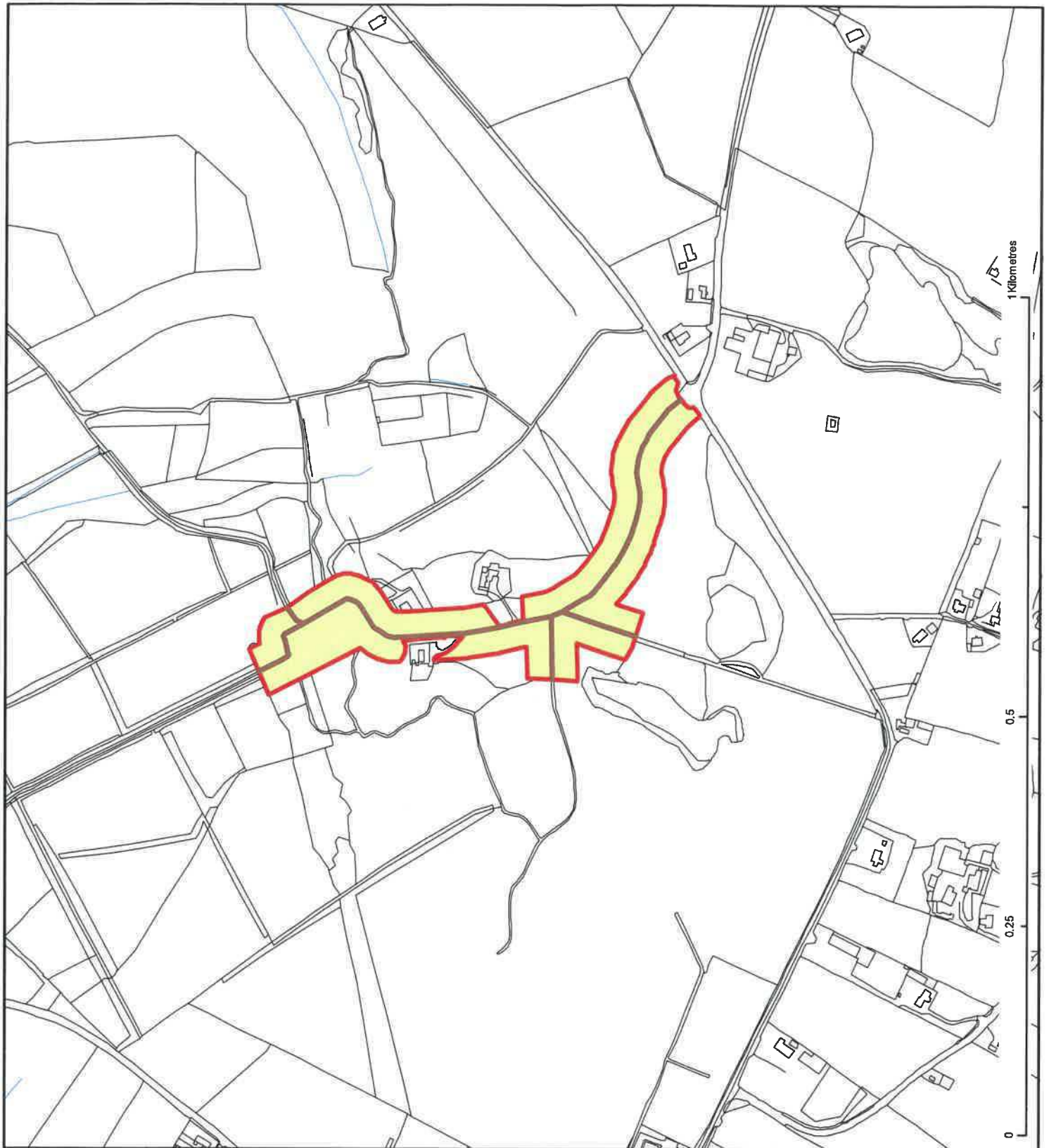
Signed by:-

Authorised Officer

In the presence of:-

Witness

Both of Inishkeen House, Enniskillen, County Fermanagh, BT74 4EJ



Dated this

day of

2018

**THE DEPARTMENT OF AGRICULTURE
ENVIRONMENT AND RURAL AFFAIRS**

AND

MID ULSTER DISTRICT COUNCIL

**20 YEAR LEASE POMEROY
FOREST**

**THE SOLICITOR
DEPARTMENT OF FINANCE & PERSONNEL
DEPARTMENTAL SOLICITOR'S OFFICE
3RD FLOOR CENTRE HOUSE
79 CHICHESTER STREET
BELFAST**

THIS LEASE dated the day of 2018 and made between THE DEPARTMENT OF AGRICULTURE ENVIRONMENT AND RURAL AFFAIRS of Dundonald House, Upper Newtownards Road, Belfast (hereinafter called “the Lessor” which expression shall where the context so admits include its successors in title) of the one part and MID ULSTER DISTRICT COUNCIL of Burn Road Cookstown BT80 8DT (hereinafter called “the Lessee” which expression shall where the context so admits include its successors and permitted assigns) of the other part

WITNESSETH as follows:-

1. In consideration of the rent and covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee ALL THAT the lands described in the First Schedule hereto (hereinafter referred to as “the demised premises”) TOGETHER WITH the benefit of the easements rights and privileges set forth in the Second Schedule hereto (“the Rights”) EXCEPTING AND RESERVING unto the Lessor and all other persons authorised by the Lessor the Exceptions and Reservations contained in the Third Schedule hereto

TO HOLD the same together with the Rights and excepting and reserving as aforesaid unto the Lessee for a term (hereinafter called “the term”) of twenty years from

YIELDING AND PAYING therefore unto the Lessor yearly in advance on the anniversary of the date of commencement of these presents without any deduction the yearly rent of Five hundred pounds (£500.00) per annum (if demanded) subject to clause 2(25) hereof the first payment to be made within one month from the date of commencement of these presents and in respect each successive period of five years of the said term such a rent not being less than the rent payable for the immediately preceding period of 5 years as shall be agreed in accordance with the provisions for

review set out in the Fourth Schedule hereto such revised yearly rent to be paid annually in advance in the same manner as the initial rent hereby reserved

2. The Lessee to the intent that the obligations may continue throughout the term hereby covenants with the Lessor as follows that is to say:-

- (1) To pay the reserved rent
- (2) To maintain and keep the demised premises including all structures and buildings erected thereon and the fixtures and fittings therein in good and substantial repair and condition and to replace where necessary at the Lessee's sole cost the structures and buildings on the demised premises the conducting media serving the demised premises and fixtures and fittings therein ensuring that the demised premises are at all times kept secure the Lessee to be responsible for the provision of any security measures required in respect of same
- (3) Not to use the demised premises for any purpose other than for the development operation management and maintenance of a public recreation facility at Pomeroy Forest with associated car parking, vehicular access, buildings, toilets, and trails and associated recreation facilities as well as related utilities and services which permitted use shall include the promotion of recreation activities on the demised premises and specific events promoted by the Lessee from time to time
- (4) (a) To pay and to indemnify the Lessor against all rates taxes duties charges assessments impositions and outgoings whatsoever of an annual or recurring nature whether parliamentary parochial local or of any other description which are now or may at any time hereafter be taxed assessed charged or imposed upon or payable in respect of the demised premises or on the owner or

occupier in respect thereof except only such as the owner of the leasehold reversion is by law bound to pay notwithstanding any contract to the contrary

(b) VAT (or any tax of a similar nature which may be substituted for it or levied in addition to it) will be chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with the lease or in respect of any payment made by the Lessor where the Lessee agrees in this lease to reimburse the Lessor for such payment

(5) From the date of this Lease to comply with all Legislation where 'Legislation' means any statute or order in council or any order, instrument, rule or regulation made under them, or any notice or order issued by a government department, the Northern Ireland Assembly, the legislative making institutions of the European Union, minister, Secretary of State for Northern Ireland or local public regulatory or other authority for the time being in force in relation to the demised premises including all relevant requirements regarding health and safety and environmental matters including the provision and maintenance of fire prevention and fire-fighting equipment (within the buildings and elsewhere on the demised premises) and do and execute or cause to be done and executed all such works acts deed matters and things as under or by virtue thereof are or shall be properly directed or necessary to be done or executed upon or in respect of the demised premises or any part thereof whether by the owner Lessor Lessee or occupier and at all times to keep the Lessor indemnified against all claims demands and liability in respect thereof

(6) At the expiration or sooner determination of the term quietly to yield up unto the Lessor the demised premises together with any improvements made thereto in such state and condition as shall in all respects be consistent with the full and due

performance by the Lessee of the covenants herein contained including the observance by the Lessee of the repair obligation herein contained at clause 2 (2) above

- (7) (a) To regularly and without prejudice to the generality of the foregoing following extreme weather conditions such as flooding and storms using professionally competent personnel inspect the condition of trees that have the potential to impact on the Lessee's use of the demised premises such inspection to include an assessment of the scale of the risk and timing of remedial measures and the Lessee acknowledges that it has entered into this Lease solely on the basis of having completed an examination of tree safety prior to the date of this Lease and after considering the terms of this Lease and not in reliance upon any representations whether written or implied made by or on behalf of the Lessor
- (b) to carry out any remedial works assessed as necessary as a result of such inspection or examination such remedial works to be carried out by the Lessee at the Lessee's sole cost with the prior consent of the Lessor (such consent not to be unreasonably withheld or delayed) provided that the Lessee may take immediate steps, without the Lessor's consent, to clear fallen trees and debris from the demised premises in the case of any emergency or health and safety situation where such debris is not of a scale associated with a Force Majeure incident in which case clause 7 hereof shall apply
- (c) In situations where the Lessee perceives that there may be an immediate health and safety risk from hazardous trees the Lessee should take appropriate actions e.g. suspend public access in that particular area and carry out any necessary remedial works at the Lessee's sole cost.

- (8) to be responsible for all maintenance and repairs in respect of fencing and walls comprising the boundaries of the demised premises
- (9) to permit the Lessor or its agents or such workmen as may be authorised by him at all convenient hours in the daytime on reasonable notice to enter into and upon the demised premises and every part thereof to examine the state of repair and condition of the demised premises and within three months or sooner if requisite after notice in writing to the Lessee of all defects and wants or reparation that are the responsibility of the Lessee in accordance with clause 2 (2) above found on such examination shall have been given or left at the demised premises to repair and make good the same according to such notice and the covenants in that behalf hereinbefore contained and in case the Lessee shall make default in so doing it shall be lawful for the workmen or others to be employed by the Lessor to enter upon the demised premises and repair and restore the same and to pay the Lessor the cost of so doing and all expenses incurred by the Lessor within 28 days of written demand
- (10) To pay to the Lessor all reasonable costs charges and expenses which may be incurred by the Lessor in abating any nuisance connected with the Lessee's use of the demised premises and executing all such works as may be necessary for abating nuisance on the demised premises in obedience to a notice served by a local or public authority
- (11) To pay to the Lessor all reasonable and proper costs charges and expenses (including reasonable legal costs and fees payable to a surveyor) which may be incurred by the Lessor in or in contemplation of any proceedings under Section 14 of the Conveyancing Act 1881

- (12) The Lessee must ensure that any operatives employed by it or by any contractor or sub contractor employed by it to carryout works including the removal or pruning of trees, and application of herbicides, and pesticides, to the demised premises and permitted access and environs hold the appropriate and necessary qualifications required to carry out such works
- (13) The Lessee shall not remove any trees from the demised premises and environs without the prior written consent of the Lessor (not to be unreasonably withheld or delayed) excepting those trees requiring removal for health and safety reasons as per Clause 2(7)(b)
- (14) (a) Not without the consent in writing of the Lessor first obtained nor except in accordance with plans and specifications previously submitted in duplicate to and approved by the Lessor (but so that such written consent and approval of plans and specifications shall not be unreasonably withheld or delayed) nor except to the reasonable satisfaction of the Lessor nor without obtaining and complying with all necessary statutory consents to make any alteration to the demised premises including for the avoidance of doubt the removal of any existing buildings the erection of any new or additional buildings or structures on the demised premises and the renovation of any existing buildings unless for the purpose of making good any defect therein required by the Lessor nor to do or suffer in or upon the demised premises any wilful or voluntary waste or spoil. **PROVIDED ALWAYS** that it may be a condition of any consent required under the provisions of this clause that the Lessee shall pay the costs and expenses reasonably incurred by the Lessor in relation to the granting of such consent

- (b) without prejudice to the generality of clause (14)(a) not to make any alterations or additions to any electrical installations on the demised premises without the prior consent of the Lessor (not to be unreasonably withheld or delayed) and to carry out any such works for which consent is granted in accordance with the terms and conditions of the Institute of Electrical Engineers (or such equivalent body as the case might be during the term of the Lease) and all Northern Ireland Electricity Regulations (or such equivalent body as the case might be during the term of the Lease)
- (15) Not at any time to use the demised premises or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose
- (16) To take account of other activities on the Lessor's lands adjoining the demised premises ("the adjoining lands") including such rights as shooting, fishing and public access and to communicate and inform all servants agents licensees and invitees of the Lessee or any person on or at demised premises with the Lessee's actual or implied authority of such forestry and recreational activities and to plan operate manage and maintain the health and safety management of demised premises in accordance therewith
- (17) (a) To effect and maintain employer's liability and public liability insurance for a minimum sum of £10,000,000 (ten million pounds) or as otherwise revised by the Lessor in relation to any one occurrence with a reputable UK insurance company and to furnish to the Lessor when requested evidence of the existence of such policy together with copies of all renewal notices or endorsements affecting same
- (b) To insure any buildings on the demised premises in their full reinstatement value with a reputable UK based insurance company against the usual insured

risks to include loss or damage by fire, lightning, explosion (including that of boilers and heating apparatus but other than by reason of terrorist activity) aircraft (other than hostile aircraft) and other aerial devices and articles dropped therefrom, heave and subsidence, land slip, earthquake, storm, tempest, bursting or overflowing of water tanks, apparatus or pipes, flood, impact by road vehicles malicious damage and (if available at reasonable economic premium) riot, civil commotion together with any other reasonably foreseeable risks (“Insured Risks”)

- (c) In the event of the buildings on the demised premises being destroyed or damaged by an Insured Risk or an event giving rise to a claim for compensation under the Criminal Damage (Northern Ireland) Order 1977 (“1977 Order”), then save to the extent that the insurance proceeds or compensation monies are irrecoverable due to a negligent act default or omission of the Lessor its servants or agents in relation to its exercise of rights reserved to the Lessor over the demised premises or its activities on adjoining lands then the Lessee shall apply for and use all reasonable endeavours to obtain all planning permissions building regulations consents and other consents and licences required to enable the Lessee to repair and reinstate the buildings on the demised premises (“the Permissions”) as soon as possible and shall apply all insurance and compensation money received in repairing and reinstating the buildings on the demised premises as soon as the Permissions have been received or immediately where no Permissions are required making up any deficiency in such insurance and compensation out of its own monies and to carry out the works of repair reinstatement or replacement in a good and workmanlike manner in accordance with good

building practice and using good quality materials and in accordance with all necessary statutory consents and the requirements of statute any statutory orders and regulations made under or deriving validity from them and codes of practice of local authorities and competent authorities affecting such reinstatement works, bye-laws, any local Act, the Fire Officer and any applicable supranational legislation or directions and the requirement of any relevant British standards institution standards and codes of practice applicable at the time that such reinstatement is commenced

(d) The Lessee need not reinstate any buildings agreed for removal with the Lessor under Clause 2(14)(a) or under Clause 2(17)(c) as appropriate while prevented by any of the following:

- (i) failure by the Lessee to obtain the Permissions despite using all reasonable endeavours;
- (ii) the grant of any of the Permissions subject to a lawful condition with which it would be unreasonable to expect the Lessee to comply with or the planning or highway authority's insistence that as a pre-condition to obtaining any of the Permissions the Lessee must enter into an agreement with the planning or highway authority that would contain a term with which it would be unreasonable to expect the Lessee to comply;
- (iii) some defect in the site upon which the reinstatement is to take place so that it could not be undertaken or undertaken only at excessive cost which is unreasonable in the circumstances;
- (iv) war act of God government action strike lock-out or any other similar circumstances beyond the control of the Lessor or the Lessee

(e) If the buildings or any erections on the demised premises shall suffer total or substantial damage or destruction by an Insured Risk or an event giving rise to a claim for compensation under the 1977 Order the Lessee shall use all reasonable endeavours to repair and reinstate the buildings or any erections on the demised premises within a period of 24 months from the date of such damage or destruction provided that if clause 2(17)(d) applies or the substantial damage or destruction is caused by a risk which is not an Insured Risk and for which compensation monies under the 1977 Order are not payable or the insurance proceeds or compensation monies are irrecoverable due to a negligent act default or omission of the Lessor it's servants or agents in relation to its exercise of rights reserved to the Lessor over the demised premises or its activities on adjoining lands then the Lessee or the Lessor shall subject to the Lessee first removing all damaged or destroyed buildings from the demised premises (but such removal shall not require the removal of foundations or services laid beneath the ground which will be made safe by the Lessee) become entitled at any time thereafter to determine this Lease on giving the other party not less than four weeks prior written notice and on the expiration of such notice the term will immediately cease and determine but without prejudice to any rights or remedies that may have accrued to either party against the other in respect of any breach of covenant or other term of this Lease

(18) (a) To the extent permitted by law the Lessor shall not be responsible for any damage or injury to any person or persons or property on the demised premises occasioned by fire storm tempest flooding lightning explosion or any other cause attributable to any defect or want of repair and the Lessee will

effectually indemnify and keep indemnified the Lessor with respect to all or any such damage or injury

(b) To keep the Lessor fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arising directly or indirectly from:

(i) breach by the Lessee of any of the provisions of this Lease or

(ii) the use of the demised premises and any access thereto during the term hereof by the Lessee or any person on the demised premises and any access thereto with its actual or implied authority or

(iii) any act, neglect or default by the Lessee or any person on the demised premises and any access thereto with its actual or implied authority

(19) To be responsible at all times during the term of the Lease for implementing any health and safety measures required in respect of the demised premises and the rights granted in relation thereto including the use of the access thereto and to comply with all health and safety regulations and legislation

(20) To provide during the term of this Lease an annual report to the Lessor containing evidence of the inspection of the demised premises to ensure compliance with all relevant Health and Safety requirements along with details of any maintenance, repair and replacement carried out to equipment installed thereon and the demised premises in general and information regarding any visitor surveys carried out by the Lessee thereon and within three months or sooner if requisite after notice in writing to the Lessee of all defects and wants or reparation found on receipt of such a report shall have been given or left at the demised premises to make good the same according to such notice and the covenants in that behalf hereinbefore contained and in case the Lessee shall make default in so doing it shall be lawful

for the workmen or others to be employed by the Lessor to enter upon the demised premises to make good and to pay the Lessor the cost of so doing and all expenses incurred by the Lessor within 28 days of written demand

- (21) permit the Lessor or his agents or workmen and the lessees and occupiers of any adjoining or neighbouring property now or at any time hereafter belonging to the Lessor at all convenient hours in the daytime on reasonable notice being given to enter upon the demised premises for matters associated with the Lessor's statutory duties
- (22) Not to affix erect attach or exhibit or permit or suffer so to be upon any part of the demised premises any placard poster or notice other than appropriate signage relating to the purposes referred to in clause 2(3) and of a style compatible with the Lessor's forestry objectives and overall forestry environment
- (23) Generally not to do or permit or suffer to be done upon or in connection with the demised premises anything which shall be or tend to be a nuisance or cause of damage to the Lessor or to any adjoining or neighbouring property of the Lessor, owner or occupier thereof
- (24) To assume all responsibilities relating to the collection and removal of litter, including dog foul, from the demised premises, and to provide adequate litter receptacles on the demised premises throughout the term of this lease.
- (25) Save for occasional event licences not to assign or sub-let or part with or share possession of all or any part of the demised premises without the prior written consent of the Lessor not to be unreasonably withheld or delayed and in the event of the Lessee approaching the Lessor for its consent to create a licence or sublease permitting some other party to use the demised premises or any part thereof the parties hereby agree that the Lessor shall in such circumstances be entitled to part

of any consideration payable to the Lessee as a result of any tender procurement competition such portion of said consideration to be assessed by Land and Property Services or its equivalent at the relevant point in time and in the absence of a tender procurement competition the parties agree to take advice from Land and Property Services on the value of the use of the asset and the apportionment of value to the Lessor and Lessee

- (26) Not to mortgage or charge the demised premises
- (27) To comply with The Forestry Land Byelaws (NI) 2013 and any other bye-laws for the time being in force during the term of this Lease
- (28) To observe all biosecurity measures for Pomeroy Forest, which the Lessor makes from time to time, provided the Lessee or its appointed representative receives written notification of same
- (29) To be responsible for the management and maintenance of the permitted vehicular access infrastructure on a user basis

3. The Lessor hereby covenants with the Lessee as follows:-

- (1) That the Lessee paying the said yearly rent hereby reserved and observing and performing the covenants conditions and agreements hereinbefore contained on the Lessee's part to be observed and performed shall and may quietly enjoy the demised premises during the term without any interruption by the Lessor

4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED** that these presents are made upon the following express conditions:

- (1) If the said rent or any part thereof shall be unpaid for twenty-one days after any of the days hereinbefore appointed for payment thereof whether the same shall have

been lawfully demanded or not or if any covenant on the Lessee's part therein contained shall not be performed or observed and the Lessee having been notified in writing by the Lessor of the breach does not remedy the breach within a period of 3 calendar months from the date of the notice or such other longer or shorter period of time that the circumstances require and as shall be agreed by the Lessor or if the Lessee shall be wound up then and in any of the said cases and thenceforth it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf into or upon the demised premises or any part thereof in the name of the whole to re-enter and the same to repossess and enjoy as if these presents had not been made without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee herein contained

- (2) That nothing in these presents shall operate or prevent the Lessor from dealing with its adjoining or adjacent premises as it may desire or from erecting or suffering to be erected on such adjoining or adjacent premises any building whatsoever whether such building shall or shall not affect the demised premises
- (3) The Lessee may not determine this Lease before _____ After the _____ Lessee may determine this Lease on the sole ground that it is no longer in its statutory interest to continue to operate the permitted user on the demised premises on condition that:
- (a) the Lessee gives the Lessor not less than 12 months' prior written notice of the date of determination
- (b) the Lessee gives clear evidence to the Lessor that the Lessee has completed all due process relating to the funding for the demised premises and that it has

considered all competing priorities in the relevant area before deciding that it is no longer in the public interest to continue to use the demised premises

(c) the Lessee 9 months prior to the date of determination of the Lease publishes fully and communicates to the public the Lessee's decision to terminate public use of the demised premises in such manner as the Lessor reasonably requires

(d) the Lessee at the date of the determination observes all the obligations contained in this Lease (including without prejudice to the generality of the foregoing clause 2(6) regarding reinstatement of the Lands)

(e) on the date of determination in accordance with this clause the Lease shall terminate immediately but without prejudice to any rights or remedies which may have accrued to either party hereto

(4) For the purposes of interpretation the masculine shall include the feminine and vice versa and the singular shall include the plural and vice versa and if more than one Lessee they shall hold as joint Lessees and be jointly and severally liable under the covenants herein contained

5. Nothing herein contained shall by implication of law or otherwise operate to confer on the Lessee any easement right or privilege whatsoever over or against any adjoining or other property belonging to the Lessor (whether forming part of the property aforesaid or not) which might restrict or prejudicially affect the future rebuilding alteration or development of such adjoining or other property nor shall the Lessee be entitled to compensation for any damage or disturbance caused by or suffered through any such rebuilding alteration or development

6. The parties hereto acknowledge and agree that this Lease will not restrict the core functions or activities of the Lessor or Lessee or require the Lessor or Lessee to take any action which would be beyond its statutory powers or in breach of government or local government policy or of government or local government accounting procedures
7. Where "Force Majeure" occurs e.g. trees blowing over access routes or flooding of same the Lessor will take action to secure access in order to protect interest in value of the timber and to protect the wider forest and roads infrastructure from further damage. Harvesting of any storm-damaged material will be at a time suitable for the Lessor taking account of the needs of the Lessor's customers for the timber and the amount of similar salvage work required elsewhere in Northern Ireland. If the Lessee wishes to continue to use the demised premises and permitted access for the purposes hereby permitted it may do so at its own risk but will bear sole responsibility for management of any road closures, diversions and any other signage which may be necessary to facilitate continued use of the demised premises during such unforeseen events and will compensate the Lessor for the timber value so cut by the Lessee as determined by the Lessor's existing contracts for material of that type at the time the Lessee plans to work on the trees PROVIDED ALWAYS THAT compensation will not be payable by the Lessee provided that the trees are cut to a specification agreed by the Lessor. The Lessor will not accept any responsibility for keeping the demised premises open due to this or any other cause outside its control.
8. ANY notice under this Lease shall be in writing and any notice to the Lessee shall be sufficiently served if sent by registered post or recorded delivery to Burn Road Cookstown BT80 8DT and any notice to the Lessor shall be sufficiently served if sent

to Forest Service care of Forest Estates Administration Inishkeen House Killyhevlin Industrial Estate Enniskillen BT74 4EJ or such other address as either party shall previously advise the other in writing.

FIRST SCHEDULE

DEMISED PREMISES

ALL THAT AND THOSE the portions of the hereditaments and premises forming part of Pomeroy Forest shown hatched red on the map attached hereto (Annex 1)

SECOND SCHEDULE

(Easements Rights and Privileges)

1. Full and free right and liberty at any time hereafter at convenient times and following service on the Lessor of reasonable prior written notice (except in the case of emergency) to enter upon any adjoining and neighbouring property of the Lessor to view the state of condition of and to execute any necessary works and repairs to the demised premises which would not otherwise be reasonably practicable subject to the Lessee making good all damage and disturbance thereby caused to the reasonable satisfaction of the Lessor
2. Full and free right and liberty to manage replace in the same location and maintain utility services that serve the demised premises together in connection therewith making good all damage and disturbance thereby caused to the reasonable satisfaction of the Lessor in so far as is applicable to the services now laid the free passage of water, soil, electricity and any other connected utility service from the demised premises through all channels drains and sewers existing upon or under (either in whole or in part) the

adjoining lands or neighbouring lands or buildings owned by the Lessor on the date of this Lease

3. Full right and liberty for the Lessee and all persons authorised by the Lessee in common with the Lessor to pass and repass at all times and for all purposes with or without vehicles over and along the roadways shown coloured brown on the said map attached hereto (Annex 1)

THIRD SCHEDULE

(Exceptions and Reservations)

1. The right to enter on to the demised premises for all purposes to enable the Lessor to carry out its own business provided always that if the Lessor causes any damage to the demised premises (including the contents of any building on the demised premises) it shall repair same at its own expense or at its option may pay reasonable compensation for such damage
2. The right at any time to alter or add to any adjoining or neighbouring premises notwithstanding the effect same will have on the demised premises
3. For so long as the interest of the Lessor is vested in a government department authority or other body charged with the current policy function of the Lessor at the date of this lease the Lessor shall have the right to withdraw permission to enjoy access to the demised premises where it is expedient in view of the Lessor observing its wider government obligations provided always that the Lessor shall except in the case of emergency give notice to the Lessee at least 48 hours before such closure and shall post notices on the demised premises giving reasons for such closure
4. All sporting and mineral rights (if any) pertaining to the demised premises
6. Full right and liberty for the Lessor its servants agents and licensees at all times and for all purposes (but in the case of buildings situate on the demised premises only upon

- giving reasonable prior notice) to have access to the demised premises to ensure that the Lessee is performing its obligations under the Lease or to enable the Lessor to deal with any emergency situation (eg a fire or storm) in relation to the Lessor's adjoining lands
7. The free passage of water and soil from any adjoining or neighbouring lands or buildings now or formerly the property of the Lessor through all channels drains and sewers upon or under the demised premises

FOURTH SCHEDULE

(Rent Review)

1. The yearly rent hereby reserved may be reviewed on 20 and thereafter on the in the Fifth year of each subsequent quinquennial period of the term at the option of the Lessor by the service of not less than 6 months' notice in writing on the Lessee of intention to review the rent with effect from ("the Review Date") in the review year
2. If agreement between the parties as to the amount of the reviewed rent is not reached at least 2 months before the Review Date the reviewed rent shall be such sum as is certified in writing by a valuer from Land and Property Services (or such body as Land and Property Services are known at the relevant time in the Lease) as the fair market rent of the demised premises
3. The following matters shall be disregarded by the valuer in his assessment of the fair market rent:
- (a) The value of any improvements or additions to the demised premises made by the Lessee

(b) The effect on the rent of the fact that the Lessees are in occupation of the Premises

4. The amount of the reviewed rent shall be paid by the Lessee with the effect from the Review Date notwithstanding the amount has not been agreed or certified on or before that date
5. The costs of any valuer appointed under this Schedule shall be borne by both parties hereto in equal shares

IN WITNESS whereof the parties hereto have hereunto set their respective Official and
Common Seals the day and year first herein written

The Official Seal of)
THE DEPARTMENT OF)
AGRICULTURE ENVIRONMENT)
AND RURAL AFFAIRS)
hereunto affixed)
is authenticated by:-)
)
)
)
)
)
)
)

THE OFFICIAL SEAL
of MID ULSTER
DISTRICT COUNCIL was
hereunto affixed in the presence of

in the presence of:-)
)
)
)
)
)
_____)
Authorised Signatory)
)
)
)
_____)
Number in the Sealing Register

ANNEX 1

MAP



An Agency within the Department of
**Agriculture, Environment
and Rural Affairs**

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ANNEX 1

LEASE

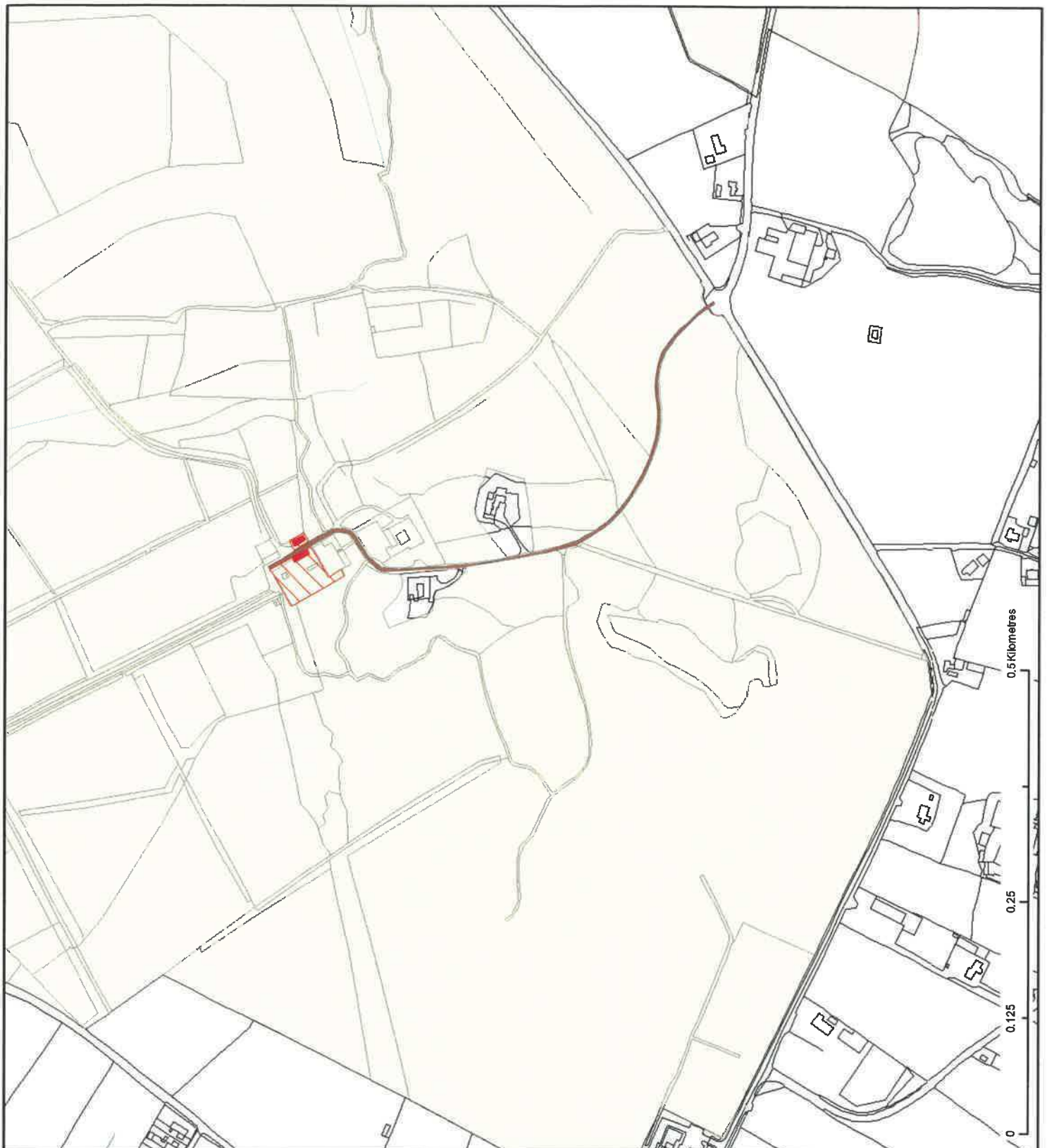
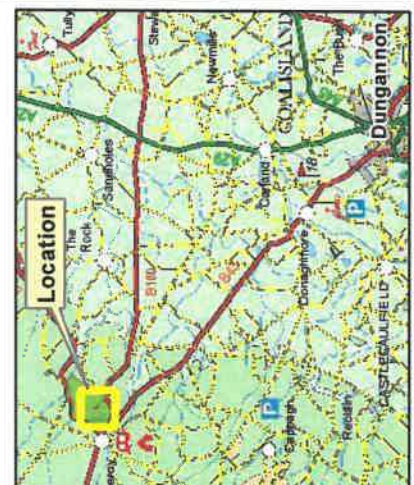
POMEROY FOREST

Leased area to Mid Ulster District Council



-  Permitted vehicular access
 Leased recreation area
 Buildings within leased area
 Pomeroy Forest

Prepared: 10/11/2017



Report on	Village Renewal Scheme: Rural Development Programme 2014-2020 – Lease of non-owned Council lands
Date of Meeting	5 th July 2018
Reporting Officer	Claire McNally, Council Solicitor
Contact Officer	Claire McNally

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	To seek Members' approval in principle to enter in to a lease arrangement with various landowners in respect of different projects under the Village Renewal Scheme.
2.0	Background
2.1	Mid Ulster District Council is leading on the Village Renewal Scheme included within the Rural Development Programme 2014 -2020 ("the Programme").
2.2	The Department of Agriculture, Environment and Rural Affairs ("DAERA") has allocated a budget of £2.15 million in grant aid to the Village Renewal Scheme for the implementation of strategic and minor works within agreed villages. In April 2016, the Council resolved that Council contributes match funding of 25% (£716,000), to compliment the funding from DAERA, which is administered via the Local Action Group ("LAG").
2.3	The reports, updates, approvals etc. in respect of the villages and works proposed are taken through Development Committee. In summary, the current position is that six villages have been selected for major works with a further 31 villages having been selected for minor works. A further six villages have been identified for minor works should extra funding become available from the Programme.
2.4	All actions supported under both major and minor works are identified through an integrated village plan recognised by Council. Council makes applications to the LAG for the Village Renewal Scheme and the Council then leads on development and delivery.

3.0	Main Report																														
3.1	In terms of the progression and implementation of the proposed strategic and minor works of non-owned Council lands under the Village Renewal Scheme, it is proposed that where works are to be carried out on third party lands (i.e., non-council owned), that different legal arrangements are entered into depending on the nature of the works. This is required to protect both the Landowner and the Council's interests and to comply with the funder's requirements.																														
3.2	<p>The Council is progressing with tranches of the various projects as and when they are agreed and in relation to the current tranche of projects, the Council would need to enter in to the following Lease agreements:</p> <table><tr><th colspan="3">Proposed Land Leases</th></tr><tr><th>Lessor</th><th>Location</th><th>Project</th></tr><tr><td>St Lurach's, Church of Ireland</td><td>Maghera</td><td>(Section of a) new walkway from Tobermore Road to Walled Garden on Church Street</td></tr><tr><td>Community Group</td><td>Upperlands</td><td>Play Park</td></tr><tr><td>NIHE</td><td>Killyman</td><td>Play Park</td></tr><tr><td>Landowner TBC</td><td>Eglish</td><td>Play Park</td></tr><tr><td>Clonoe Development Association</td><td>Clonoe</td><td>Play Park</td></tr><tr><td>NIHE</td><td>Tamnamore</td><td>Recreational Facilities</td></tr><tr><td>Education Authority</td><td>Brocagh</td><td>Play Park</td></tr><tr><td>Pomeroy Attested Sales Ltd</td><td>Pomeroy</td><td>Car Parking Provision</td></tr></table>	Proposed Land Leases			Lessor	Location	Project	St Lurach's, Church of Ireland	Maghera	(Section of a) new walkway from Tobermore Road to Walled Garden on Church Street	Community Group	Upperlands	Play Park	NIHE	Killyman	Play Park	Landowner TBC	Eglish	Play Park	Clonoe Development Association	Clonoe	Play Park	NIHE	Tamnamore	Recreational Facilities	Education Authority	Brocagh	Play Park	Pomeroy Attested Sales Ltd	Pomeroy	Car Parking Provision
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Education Authority	Brocagh	Play Park																													
Pomeroy Attested Sales Ltd	Pomeroy	Car Parking Provision																													
3.3	Whilst the terms and conditions of each Lease will differ according to each site, the individual Lease with each landowner will be taken back to Committee to be agreed and taken before Council individually for approval and sealing when available.																														
3.4	Therefore, at this juncture, Members are being asked to approve that the Council enter in to Lease arrangements with the relevant landowners in respect of the Projects as outlined in section 3.2 of this report, terms to be agreed and approved by Council. This is to ensure efficiencies going forward in respect of the application process under the Programme.																														

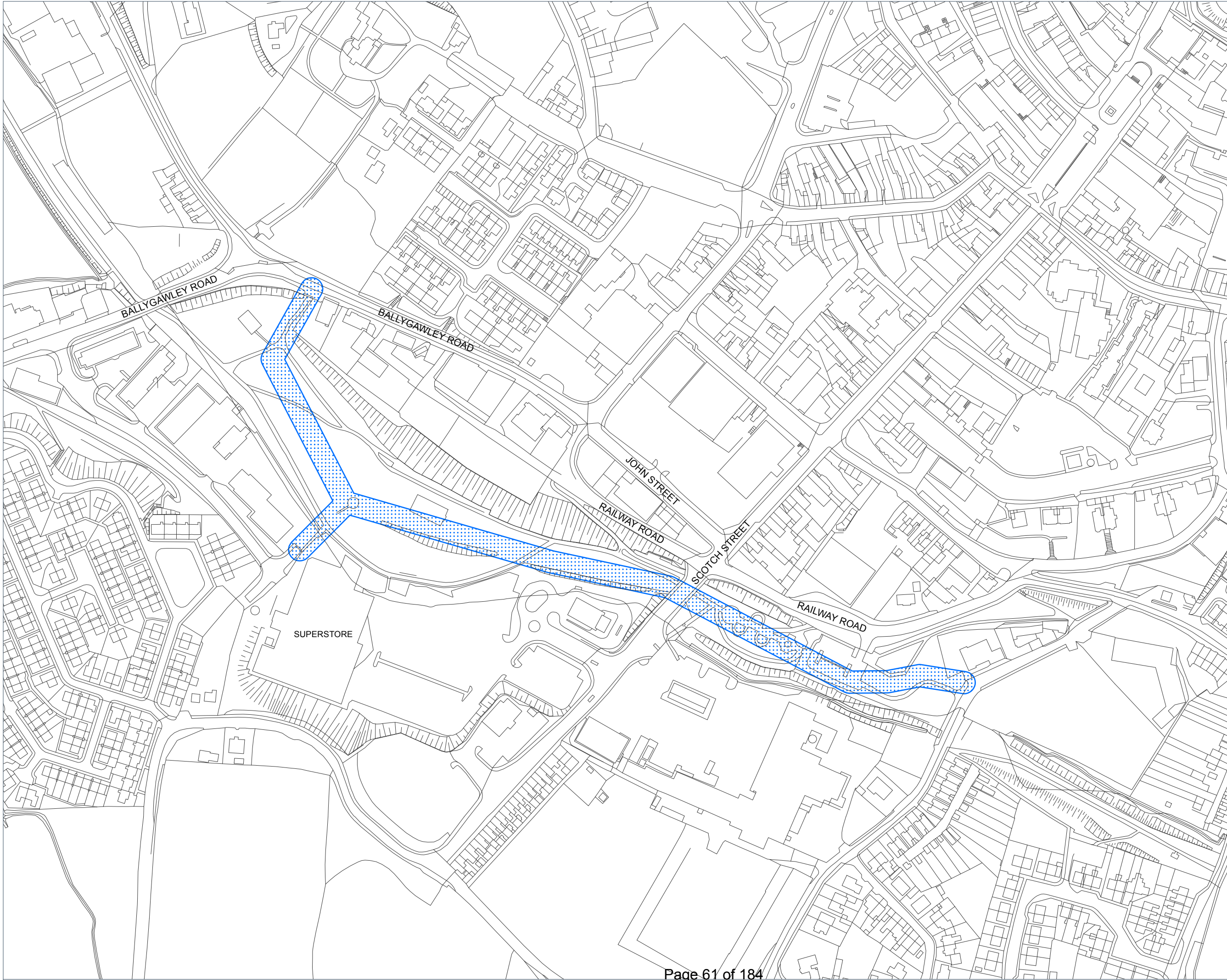
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial: The Council's legal fees in the preparation and negotiation of each Lease. The Council is likely to be responsible for the payment of the various Lessors' reasonable legal fees in respect of each Lease. The Council is also responsible for LPS valuation costs and the annual rent agreed between the parties. Details of this will be brought forward along with each future Lease.
	Human: N/A
	Risk Management: N/A
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications: N/A
	Rural Needs Implications: N/A
5.0	Recommendation(s)
5.1	That Members approve that the Council enter into a Lease with the relevant Landowners in respect of the Projects listed in section 3.2 under the Rural Village Scheme, the terms of each individual Lease to be agreed and approved by Council.
6.0	Documents Attached & References
	N/A

Report on	Gas to the West– Option Agreement and Easement request re Lands at Railway Park, Dungannon
Date of Meeting	5 th July 2018
Reporting Officer	Claire McNally, Council Solicitor
Contact Officer	Claire McNally

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	To seek Members' approval in principle for the Council to enter into an Option Agreement for an Easement in relation to the laying of a natural gas pipeline at lands at Railway Park, Dungannon ("the Site").
2.0	Background
2.1	The Northern Ireland Utility Regulator has awarded a licence to Scotia Gas Networks Northern Ireland to convey gas within the West distribution licensed area.
2.2	SGN has identified the Site as being as a preferred route and require rights to lay the pipeline through the Site which is in the Council's ownership. The pipeline is for the transmission, storage and distribution of gas along the route and shall form an integral part of the gas main.
2.3	A request was received by the Council from SGN for the Council to enter into an Option Agreement for an easement in relation to a natural gas pipeline project in respect of a portion of land on the Site.
2.4	Members may recall that a similar request was made by SGN in relation to an element of this gas pipeline to be installed between Moneymore RC and HWRC, Moneyhaw Road and Council approved this in April 2018.
3.0	Main Report
3.1	In very broad terms, the Option Agreement permits SGN to enter onto Council land, carry out site investigations and install the pipeline within the Site. After the pipeline has been installed the Council will then grant SGN an easement which will indicate the route of the pipeline.
3.2	A draft Option Plan is attached at Appendix A identifying the approximate area of land within which the pipeline is proposed to be installed ("Option Area"). This proposed Option area will be subject to agreement.
3.3	SGN has forwarded a draft Option Agreement and Deed of Grant (attached at Appendix B and Appendix C respectively) in relation to lands at Railway Park.

3.4	<p>In consideration of the above, SGN will pay the following sums:-</p> <ul style="list-style-type: none"> (i) Incentive Payment (the Option Sum) of £8,100 (based on 675m of Works/pipeline x £12pm). This payment is time sensitive and if the Option Agreement is not completed within twelve weeks of receipt of Letter of Offer, this part of the Payment reduces to £1; (ii) Easement Payment of £15,526 (based on 675m of Works/pipeline x £23 pm), payable in two instalments.
3.5	LPS has confirmed that the premiums proposed are reasonable and could be recommended for acceptance.
3.6	The Council will seek to amend/negotiate some of the terms of the draft agreements provided. Therefore, the drafts provided at Appendix B and C will be subject to minor amendments, when being presented to Council for execution and sealing.
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	<p>Financial: SGN will contribute towards the Council's professional and agent's fees.</p>
	<p>Human: Officer time in progressing the matter.</p>
	<p>Risk Management: N/A</p>
4.2	Screening & Impact Assessments
	<p>Equality & Good Relations Implications: N/A</p>
	<p>Rural Needs Implications: N/A</p>
5.0	Recommendation(s)
5.1	That Members approve that the Council enter into an Option Agreement and subsequent Easement with SGN in relation to lands at Railway Park, Dungannon, the final terms of which are to be negotiated.
6.0	Documents Attached & References
6.1	<p>Appendix A – Draft Option Plan confirming the proposed approximate Option area;</p> <p>Appendix B – Draft Evaluation and Option Agreement between Mid Ulster District Council and SGN Commercial Services Limited;</p> <p>Appendix C – Draft Deed of Grant between Mid Ulster District Council and SGN Commercial Services Limited.</p>



Key:
 Option Area

Notes:

Coordinate System: TM65 Irish Grid
Projection: Transverse Mercator
Datum: TM65

Grantor:
Mid Ulster Council

Signed:

Date:

Location:
Railway Road, Dungannon BT71 7AA

Coords: 279,440 362,235

Scheme Name:
Gas to the West LP

Drawing Name:
Option Plan

Drawing No: 170486-ULST-OP-001-0

Rev	Date	Description
-	23.04.2018	First Issue

Drawn:	PR
Approved:	GD
Sheet No:	1 of 1
Sheet Size:	A3



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REGISTRY OF DEEDS (NI)

MID-ULSTER DISTRICT COUNCIL

and

SGN COMMERCIAL SERVICES LIMITED

**EVALUATION AND OPTION AGREEMENT
(EASEMENT)**

THIS AGREEMENT is made the _____ day of _____ 2018 **BETWEEN:**

1. **MID-ULSTER DISTRICT COUNCIL** of 50 Ballyronan Road, Magherafelt, BT45 6EN ("Grantor") of the one part; and
2. **SGN COMMERCIAL SERVICES LIMITED** a company registered in England and Wales under company number 05969465 and having its registered office at St Lawrence House, Station Approach, Horley RH6 9HJ ("Grantee") of the other part (together the "Parties").

RECITALS

- A. The Northern Ireland Utility Regulator has awarded a licence to Scotia Gas Networks Northern Ireland on the 11th of February 2015.
- B. The Grantee will require rights to lay the Pipeline through or in the vicinity of the Site being the lands of the Grantor as set out in Schedule 3 and adjoining land or lands within the vicinity of the Site in which the Grantee has or will have an interest
- C. The Grantor has agreed to grant the Grantee the Preparatory Works Licence the Works Licence and the Option for the consideration set out in the Agreement

IT IS AGREED AS FOLLOWS:

1. Definitions

In this clause the following expressions shall have the following meanings:-

"Agreement" means this agreement.

"Balancing Payment" means the higher of £250 and a sum calculated by the following formula:

(Length of Easement Strip x £23) less (the First Easement Payment plus the Works Payment)

By way of example:

if the length of the Works Corridor was 200 metres, the First Easement Payment was £2,300 and the Works Payment was £1,150 and the length of the Easement Strip proved to be 205 metres the calculation would be:

$$(205 \times £23) \text{ less } (£2,300 \text{ plus } £1,150) = £1,265$$

Here the calculated amount is above the minimum balancing payment so the balancing payment would be £1,265.

if the length of the Works Corridor was 135 metres, the First Easement Payment was £1,552.50 and the Works Payment was £776.25 and the Length of the Easement Strip proved to be 85 metres the calculation would be:

$$(85 \times £23) \text{ less } (£1,552.50 \text{ plus } £776.25) = -£373.75$$

Here the minimum balancing payment of £250 would be paid because the calculated amount is less than that.

“Code of Practice” means the Gas to the West Code of Practice HP Natural Gas Pipeline(s) dated September 2015.

“Completion Date” means the date of completion of the Deed of Easement.

“Debt Provider” means a provider of debt finance to the Grantee including without limitation its agent, nominee or trustee (as envisaged by clause 12)

“Deed of Easement” means a deed of easement in the form attached at Schedule 1 of the Agreement

“Development” means any equipment, structure or infrastructure the construction or erection of which is necessitated by the Project

“DOE” means the Department of the Environment for Northern Ireland or any successor body for the time being having or being entitled to exercise the powers conferred upon it

“Easement Strip” means the land 14 metres wide situated within the Works Corridor and to be granted by the Deed of Easement

“Effective Date” means the date written at the beginning of this Agreement.

“Expert” means an independent chartered surveyor appointed pursuant to clause 12.7

“First Easement Payment” means the sum of one thousand two hundred and sixty-five pounds (£7,763.00).

“Incentive Payment” means the sum of one thousand three hundred and twenty pounds (£8,100.00).

“Length of Easement” means the length (measured in metres) of the Easement Strip

“Option” means the option in favour of the Grantee specified in Clause 3.3 of the Agreement.

“Option Notice” means a notice in writing of the Grantee’s intention to take a Deed of Easement specifying the Easement Strip.

“the Option Period” means the period of 5 (five) years from and including the date of this Agreement.

“Operating Licence” means the licence awarded to Scotia Gas Networks Northern Ireland on the 11th of February 2015 or any other substituted or additional licence which may be awarded to any party undertaking the Project from time to time.

“the Pipeline” means a pipeline for the transmission storage and distribution of gas (and/or other materials, gas apparatus, other equipment or apparatus ancillary thereto) installed or to be installed along the route of the easement as comprised in the Deed of Easement and where (in relation to a system of pipes) there are a number of adjacent parallel lengths of pipe serving the same purpose as would be served by a single pipe of a diameter greater than any of those lengths, then that number shall be taken to constitute a single pipe for the purpose of the Deed of Easement and to that extent shall form an integral part of the gas main.

“Plan” means the plan annexed to this Option Agreement

“Preparatory Period” means the period of 5 (five) years from the date of this Agreement.

“Preparatory Works” means (without limitation) the making of Trial Holes, removing any hedges or trees on the Site, carrying out land surveys, ecological surveys, orthonological surveys or other surveys and/or archaeological trenching and other works which the Grantee in its absolute discretion deemed to be required to establish the suitability of the Site for the Project and establish the Grantee’s preferred route for the Easement Strip.

“Preparatory Works Licence” means an exclusive right and its officers servants and all persons authorised by it to conduct a detailed evaluation of the Site to establish its suitability for the installation of the Pipeline and to carry out all Preparatory Works for the Preparatory Period.

“Project” means a scheme for the installation of a an intermediate pressure medium pressure and low pressure gas pipeline network in accordance with the Operating Licence.

“Rights” means the meaning given to it in the Deed of Easement

“The Unsuitable Portion of the Works Corridor” means any part of the Works Corridor which the Grantee in its discretion finds to be unsuitable for the Project.

“Trial Hole” means the trial hole(s) that the Grantee may bore in the Site

“the Site” means the lands as set out in Schedule 3

“the Works” together with the laying, construction, installation, operation, maintenance and repair of the Pipeline and all ancillary and associated equipment and infrastructure and any other rights required to carry out the Project.

“Works Commencement Date” means the date specified in the Works Notice for commencement of the Works Licence.

“The Works Corridor” means the land coloured blue on the Plan comprising part of the Site.

“Works Licence” means an exclusive right for the Grantee and its officers servants and all persons authorised by it to carry out the Works for a five year period commencing on the date specified by the Works Notice.

“Works Notice” means written notice to the Grantee from the Grantor specifying the Works Commencement Date.

“Works Payment” means the sum of six hundred and thirty-three pounds (£3,881.00).

“Works Period” means the period of 5 (five) years from the Works Commencement Date.

2. Construction

2.1 All references to a statutory provision shall be construed as including references to:

- (a) any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- (b) all statutory instruments, regulations or orders from time to time made pursuant thereto; and
- (c) any statutory provisions of which a statutory provision is a modification, consolidation or re-enactment.

2.2 Any reference to a statutory provision shall be construed as a reference to the laws of Northern Ireland unless the context otherwise indicates.

2.3 Words such as *“hereunder”*, *“hereto”*, *“hereof”*, and *“herein”* and cognate terms shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular Section or Clause thereof.

2.4 Save as otherwise provided herein any reference to a Section, Clause, paragraph or sub-paragraph shall be a reference to a Section, Clause paragraph or sub-paragraph (as the case may be) of this Agreement and any reference in a Clause to a paragraph or sub-paragraph shall be a reference to a paragraph or sub-paragraph of the Clause or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended.

- 2.5 Unless the context shall otherwise require, words importing the singular number shall include the plural number and *vice versa* and words importing a gender shall include every gender.
- 2.6 The Schedules to this Agreement shall form part of this Agreement and all references to Schedules shall be deemed to be references to Schedules to this Agreement.
- 2.7 Any reference to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state, or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- 2.8 Any reference to the Grantor or the Grantee includes their personal representatives and successors in title.
- 2.9 The date of service of an Option Notice and Works Notice shall be deemed to be two working days after the date of posting.

3. Option and Licence

In consideration of the payment of the Incentive Payment and the First Easement Payment by the Grantee to the Grantor on the date hereof (the receipt of which is hereby acknowledged) the Grantor hereby grants to the Grantee with vacant possession:

- 3.1. the Preparatory Works Licence for the Preparatory Period;
- 3.2 the Works Licence for the Works Period with vacant possession;
- 3.3. an exclusive option to enter into a Deed of Easement or Deeds of Easement for the Site for the Option Period in the format of the Deed of Easement provided that the conditions in Clause 4 have been satisfied (unless waived by the Grantee) and provided also that the Grantee in its sole discretion is satisfied with the findings on foot of the Works Licence and for the avoidance of doubt including the plan to be supplied by the Grantee illustrating the Deed of Easement which shall be attached to the Deed of Easement prior to its completion.

- 3.4 The Grantor shall execute and enter into the Deed of Easement and complete it with the Grantee or such other party as is nominated by the Grantee within fourteen (14) days of the exercise of the Option by the Grantee.
- 3.5 The Option may be exercised by the Grantee at any time during the Option Period by the Grantee serving the Option Notice on the Grantor.
- 3.6 At any time after this Option shall have been exercised and in the event that the Grantor has not entered into the Deed of Easement in accordance with clause 3.4, the Grantee may without restriction exercise a power of attorney on the part of the Grantor to execute the Deed of Easement on the part of the Grantor.
- 3.7 The Grantee shall be entitled to assign the burden and benefit of the Agreement. This Agreement shall be capable of assignment by the Grantee without requiring the approval of the Grantor. The Grantee may require the Grantor to grant the Deed of Easement to such third party as the Grantee may direct.
- 3.8 If the Grantor shall assign its interest in the Site it shall do so subject to the Agreement.
- 3.9 On or prior to undertaking any Works (other than Preparatory Works), the Grantee shall pay the Works Payment to the Grantor.
- 3.10 On the Completion Date the Grantee shall pay to the Grantor the Balancing Payment.

4. Conditions

The creation of the Deed of Easement and any licence between the Grantor and Grantee in respect of the Site for the Project shall be conditional upon:

- 4.1 The Grantor showing good and marketable title to the Site in accordance with the Law Society of Northern Ireland's standard conveyancing practice, which shall include (without limitation) the curtailment or removal of any incorporeal hereditaments affecting the Site; and

- 4.2. The Grantee being entitled to identify the Unsuitable Portion of the Works Corridor and being accordingly entitled not to take the Deed of Easement in respect of the Unsuitable Portion of the Works Corridor without any penalty or costs;

Provided That the Grantee may waive any of the conditions in its absolute discretion.

5. Access

- 5.1 The Grantor grants to the Grantee during the Preparatory Period and the Works Period access with or without vehicles and equipment to and from the public highway to and from and over the Works Corridor and any adjoining lands upon which the Grantee is carrying out the Project over such parts of the Site as provide access to the Works Corridor for all proper purposes connected with the Project or any other project at all times.
- 5.2 The Grantor shall procure that the Grantee shall have vacant possession of the Works Corridor during the Works Period

6. Grantor's covenants

- 6.1 The Grantor shall do nothing during the currency of the Agreement which could hinder or jeopardise or make more onerous or expensive the Works Licence or the Works and without limitation the Grantor shall not:
- (a) construct or erect anything (including without limitation any buildings, walls, fences, structures or apparatus) in through or on the Works Corridor;
 - (b) lay or install any surface in the Works Corridor;
 - (c) carry out any excavation in the Works Corridor;
 - (d) increase or decrease the ground level of the Works Corridor; or
 - (e) plant any trees or shrubs or allow any trees or shrubs to grow in the Works Corridor.
- 6.2 The Grantor shall not object (directly or indirectly) to any planning application made by or on behalf of the Grantee in relation to the Development

- 6.3 The Grantor shall not dispose of the Site by way of transfer, lease, licence, conacre or any other dealing without the consent of the Grantee (not to be unreasonably withheld or delayed) and any such disposal shall be subject to this Agreement. In the event that the Grantor disposes or grants a lease of all or part of the Site the Grantor must procure that the transferee or lessee enters into a direct covenant with the Grantee in the form attached at Schedule 2 (save for any amendment agreed between the parties)
- 6.4 The Grantor covenants not to do anything which could interfere with the Rights or compliance with any planning obligation or other statutory requirement. Nothing contained in this Agreement restricts the Grantor's right to use the Site during the Option Period for [estate/agricultural/forestry] purposes in a manner which does not prevent or impede the exercise of the Rights or the rights granted to the Grantee in this Agreement or both.
- 6.5 The Grantor must make good as soon as practicable and to the reasonable satisfaction of the Grantee any damage caused to the Grantee's machinery or equipment caused by the Grantor or the Grantor's authorised personnel. If the Grantor fails in the Grantee's reasonable opinion to make good any damage as soon as practicable, the Grantee may carry out works to make good the damage and recover the proper costs and expenses of doing so from the Grantor on demand.
- 6.6 If the Grantor receives any requirement, notice, requisition or order from a local or public authority which is or may become prejudicial or a hindrance to the full exercise and enjoyment of the Rights or the rights granted to the Grantee by this Agreement or both, the Grantor must promptly provide a copy to the Grantee.
- 6.7 To the extent that consent has not been obtained prior to the date of this Agreement, the Grantor must use all reasonable endeavours to procure that any tenant, conacre tenant, mortgagee or chargee of any part of the Site enters into or grants written consent to this Agreement, the Deed of Grant and any planning agreement.

7. Grantee's covenants

7.1 Following completion of the Works, to make good and restore the surface of the Works Corridor to its state and condition as at the date of the commencement of the Works to the reasonable satisfaction of the Grantor.

7.2. To keep the Grantor indemnified against all actions or claims which may be brought or made against the Grantor by reason of:

(a) any default or neglect on the part of the Grantee in the exercise of the rights hereby granted;

(b) any accidental bodily injury, or any accidental loss or damage to property and/or livestock where such injury or damage is caused by any failure of the Grantee's obligations set out in this Deed

EXCEPT the Grantee shall be relieved of the indemnity where such action or claim arises by virtue of any act, neglect or default on the part of the Grantor or any of his servants or agents

Provided That the Grantor shall as soon as practicable give notice in writing to the Grantee of any such action or claim brought, made or threatened against the Grantor under this paragraph 7.2 and shall not settle, adjust or compromise such action, claim or demand without the consent of the Grantee and Provided Further that the Grantee may at its own expense settle, adjust, compromise or take over the conduct of any such action or claim in the name of the Grantor who shall at the expense of the Grantee give such information and assistance as the Grantee may reasonably require

7.3 During the Preparatory Period the Grantee shall liaise with the Grantor and comply with any reasonable requests from the Grantor regarding carrying out the Preparatory Works.

7.4 During the Works Period the Grantee shall comply with the Code of Practice.

7.5 On the grant of the Deed of Easement, the Grantee's obligations contained in this clause 7 shall merge and extinguish with the grant of the Deed of Easement save for any obligation to make good and restore the surface of the Works Corridor to its state and condition as at the date of the commencement of the Works.

8. Assignment

- 8.1 The Grantee shall be entitled to assign the burden and benefit of the Agreement without requiring the approval of the Grantor.
- 8.2 The Grantee may require the Grantor to grant the Deed of Easement to such third party as the Grantee may direct.

9. Warranty as to title

The Grantor warrants that he is the legal and beneficial owner of the lands at Railway Park, Dungannon, as set out in Schedule 3.

10. Confidentiality

The Grantor shall not divulge the contents of the Agreement or any of the Schedules to the Agreement to any other person without the prior written consent of the Grantee.

11. Debt Provider Agreements

- 11.1 The Grantor recognises that the Grantee may wish to finance or refinance the Development through limited recourse or other financing in the commercial bank debt and or capital markets and that the entering into one or more direct agreements (by which there is given to the Debt Provider a right to step into and/or procure an assignment or other transfer of the premises to be demised by the Deed of Easement or the Grantee's rights and obligations under this agreement or the Deed of Easement) may be a pre-condition to the provision of such debt finance by the Debt Provider.
- 11.2 The Grantor will co-operate in good faith with the Grantee and use all reasonable endeavours to satisfy the requirements of any Debt Provider in respect of such financing or refinancing.
- 11.3 The Grantor undertakes to use all reasonable endeavours without delay to agree the format of and enter into a direct agreement with any Debt Provider the Grantee or any other relevant party in respect of this agreement.

11.4 That the Grantor shall enter into a direct agreement with any party from whom the Grantee is obtaining finance in respect of the subject matter of this agreement and shall execute such documentation as is reasonably necessary to enable such financial institution to obtain satisfactory security PROVIDED HOWEVER that the Grantor shall not be obliged under this clause to execute any documentation which would seek to extend the terms of this agreement.

11.5 The Grantor recognises that in entering into any direct agreement it will have to grant certain rights to any Debt Provider including a right of step-in within a specified period and/or a right to procure that the Grantee's rights and obligations under this agreement and the Deed of Easement are assumed (by way of assignment or such other transfer as may be appropriate) by another person in certain specified circumstances

Nothing in this clause 11 shall oblige the Grantor to enter into any direct agreement with any Debt Provider on terms less favourable to the Grantor than those as set out in this Agreement.

12. General

12.1 Governing Law

The law of Northern Ireland shall apply to the Agreement, and the Parties agree to submit to the non-exclusive jurisdiction of the Courts of Northern Ireland.

12.2 Counterparts

The Agreement may be executed in any number of counterparts, each in like form, all of which when taken together shall constitute one and the same document and any Party may execute the Agreement by signing any one or more of such counterparts.

12.3 Waiver

Any liability to any Party under the provisions of this Agreement may in whole or in part be released varied compounded or compromised by such Party in its absolute discretion as regards any Party under such liability without in any way prejudicing or affecting its rights against any other Party under the same or a like liability whether joint and several or otherwise. A waiver by any Party of any breach by any other Party of any of the terms provisions or conditions of this Agreement or the acquiescence of a

Party in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary thereto.

12.4 Force Majeure

Neither Party shall be responsible for any failure to fulfil their respective obligations under the Agreement where such failure is occasioned by strike, lock-out, hostilities or any other cause not within the control of such Party.

12.5 Notices

Any Notice required to be given under the Agreement by any Party shall be in writing sent by pre-paid ordinary post or fax (provided such fax is confirmed by pre-paid ordinary post) and shall be deemed effective if sent by post at the expiration of seventy two hours after the same was posted whether or not received or if by fax, twenty four hours after dispatch to the correct fax number of the addressee. Each of the Parties shall notify the other of any change of address within forty-eight hours of such change.

12.6 Registration

12.6.1 The Grantor hereby consents to the registration of this Agreement as a burden on the Grantor's unregistered title at the Registry of Deeds of Northern Ireland and for the avoidance of doubt it is intended to bind successors in title to the Grantor from time to time.

12.6.2 In the event that the unregistered title is registered during the term of the Agreement the Grantor consents to an inhibition being entered on the new Folio comprising the Site as follows:

"All dealings with the land herein (save and except dealings overriding the registered ownership) are inhibited unless consented to by SGN Commercial Services Limited (or the successor of its interest under an Option Agreement made on the [] day of [] 2018 and made between Mid-Ulster District Council of the one part and SGN Commercial Services Limited of the other part) whose address for service of notices is A&L Goodbody Solicitors, 42-46 Fountain Street, Belfast, BT1 5EF.

12.7 Dispute Resolution

Any disagreement between the parties under this Agreement will be determined pursuant to this Clause 12.7 and shall be referred for determination to a person of appropriate professional qualification and expertise appointed jointly by the parties or in default of agreement within 5 Working Days by the then Chairman of the Northern Ireland Branch of the Royal Institution of Chartered Surveyors on the application of either party. The Expert shall act as an arbitrator not an expert. His decision will be final and binding. The following terms shall apply:-

- 12.7.1 the Expert's fee will be borne as the Expert directs or otherwise equally;
- 12.7.2 the Expert will give written reasons for his determination;
- 12.7.3 the Expert will invite representations from both Parties;
- 12.7.4 the Expert will comply with any time limits reasonably specified by the Parties;
- 12.7.5 the Expert's decision will be within the range of the Parties' representations or if it should be outside that range he will adopt the representation of whichever of the Parties is closest to his own opinion.

12.8 Rights of Third Parties

Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

12.9 Variations

No variation to this Agreement shall be effective unless made in writing and signed by or on behalf of the Parties.

SCHEDULE 1

The Deed of Easement

SCHEDULE 2

The Deed of Covenant

(1)

(2)

DEED OF COVENANT

for []

LAND REGISTRY OF NORTHERN IRELAND

FOLIO: COUNTY:

Registered Owner:

THIS DEED is made on the day of 201[X] BETWEEN:-

(1) [] (the "Grantor"); and

(2) [] (the "Grantee").

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless the context requires otherwise:-

"Commencement Date" means the date hereof;

"Deed of Covenant" means the draft deed of covenant attached hereto

"Deed of Easement" has the meaning given to it in the Option

"Grantee" means the party named as the Grantee in this Deed and includes its successors in title and assigns;

"Grantor" means the party named as the Grantor in this Deed and includes its successors in title and assigns;

"Grantor's Property" means the lands at [];

"Plan" means the plan annexed to this Deed;

"Term" means a term of years beginning on and including the Commencement Date and ending on the date of expiry of termination of the Option;

"Project" means a scheme for the installation of a low pressure gas pipeline in accordance with the Operating Licence

"Operating Licence" means the means the licence awarded to Scotia Gas Networks Northern Ireland on the 11th of February 2015 or any other substituted or additional licence which may be awarded to any party undertaking the Project from time to time

"Option" means the option dated [] between [] including any renewal of it.

"Site" means the site comprised in and referred to in the Option

1.2 Interpretation

Unless the context or an express provision of this Deed requires otherwise, in this Deed:-

1.2.1 words importing any gender include all other genders;

1.2.2 words importing the singular number only include the plural number and vice versa;

1.2.3 reference to the Grantor's Property or to the Site or the Project is to the whole and any part of it or them;

1.2.4 where there are two or more persons included in the expressions "Grantor" or "Grantee" each reference to the Grantor or the Grantee includes a separate reference to each of those persons and the covenants made with or by the Grantor or Grantee are to be treated as made with or by those persons jointly and severally;

- 1.2.5 a person includes a corporate or unincorporated body and vice versa;
- 1.2.6 reference to this Deed or to any other document is to be construed as reference to this Deed or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 1.2.7 reference to the parties is to be construed as reference to the parties to this Deed at that time;
- 1.2.8 any references to a specific statute or statutory instrument shall unless otherwise stated be construed as including a reference to any statutory extension or modification, amendment or re-enactment of such statute or statutory instrument and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes;
- 1.2.9 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words; and
- 1.2.10 an obligation on a party not to do or omit to do something includes an obligation not to agree or suffer that thing to be done or omitted by another person.

1.3 Headings

The table of contents and the headings in this Deed are included for convenience only and are to be ignored in construing this Deed.

2. GRANT

2.1 In consideration of the payment by the Grantee to the Grantor of the sum of One Pound (£1.00) the Grantor hereby covenants with the Grantee for the benefit of such interest as the Grantee currently has (or may have in the future) of the Site:

2.1.1 not to transfer or lease any part of the Grantor's Property to any third party without first procuring that the transferee or lessee enters into a Deed of Covenant with the Grantee; and

2.1.2 to comply with the provisions of the Option and grant the Deed of Easement to the Grantor or consent to its grant as required by the Grantee in accordance with the provisions of the Option.

2.2 AGREEMENTS AND DECLARATIONS

The parties agree as follows:

2.2.1 The Grantor consents to the registration of this Deed as a burden affecting the Folio comprising the Grantor's Property.

2.2.2 The Grantor consents to an inhibition being entered on the Folio comprising the Grantor's Property as follows:

"All dealings with the land herein (save and except dealings overriding the registered ownership) are inhibited unless consented to by [] (or the successor of its interest under a Deed of Covenant made on the [] day of [] 201[] and made between [] of the one part and the said [] Limited of the other part) whose address for service of notices is []".

2.2.3 The Grantee agrees that where consent is sought to any dealings with the Grantor's Property pursuant to Clause 2.2.2. the Grantee shall not be entitled to withhold consent where it is satisfied that any successor in title, transferee or lessee has provided the deed required by Clause 2.1.

SCHEDULE 3

Description of Unregistered Land

Tenure: _____

Documents under which the Site is held or which are relevant to the Site and/or the title of the Grantor

[Insert List once title is provided]

SIGNED AS A DEED by
THE GRANTOR
in the presence of:-

Signature of Witness

Name of Witness:-

Address

Signature of Witness

Name of Witness:-

Address

)
)
)
)
)
)

EXECUTED AS A DEED by
THE GRANTEE
acting by one Director
in the presence of:-

Signature of Witness

Name of Witness:-

Address

Signature of Witness

Name of Witness:-

Address

)
)
)
)
)

SIGNED AND SEALED AND DELIVERED
by the said **MID-ULSTER DISTRICT COUNCIL**
in the presence of:

Witness 1:

Witness 2:

EXECUTED as a DEED by affixing THE)
COMMON SEAL of **SGN COMMERCIAL**)
SERVICES LIMITED hereunto)
affixed in the presence of:-)

Duly authorised by a resolution of the Board
of Directors of the Company pursuant to the
Company's Articles of Association

DATED

2018

MID-ULSTER DISTRICT COUNCIL

to

[SGN NATURAL GAS LIMITED]

DEED OF GRANT

of gas pipeline easements at
Lands at Railway Park, Dungannon

05-510757 AD
GD/015

REGISTRY OF DEEDS OF NORTHERN IRELAND

THIS DEED is dated

2018

BETWEEN

- (1) **MID-ULSTER DISTRICT COUNCIL** of 50 Ballyronan Road, Magherafelt, BT45 6EN (“the Grantor”); and
- (2) **[SGN NATURAL GAS LIMITED]** (company registered in Northern Ireland under number 0596945 whose registered office is at St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ] (“the Grantee”)

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings:-

Debt Provider	means a provider of debt finance to the Grantee including without limitation its agent, nominee or trustee.
Easement Strip	means that part of land having a width of [] metres centred upon the Gas Main and along the route shown coloured [green] on the Plan.
Gas	has the same meaning as is ascribed to it in Article 3 of Part II of the Order.
Gas Apparatus	has the same meaning as is ascribed to it in Article 3 of Part II of the Order.
Gas Main	means a pipeline for the transmission storage and distribution of Gas (and/or other materials, Gas Apparatus, other equipment or apparatus ancillary thereto) installed or to be installed along the Easement Strip, and where (in relation to a system of pipes) there are a number of adjacent parallel lengths of pipe serving the same purpose as would be served by a single pipe of a diameter greater than any of those lengths, then that number shall be taken to constitute a single pipe for the purpose of this Deed and to that extent shall form an integral part of the Gas Main.
Grantor's Land	means the Grantor's land more particularly set out

	in Schedule 4 of this Deed
the Order	means the Gas (Northern Ireland) Order 1996 as it may be amended from time to time by any subsequent enactment.
Plan	the plan ref: [] annexed to this Deed.
the Rights	the rights set out in Schedule 1 of this Deed.

- 1.2 The expression "the Grantor" wherever the context so admits shall include its successors in title and all persons deriving title under the Grantor and the owners and occupiers for the time being of the Grantor's Land and where the Grantor's Land has been disposed of in parts be construed as comprising all the owners and occupiers for the time being of the respective parts
- 1.3 The expression "the Grantee" wherever the context so admits shall include its successors and assigns and/or the operator for the time being of the Gas Main.
- 1.3 Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa
- 1.4 Where any party to this Deed comprises more than one person any obligations shall be joint and several obligations on the part of those persons
- 1.5 Any covenant not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done

2. RECITALS

- 2.1 The Grantor is seized and possessed of the Grantor's Land, the tenure of which is Freehold
- 2.2 The Grantee is a licence holder as defined in and for all the purposes set out in the Order
- 2.3 The Grantor has agreed with the Grantee to grant the Grantee for the purposes of its functions as a licence holder under the Order the rights, easements and irrevocable licences which are set out in this Deed, and the Grantee and the Grantor have mutually agreed to give each other the several covenants which are provided for on their respective parts below to the intent that the said covenants and conditions will bind their respective successors in title.
- 2.4 It is acknowledged by the parties that the Grantee may wish, or may be directed to transmit Gas on behalf of other persons.

3. GRANT

In consideration of the sum of [] paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged) and of the covenants on the part of the Grantee as set out at Schedule 2 the Grantor as beneficial owner grants unto the Grantee the Rights TO HOLD in fee simple or for such lesser interest as the Grantor may have in the Grantor's Land in

perpetuity to the intent that the easements hereby granted shall be appurtenant to the Grantee's undertaking and the Easement Strip (and each and every part thereof)).

4. GRANTEE'S COVENANTS

The Grantee covenants with the Grantor to the intent that the benefit of the covenant will be annexed to and run with the Grantor's Land and every part of it to observe and perform the covenants set out in Schedule 2.

5. GRANTOR'S COVENANTS

The Grantor covenants with Grantee to the intent that the burden of the covenant will run with and bind the Grantor's Land and every part of it to observe and perform the covenants set out in Schedule 3.

6. DEBT PROVIDER AGREEMENTS

- 6.1 The Grantor recognises that the Grantee may wish to finance or refinance its undertaking and/or facilities through limited recourse or other financing in the commercial bank debt and or capital markets and that the entering into one or more direct agreements (by which there is given to the Debt Provider a right to step into and/or procure a charge assignment or other transfer of this Deed and/or the Rights may be a pre-condition to the provision of such debt finance by the Debt Provider.
- 6.2 The Grantor will co-operate in good faith with the Grantee and use all reasonable endeavours to satisfy the requirements of any Debt Provider in respect of such financing or refinancing.
- 6.3 The Grantor undertakes to use all reasonable endeavours without delay to agree the format of and enter into a direct agreement with any Debt Provider the Grantee or any other relevant party in respect of this Deed.
- 6.4 The Grantor shall enter into a direct agreement with any party from whom the Grantee is obtaining finance in respect of the subject matter of this Deed and shall execute such documentation as is reasonably necessary to enable such financial institution to obtain satisfactory security.
- 6.5 The Grantor recognises that in entering into any direct agreement it will have to grant certain rights to any Debt Provider including a right of step-in within a specified period and/or a right to procure that the Grantee's rights and obligations under this Deed are assumed (by way of charge or assignment or such other transfer as may be appropriate) by another person in certain specified circumstances.
- 6.6 Nothing in this clause 6 shall oblige the Grantor to enter into any direct agreement with any Debt Provider on terms less favourable to the Grantor than those as set out in this Deed.

7. ARBITRATION

Where any dispute shall arise between the parties, same may be referred on the application of either party to the Lands Tribunal for Northern Ireland whose decision (including as to costs) shall be final and binding on the parties.

8. SERVICE OF NOTICES

All notices which relate to this Deed shall be sufficiently served if addressed to the Grantor and/or the Grantee at their respective addresses given at the commencement of this Deed, or at such other address as may from time to time be noted by one party to the other as being its then current address for the service of notices.

9. PRODUCTION OF DOCUMENTS

The Grantor hereby acknowledges the right of the Grantee to the production of the Deeds and documents which are set out in the definition of Grantor's Land above (possession of which is retained by the Grantor) and to the delivery of copies thereof, and hereby undertakes for the safe custody of those documents.

9. GENERAL PROVISIONS

It is agreed and declared that Grantee shall have the benefit of the right to enforce the Rights and the Grantor's Covenants contained in this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. CONSENT TO REGISTRATION AS A BURDEN

The Grantor as registered owner or as the person entitled to be registered as owner HEREBY ASSENTS to the registration of the aforesaid Rights, easements, licenses and covenants as burdens on the Grantor's Land.

11. DEVELOPMENT CLAUSE

The provisions of Schedule 5 shall apply.

Executed as a Deed and delivered on the date set out at the head of this Deed

SCHEDULE 1
Rights Granted to the Grantee

1. The right for the Grantee, its officers and servants, and all persons authorised by the Grantee to pass and re-pass to and from all parts of the Easement Strip to and from the public highway with or without vehicles plant and equipment at all reasonable times (and at any time in cases of emergency) over and along such areas of the Grantor's Land as provide access to the Easement Strip and/or to any gas mains of the Grantee on neighbouring land and to park a motor vehicle thereon for all proper purposes connected with the exercise of the Rights granted in this Schedule 1.
2. The right for the Grantee, its officers and servants, and all persons authorised by the Grantee with or without vehicles plant and equipment to enter onto and pass over the Easement Strip (and to park a motor vehicle thereon) and to enter onto and pass over such areas of the Grantor's Land as abut the Easement Strip for all proper purposes connected with the exercise of the Rights granted in this Schedule 1, to remedy any breach by the Grantor of any obligations on it hereunder (including removal of any tree or shrub which could adversely affect the Gas Main) and to access any gas mains of the Grantee on neighbouring land.
3. The right for the Grantee, its officers and servants, and all persons authorised by the Grantee to lay construct use inspect maintain protect repair relay replace renew supplement connect into operate remove or render unusable the Gas Main installed or to be installed in under and along the Easement Strip and to use the same for the transmission, distribution and/or storage of Gas and all other materials connected with the exercise and performance of the functions of the Grantee as authorised by the Order (and whether such Gas or materials are transmitted by the Grantee on its own behalf, or on behalf of other persons) and to erect marker posts (including aerial marker posts) within the Easement Strip and to break up the surface of and excavate so much of the Grantor's Land as is reasonably necessary from time to time for the purpose of exercising the rights granted in this Schedule 1, the person exercising this right causing as little damage as reasonably possible and making good to the reasonable satisfaction of the Grantor at the sole cost of the person exercising such right any damage caused to the Grantor's Land.
4. The full right of shelter protection and vertical and lateral support for the benefit of the Gas Main from the Grantor's Land.

SCHEDULE 2
Grantee's covenants

1. When exercising the Rights to take reasonable precautions to avoid undue obstruction to or interference with the user of the Grantor's Land.
2. Insofar as it is reasonably practicable and insofar as the works to the Gas Main relate to the laying, maintenance, repair or renewal of the Gas Main below ground, to make good and restore the surface of the Grantor's Land to its state and condition as at the date of the commencement of such works to the reasonable satisfaction of the Grantor.
3. So far as is reasonably practicable and for so long as the Gas Main is used for or in connection with the transmission storage or distribution of gas, to keep the Gas Main in a proper state of repair and condition and upon abandonment of the whole or any part of the Gas Main to render the same permanently safe.
4. To keep the Grantor indemnified against all actions or claims which may be brought or made against the Grantor by reason of:
 - (a) any default or neglect on the part of the Grantee in the exercise of the Rights hereby granted;
 - (b) any failure to keep the Gas Main in a proper state of repair and condition, or by reason of any (if any) abandonment of the Gas Main or any escape of Gas;
 - (c) any accidental bodily injury, or any accidental loss or damage to property and/or livestock where such injury or damage is caused by any defect in the Gas Main or any failure of the Grantee's obligations set out in this Deed

EXCEPT the Grantee shall be relieved of the indemnity where such action or claim arises by virtue of any act, neglect or default on the part of the Grantor or any of his servants or agents

Provided That the Grantor shall as soon as practicable give notice in writing to the Grantee of any such action or claim brought, made or threatened against the Grantor under this paragraph 4 and shall not settle, adjust or compromise such action, claim or demand without the consent of the Grantee and Provided Further that the Grantee may at its own expense settle, adjust, compromise or take over the conduct of any such action or claim in the name

of the Grantor who shall at the expense of the Grantee give such information and assistance as the Grantee may reasonably require

SCHEDULE 3
Grantor's Covenants with the Grantee

1. To permit the Grantee and any other person lawfully claiming through it to peaceably and quietly hold and enjoy the easements, licenses and rights which are granted by this Deed without any interruption or disturbance from or by the Grantor or any person claiming under, through or in trust for the Grantor.
2. Not at anytime to do, permit or suffer to be done anything whereby the cover of soil over or the support of the Gas Main shall be altered or otherwise interfered with.
3. Not to cause, permit or suffer to be done on the Grantor's Land anything that may be or may be likely to cause damage to the Gas Main and to take all reasonable precautions to prevent any such damage.
4. Not without the prior written consent of the Grantee to make, permit or suffer to be made any alteration to or deposit upon nor carry out any development upon any part of the Grantor's Land so as to interfere with or obstruct the access to the Gas Main or render access thereto more difficult or expensive.
5. Not to cause, permit or suffer the erection or installation of any wall, building, wall structure or apparatus or any tree or shrub to grow in through upon or over the Easement Strip provided that nothing in this paragraph shall prevent the Grantor with the prior written consent and under the supervision of the Grantee from installing pipes, wires, drains or cables or constructing roads, footpaths or car parks or carrying on normal agricultural operations including fencing, hedging and ditching provided that the effects of such works do not cause any interference or obstruction to the rights of the Grantee or a material reduction in the depth of soil above the Gas Main.
6. Not to adversely affect the free flow and passage of Gas or means of communication along or through the Gas Main.

SCHEDULE 4

Description of unregistered lands: **[DN- TBC WHEN TITLE IS SUPPLIED]**

Tenure:

Documents under which the Grantor's Lands are held or which are relevant to the Grantor's Lands and/or the title of the Grantor

[Insert List]

SCHEDULE 5

(Compensation in respect of restrictions on certain development)

1. The parties, acting in good faith and using all reasonable endeavours and expeditiously shall seek to agree how best to accommodate any development proposed by the Grantor on land subject to this Deed and adjacent land owned by him. Accordingly, if at any time:-

- 1.1 permission (otherwise than by a development order) is granted under Part 3 of the Planning Act (Northern Ireland) 2011 for development which consists of or includes building operations which the Grantor is prevented from carrying out by the covenants on the part of the Grantor under this deed or the Grantor can demonstrate that but for the Gas Main such permission might reasonably have been expected to be granted, and

- 1.2 the Grantor cannot reasonably implement the said permission or a variation of such permission of equivalent value, which might reasonably be expected to be granted in another part of the Grantor's Land because of the covenants on the part of the Grantor under this deed, and

- 1.3 the principal amount of compensation which would have been payable in respect of a compulsory acquisition by the Grantee of the Rights, following a notice to treat served on the date of the grant of the said permission exceeds the amount paid to the Grantee under this Deed plus the amount paid by the Grantee under any option agreement related to this Deed (calculated without reference to the prospect of any such operations),

then subject to the provisions of this Clause the Grantee will pay to the Grantor a sum equal to the excess referred to in paragraph 1.3 of this Schedule ("the Excess Payment"). The amount of the Excess Payment shall be such amount as may be agreed between the Grantor and the Grantee or in default of agreement as may be determined by arbitration in accordance with paragraph 1.4. The payment of the compensation shall be made in full and final settlement of all then present and/or future claims for compensation under any and all heads of claim.

- 1.4 Where any dispute shall arise between the parties, relating to the operation of the provisions of these paragraph 1 – 4 (including in particular any dispute relating to compensation) same may be referred on the application of either party to the Lands Tribunal for Northern Ireland whose decision (including as to costs) shall be final and binding on the parties.

2. The Grantor shall give written notice of a claim for an Excess Payment to the Grantee providing such information as the Grantee may reasonably require
3. There will be deducted from the Excess Payment an amount equal to any sum previously so paid in respect of the same land.
4. Any compensation paid by the Grantee to the Grantor, pursuant inter alia to the Land Acquisition and Compensation (NI) Order 1973, shall be deducted from any further or additional compensation payable by the Grantee to the Grantor pursuant to this Schedule 5.
5. Rather than paying compensation referred to in paragraphs 1 to 4 of this Schedule, the Grantee may elect by written notice to the Grantor such notice to be served as soon is as reasonably practicable:
 - 5.1 to carry out at its own cost reinforcement works of protection to the Gas Main enabling the development to be carried out; or
 - 5.2 to divert the Gas Main along a route over the Grantor's Land to be agreed with the Grantor or failing agreement as shall be determined by the provisions of Clause 7 of this deed, and
 - 5.3 in determining the route of any such diversion the Grantee shall expeditiously consider how best to accommodate the development proposed by the Grantor and shall endeavour to work with the Grantor to a solution that maximizes the benefits and minimises the costs of diversion, and
 - 5.4 the Grantor will enter into a supplemental deed of grant of rights with the Grantee either where an Excess Payment is to be paid or the Grantee agrees to lay the said main or pipe in its diverted position in through under upon or over a strip of land of the same width as referred to in the definition of Easement Strip at clause 1.1 of this deed and in both cases the said deed of grant shall be in similar terms to this deed save that no payment shall be payable for the said rights other than loss of crop or other damage caused to the occupier nor shall the said deed of grant contain terms equivalent to Clauses 1 to 6 of this Schedule and the Grantee shall pay the Grantor's reasonable surveyors fees and solicitors costs incurred in such grant, and
 - 5.5 As soon as practicable following the completion of the said deed of grant of rights referred to in paragraph 5.4 of this Schedule the Grantee will relay the Gas Main along the diverted route or if the Grantee elects lay a new main or pipe and all

necessary Gas Main ancillary thereto along the said diverted route and at the further election of the Grantee remove or abandon purge and make safe the original Gas Main making good all damage or injury occasioned to the Grantor's Land in the course thereof or pay compensation for all damage or injury not made good.

was hereunto affixed
in the presence of:

Chair

Chief Executive

EXECUTED as a Deed by)
affixing the Common Seal of)
SGN NATURAL GAS LIMITED)
in the presence of)

Duly authorised by a resolution of the Board
of Directors of the Company pursuant to the
Company's Articles of Association

Report on	Service Improvement Plan - Finance
Date of Meeting	4 July 2018
Reporting Officer	Head of Finance
Contact Officer	P Kerr

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	To provide Members with an update in relation to the Finance Department Service Improvement Plan for 2018/19. .
2.0	Background
2.1	The attached Service Improvement Plan (SIP) shows how the service provided by the Finance Department will contribute to Council's corporate objectives during 2018/19.
2.2	A Finance department SIP was also in place for 2017/18 and a section of the attached SIP details the performance overview for that year.
2.3	The SIP also includes a work plan and action plan for 2018/19 outlining the various actions to be taken by the Department over the current year.
3.0	Main Report
3.1	There are a number of actions and outcomes set out within the attached SIP which will be reported on over the course of 2018/19.
3.2	The SIP also includes details of a number of risks relevant to the Finance Department and details of the mitigation measures in place to control these in the most appropriate way.
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial: All matters, with the exception of the replacement of the financial accounting application, have been provided for within 2018/19 budgets. In the medium to longer term, some of the costs associated with the replacement of the application will be funded by the amounts included in the revenue budgets for the support and maintenance of the existing system. However, depending on the technology adopted and the state of the market,

	<p>there may be a modest one-off capital requirement and additional revenue provision on a recurrent basis. Potential costs will be reported to Members in due course.</p>
	<p>Human:</p> <p>Officer time to specify Council requirements in relation to the financial accounting application and ultimately to implement the new system will potentially be a significant distraction for one or more staff members away from their regular duties. This will be planned for and managed appropriately.</p>
	<p>Risk Management:</p> <p>Although replacement of the financial accounting application offers the potential of great benefits to Council, it is an important project, which could present significant challenges and risks to Council in terms of 'business as usual' and ultimately obtaining the best system at an affordable price within a reasonable and controlled timescale. This will be planned for and managed appropriately.</p>
4.2	Screening & Impact Assessments
	<p>Equality & Good Relations Implications:</p> <p>N/A</p>
	<p>Rural Needs Implications:</p> <p>N/A</p>
5.0	Recommendation(s)
5.1	That Members note the contents of the report and recommend to Council that the attached Service Improvement Plan be adopted by Council.
6.0	Documents Attached & References
6.1	Finance Department Service Improvement Plan 2018/19



Finance & Procurement

SERVICE PLAN - 2018 / 19

	Date
Consulted within staff team	14/03/2018
Discussed & signed off by Director	26/06/2018

CONTENT

SECTION	TITLE	PAGE NUMBER
1.0	OVERALL PURPOSE & SCOPE OF THE SERVICE	
1.1	Purpose and scope of the service	
1.2	Responsibilities	
1.3	Customers & Stakeholders	
1.4	Performance Overview in 2017/18	
2.0	SERVICE WORK PLAN - 2018/19	
2.1	Budget - 2018/19	
2.2	Staffing Complement – 2018/19	
2.3	Service Work Plan – 2018/ 19	
3.0	IMPROVING OUR SERVICE AND MANAGING PERFORMANCE - 2018/19	
3.1	Council’s Improvement Objectives and Associated Programs - 2018/19	
3.2	Service Contribution to the Corporate Improvement Objectives	
3.3	Risk Management of Service	

1.0 OVERALL PURPOSE AND SCOPE OF THE SERVICE

1.1. Purpose and Scope of the Service

The Finance department includes the following service areas:-

- Budget setting
- Financial reporting
- Management reporting
- Cash and bank management
- Supplier processing
- Payroll processing
- Income collection
- Treasury management
- Procurement
- Insurance

The finance section has been rationalised to one site in Cookstown with the procurement section remaining in Dungannon.

1.2. The section is specifically responsible for the following functions:

The department is responsible for:

- Budget setting and ensuring that Council has access to sufficient finance to deliver its services and achieve its objectives
- Financial reporting –this includes preparation and submission of annual financial statements and all other legislative reporting requirements
- Facilitating effective budgetary control by delivering meaningful, accurate and timely reporting of financial performance against budget
- Operation of an efficient and effective banking service and associated treasury management
- Operation of an efficient, effective and timely supplier processing service, which is compliant with Council's policies, procedures and other relevant standards, whether set by Council or other legitimate authority.
- Operating an efficient, effective and timely payroll service, which is compliant with all statutory requirements and Council policy
- Securing all major sources of income, e.g. rate income, rate support grant, de-rating grant
- Facilitating efficient, effective and compliant procurement of goods and services

- Ensuring that Council is adequately insured against all reasonable and foreseeable risks in accordance with statutory requirements and Council's risk appetite

1.3 Customers & Stakeholders

Customers & Stakeholders
<ul style="list-style-type: none"> • Those we provide payroll services to – Employees, councillors and independents
<ul style="list-style-type: none"> • Those we pay for goods and services - Suppliers
<ul style="list-style-type: none"> • Those we make grants and contributions to – Recipients of financial support from Council
<ul style="list-style-type: none"> • Those we report to internally – Councillors, Senior Management Team, Heads of Service, etc.
<ul style="list-style-type: none"> • Those we report to/communicate with externally – LG Audit, DfC, HMRC, NILGOSC, funding bodies, public etc.
<ul style="list-style-type: none"> • Those we collaborate with – other councils

1.4 Performance Overview in 2017/18

The following table provides a progress summary and the impact made by last years' Service Plan (2017-2018). It also details key successes, remaining challenges for the Service and how it made a difference.

2017/18 Performance Overview
<ul style="list-style-type: none"> • Re-location of finance staff in Dungannon to Cookstown in new open plan offices
<ul style="list-style-type: none"> • Researched, developed and submitted costed proposal for changes to staffing structure including multi-disciplinary working and associated job descriptions
<ul style="list-style-type: none"> • Payroll - Implementation of payroll consequences of Environment & Property review. Facilitating Council becoming a living wage employer. Continuance of development of efficient working practices, e.g. increased use of electronic timesheets
<ul style="list-style-type: none"> • Continued working with Business Support to ensure that customers can transact in a "one stop shop" fashion re all payments and alignment of cash handling and lodgement procedures by reception staff at main Council offices.
<ul style="list-style-type: none"> • Implementation of e-ordering functionality within financial application, which includes auto clearing and manual clearing routine for e-ordering invoices
<ul style="list-style-type: none"> • Identification of duplicate / triplicate supplier ledger accounts from the 3 legacy councils and merging of same resulting in one supplier account per supplier in the creditors ledger.
<ul style="list-style-type: none"> • Budget setting process – Substantially improved engagement with Directors/Heads of services at the key budget milestones.
<ul style="list-style-type: none"> • Centralisation of financial budgets for the following areas: building maintenance, grounds maintenance, vehicle costs, property security, Organisational Development employment costs, photocopying, and print cartridges.

<ul style="list-style-type: none"> Engaged with SMT and budget holders to rationalise, agree and implement analysis codes to be used for monthly Financial Report, which supports budgetary control within service areas
<ul style="list-style-type: none"> Engaged with SMT and budget holders to review and rationalise all financial department and detail codes with all identified deletions and amalgamations implemented
<ul style="list-style-type: none"> Extended E-ordering functionality throughout Council service areas – all departments now trained to use E-Purchasing module within financial system. User manual developed providing step-by-step instruction for use of E-Purchasing module. Procurement staff assisting departments with E-Purchasing queries re delivery and clearing.

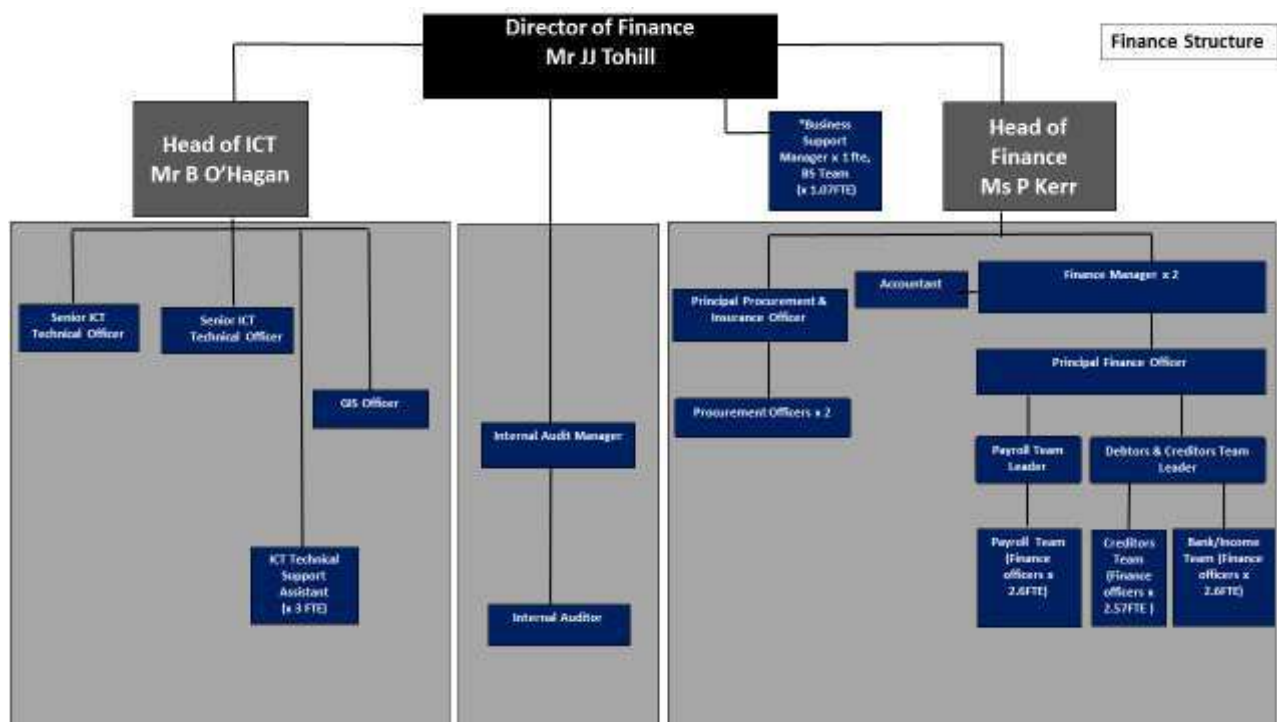
2.0 SERVICE WORKPLAN 2018/19

The following tables confirm the resources, financial and people, which the Service has access to throughout 2018-19 to deliver its actions, activities and core business.

2.1 Budget 2018/19

Service Budget Headings	£
Staffing costs	670,406
Insurance	636,405
Other	54,013
Capital financing	4,430,850
External interest	301,833
Gross Budget	6,093,507
Income	0
Net Budget for 2018/19	6,093,507

2.2 Staffing Complement - 2018/19



Staffing	No. of Staff
Head of Service	1
Managers	2
Officers / Team Leaders	7
Remaining Team	7.77
Total	17.77

SERVICE WORK PLAN

2.3 Service Work Plan - 2018/19

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 1.1 Economic Growth - We prosper in a stronger & more competitive economy</i>	<i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i> <i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
To maximise efficiency of finance function and to increase, enhance and quicken services provided to stakeholders	Multi-disciplinary team established and populated with all team members appointed and demonstrating capability and experience of working across all transactional functional areas	Statistical baseline data does not exist. However, currently still operating at transaction processing level in line with legacy council procedures and resource limitations Also, staff undertaking transactional processing type activities currently working to legacy job descriptions –	Establish an effective and efficient multi-disciplinary team environment for transactional processing and other work processes Multi-disciplinary team members able to work effectively across all transactional functional areas Team leaders operating effectively to	• Confirm job descriptions, workflow and monitoring arrangements with Organisational Development department	31 July 2018	HR and P Kerr	Agreed job descriptions, workflow and monitoring arrangements
				• Matching and recruitment exercises completed	31 July 2018	HR and P Kerr	Team members and leaders appointed
				• Implement rotation schedule to ensure all team members are competent and experienced in all transactional functional areas	Immediately upon staff acceptance of matching/appointment into positions within multi-disciplinary team and team leaders	Team leaders/ Team member	Ongoing rotation of team members through transactional functional activities according to planned rotation schedule
				• Initiate ongoing completion and review of monitoring forms	Within 1 month of implementation of rotation schedule	Team Leaders	Completed monitoring forms evidencing progression towards attainment

		<p>differing roles and responsibilities</p>	<p>lead and manage multi-disciplinary teams</p>	<ul style="list-style-type: none"> • Initiate ongoing performance management processes to support staff, identify training requirements and ensure effective and efficient service delivery • Agree L & D plan with timescales for each: <ul style="list-style-type: none"> • Team leader regarding new skills to be acquired to facilitate multi-disciplinary working and new tasks that will be transferred to them; and • Team members regarding new skills to be acquired to facilitate multi-disciplinary working 	<p>Immediately upon staff acceptance of matching into positions within multi-disciplinary team and team leaders</p> <p>Immediately upon initiation of performance management processes</p>	<p>Principal Finance Officer</p> <p>Principal Finance Officer</p>	<p>of objective and affording potential for evidence based amendments</p> <p>Functioning performance management culture</p> <p>Agreed L & D plan</p>
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Link to Community Plan Theme:		Corporate Plan Theme					
CMP 1.1 Economic Growth - We prosper in a stronger & more competitive economy		CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money					
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
To maximise efficiency of finance function and to increase, enhance and quicken services provided to stakeholders	Documented MUDC standing financial instructions and financial operating procedures in place	Majority of financial operating procedures are undocumented legacy procedures. Standing financial instructions included within Council Constitution but require review.	Agreed documented standing financial instructions and financial operating procedures in place for all transactional functional areas	• Research and confirm methodology to be used for the documentation of standing financial instructions and operating procedures	31/07/18	P Kerr	Agreed methodology established
				• Document scope and range of standing financial instructions and operating procedures to be documented	31/07/18	P Kerr	Scope of work established
				• Prioritise order of standing financial instructions and operating procedures to be documented and establish agreed timescale for documentation of all standing financial instructions and operating procedures	31/08/18	P Kerr	Agreed priority areas plan with timelines
				• Documentation of standing financial instructions and operating procedures per agreed plan	31/03/19	Principal Finance Officer and Team Leaders	Documented procedures

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 1.1 Economic Growth - We prosper in a stronger & more competitive economy</i>	<i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
Merging of 3 weekly payrolls	Weekly payrolls merged and operational	Operating 3 separate weekly payrolls within the Total system	Operating 1 inclusive weekly payroll within the Total system	• Project plan agreed with Total Mobile	30/7/18	A Hogg	Agreed plan with milestones
				• Project work, testing and Implementation completed	30/9/18	A Hogg	Single weekly payroll operational

<i>CMP 1.1 Economic Growth - We prosper in a stronger & more</i>	<i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
Budget setting – improvement in process to ensure Rate struck and budgets agreed by prescribed date and with improved engagement with budget holders, SMT and Members throughout the process		2018/19 Budget build streamlined coding structure and introduced costing ledger to provide supplementary analysis, where appropriate	Clearly understood process with agreed timelines and SMART objectives Timely and accurate contributions from all relevant parties	• Feedback on 2018/19 budget process	31/7/18	M Canning/A Hogg	Clear understanding of good and bad of current process
				• Process and timetable agreed for 2019/20	31/8/18	M Canning/A Hogg	Agreed timelines with SMART objectives
				• Regular co-ordination/liaison with SMT re 'high level' budget build	Ongoing	JJ Tohill	Confirmation that 'high level' budget build is 'in sync' with 'detailed' budget build

			Early presentation of accurate budgetary information for consideration by SMT and Members	<ul style="list-style-type: none"> Early identification of potential budget outturn for discussion by SMT and Members 	30/11/18	JJ Tohill	Greater opportunity for officers and Members to consider issues and options in relation to 2019/20 budget
			Agreed budget struck by 'relevant date' of 15/02/19	<ul style="list-style-type: none"> Accurate and prompt adjustment of draft budget to incorporate additional information and potential alternative service delivery methods and timely reporting of same to SMT and Members 	Ongoing	JJ Tohill	Budget struck by 15/02/19
				<ul style="list-style-type: none"> Budget struck by 15/02/19 	15/02/19	JJ Tohill	

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 1.1 Economic Growth - We prosper in a stronger & more</i>	<i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
Financial reporting improvements	New reports and enquiries developed and existing reports reviewed	Users outside of finance have access to user-defined reports/enquiries but no bespoke reports/enquiries in place.	Bespoke reports/enquiries in place tailored to key users' needs with existing reports/enquiries	Development of bespoke capital report	30/06/18	M Canning	Capital report agreed with Mark Kelso
				Development of bespoke costing ledger reports and enquiries	30/09/18	M Canning	Costing ledger reports and enquiries agreed with key users

	Advancement of process to specify and make recommendation to Council to procure financial accounting application	TOTAL Mobile have informally indicated that they are in the process of exiting arrangements for support and development of their financial accounting application	updated as required.	<ul style="list-style-type: none"> Review of reports and enquiries available via portal 	31/12/18	M Canning	Reports reviewed and updated where necessary
				<ul style="list-style-type: none"> Development of bespoke payroll reports and enquiries 	30/09/18	A Hogg	Costing ledger reports and enquiries agreed with key users
			Researched and reviewed potential alternative technologies and suppliers	<ul style="list-style-type: none"> Research potential suppliers of financial accounting application to public and private entities 	31/08/18	JJ Tohill	Modern functional financial accounting application which satisfies Council's needs implemented and operational
			Developed appropriate strategy for financial accounting transaction processing and reporting	<ul style="list-style-type: none"> Research pros and cons of alternative technologies to potentially deploy in connection with replacement financial accounting application 	31/08/18	JJ Tohill	
			Prepared appropriate specification for replacement financial accounting application	<ul style="list-style-type: none"> Prepare appropriate technical specification 	31/08/18	P Kerr	
			Procure replacement financial accounting application	<ul style="list-style-type: none"> Consider and evaluate alternative methods of procurement, i.e. tender versus framework and potential for collaboration with other district councils 	31/08/18	JJ Tohill	
			Formulate agreed implementation and testing timetable with SMART objectives	<ul style="list-style-type: none"> Initiate procurement 	31/08/18	P Kerr	
				<ul style="list-style-type: none"> Evaluate proposals 	30/11/18	JJ Tohill	
				<ul style="list-style-type: none"> Make recommendation to Council in relation to award of contract and agree implementation and testing timetable with SMART objectives 	31/12/18	JJ Tohill	

			for migration to new financial reporting application				
			Implement, commission, test and migrate to new financial accounting application				

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 1.1 Economic Growth - We prosper in a stronger & more</i>	<i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
Procurement – review of policies, guidance and templates to ensure aligned with e-ordering	Policies, guidance and templates reviewed and updated where required	Policies, guidance and templates drawn up based on manual ordering system	Policies, guidance and templates aligned with e-ordering	• Review of the procurement policy, guidance and templates	30/09/18	L Ferguson	Procurement policy, guidance and templates aligned with e-ordering
				• Review of the contract register policy, guidance and templates	31/12/18	L Ferguson	Contract register policy, guidance and templates aligned with e-ordering

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 1.1 Economic Growth - We prosper in a stronger & more</i>	<i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i> <i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
Banking services and associated arrangements – retender banking service and cash collection service	Retender banking service and cash collection service	Cash collection service continues on legacy arrangements Banking services continues on previously tendered terms but need to retender	Cash collection and banking services procured compliantly, awarded and operational	• Seek quotations for cash collection service, evaluate and award contract	30/06/18	L Ferguson	Cash collection service procured compliantly, awarded and operational
				• Seek quotations for banking service, evaluate and award contract	31/08/18	P Kerr	Banking service procured compliantly, awarded and operational

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 1.1 Economic Growth - We prosper in a stronger & more</i>	<i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i> <i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
Property valuation – tender property valuation service	Tender property valuation service	Property valuation service commissioned by Framework for fixed asset valuation purposes	Property valuation services procured compliantly, awarded and operational	• Seek tender for property service, evaluate and award contract	30/10/18	T Scullion/P Kerr	Property valuation service procured compliantly, awarded and operational

		Occasional property valuation services procured from LPS – legacy council arrangements					
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3.0 IMPROVING OUR SERVICE AND MANAGING PERFORMANCE

3.1 Annual Improvement Objectives and Associated Programs

The Council has set a number of annual improvement objectives and associated programs (projects and activities) for 2018/19 which aim to bring about improvement. The improvement objectives and key improvement programs, set out Council's contribution to the sustainable Community Plan for the District; against which we can monitor and report progress.

Each Council department provides resources to assist with the improvement activities contained within each improvement project (individual service improvement contribution activity linked to corporate improvement programs can be found in 3.2 of the service plan). The annual improvement objectives also align to the Council's main corporate planning document (Corporate Plan 2015 - 2019), which contains the council's strategic direction and main priorities.

The Council will focus on the following improvement objectives for 2018 to 2019:

- (i) To assist in the growth of the local economy by increasing the number of visitors to our district.
- (ii) To help manage our waste and environment by reducing the amount of waste going to landfill.
- (iii) To improve the accessibility of our services by increasing the number available online.
- (iv) To support people to adopt healthier lifestyles by increasing usage of Council Recreational facilities

We utilise outcome based accountability methodology to manage our performance. This tells us the impact our services are having on communities. Further detailed information relating to Council's improvement objectives, associated activities, outcome indicators, projects and targets is available at www.midulstercouncil.org/Council/Performance (*Mid Ulster Council's Improvement Plan 2017/18 – 2018/19*) or by contacting the Democratic Services Team on 03000 132132.

3.2 Service Contribution to the Corporate Improvement Objectives/Projects

Link to Community Plan Theme:		Corporate Plan Theme						
<i>CMP 1.1 Economic Growth - We prosper in a stronger & more competitive economy</i>		<i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i> <i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i>						
Improvement Plan Objective	Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
					Key Actions	Dates	Owners	Outcome
3.0 To improve the accessibility of our services by increasing the number available online	To continue to lead and facilitate Council's advancement of CIP 3	Progress towards CIP 3 targets and milestones	See CIP 3 baseline (2018/19)	See CIP 3 milestones and targets (2018/19)	<ul style="list-style-type: none"> See CIP 3 milestones and targets (2018/19) 	Ongoing	JJ Tohill	Improved accessibility of services by increased number available online

3.3 RISK MANAGEMENT OF SERVICE

The purpose of risk management is to manage the barriers which prevents the Council from achieving its objectives. This section of the service plan includes space for the Service to input their key risks (in summary form), which have been identified during the business planning process. The Council uses risk management to maximize opportunities and minimize risks. This improves its ability to deliver priorities and improve outcomes. This is why the Council deems it important to link business planning and risk management. Risk Management aims to:

- Help the Council achieve its overall aims and objectives
- Manage the significant risks the Council faces to an acceptable level
- Assist with the decision making process
- Implement the most effective measures to avoid, reduce and control those risks
- Balance risk with opportunity
- Manage risk and internal controls in the most effective way.

This table illustrates the risks identified to deliver the Services business in 2018/19.

Risk Ref Number	Description of Risk	Risk Rating	Mitigation Activity
1.	Fraud, bribery or theft occurring within the Finance & Procurement services	8	<p>Revised job roles and introduction of multi-disciplinary working will enhance existing control environment</p> <p>Introduction of newly acquired fixed asset accounting software will improve controls relating to accounting for capitalised assets</p>
2.	Legacy financial procedures	9	Legacy procedures will be replaced with formally documented Mid Ulster District Council procedures on introduction of multi-disciplinary working
3.	Procurement policies not being followed	9	Review and update of Procurement and Contract Register policies and procedures
4.	Inadequacy of insurance cover	5	Continued monitoring and review of adequacy of existing insurance covers and being alert to implications of Brexit on non-UK insurers
5.	Staff resourcing difficulties	9	<p>Introduction of multi-disciplinary working and recruitment of staff in line with previously agreed structure will eliminate staff resourcing issues.</p> <p>Introduction of formal PDP process and enhancement of team meeting agenda to specifically consider impact of multi-disciplinary working.</p>

6.	Financial failure of banking services provider	7	Take advice from recently appointed Treasury Management adviser (Arlingclose) and effect recommendations in development of counter party list appropriate to Council's risk appetite
7.	Failure to replace financial accounting application with appropriate application	7	Research potential alternatives, develop appropriate service specification and undertake compliant procurement in accordance with predetermined timeline with SMART objectives
8.	Failure to maintain adequate cash balances	7	Further develop existing cash flow projection methodology and link to anticipated capital plan outturn to obtain Council approval to draw down loans in time to maintain liquidity

Rating	Descriptor
16 - 25	Extreme Risk (immediate action required)
10 - 15	High Risk (urgent action required)
7 - 9	Moderate Risk (action required)
1 – 6	Low Risk (keep under review)

Report on	Request to Illuminate Council Property – July 2018
Date of Meeting	Thursday 5 th July 2018
Reporting Officer	P Moffett, Head of Democratic Services
Contact Officer	P Moffett, Head of Democratic Services

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	To consider a request from Pancreatic Cancer UK to mark Pancreatic Cancer Awareness month by lighting up/illuminating council buildings on World Pancreatic Cancer Day - Thursday 15 th November 2018.
2.0	Background
2.1	A representative from Pancreatic Cancer UK, the Community Coordinator for Northern Ireland, has contacted the council requesting that it consider lighting up its buildings to mark World Pancreatic Cancer Day on Thursday 15 th November. This is as part of Pancreatic Cancer Awareness month.
2.2	Pancreatic Cancer UK has requested that the Council support it by lighting up the exterior of its buildings purple as part of its <i>2018 Purple Lights Campaign</i> to raise awareness of this specific type of cancer. Pancreatic Cancer UK research indicates that by 2026 pancreatic cancer will be amongst the top 4 cancers which survival rates still extremely low, with as little as fewer than 7% surviving greater than 5 years. They indicate that early diagnosis is important and greater awareness of the cancer is required.
2.3	The Council has a policy in place on Illuminating/Lighting Up Council properties and requires that Policy & Resources Committee consider requests.
3.0	Main Report
3.1	Request: <ul style="list-style-type: none"> To light up/illuminate the designated properties (Ranfurly House & Visitor Centre, Dungannon; Burnavon Arts & Cultural Centre, Cookstown and; Bridewell, Magherafelt) purple on the evening of Thursday 15th November for Pancreatic Cancer Day as part of the Purple Lights Campaign
3.2	The Council participated in this illumination in 2016 and 2017. No other requests have been received and approved for this date.

4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial: Not applicable
	Human: Not applicable
	Risk Management: Not applicable
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications: Not applicable
	Rural Needs Implications: Not applicable
5.0	Recommendation(s)
5.1	That the Committee approves the request to light up Ranfurly House & Visitor Centre, Dungannon; Burnavon Arts & Cultural Centre, Cookstown and; Bridewell, Magherafelt purple on the evening of Thursday 15 th November for World Pancreatic Cancer Day.
6.0	Documents Attached & References
	Not applicable

Report on	Internal Bi-lingual Signage Mid Ulster District Council Facilities
Date of Meeting	Thursday 5 th July 2018
Reporting Officer	Tony McCance
Contact Officer(s)	Tony McCance, Ursula Mezza, Raymond Lowry

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	To consider draft designs for new Internal bi-lingual signage for Mid Ulster District Council facilities accessed by the Public
2.0	Background
2.1	The Mid Ulster District Council Irish Language Policy was approved and adopted by Council in December 2015.
2.2	Guiding Principle 7 of the Irish Language Policy: <i>Visibility Of Irish</i> , states that Mid Ulster District Council will “devise a phased implementation plan for the erection of English and Irish Internal and external signage on all Mid Ulster District Council owned properties”.
2.3	In compliance with the Council’s adopted Irish Language Policy and in adherence to Guiding Principle 7, the draft internal signage proposals (attached as appendix 1) are now presented to Council for their consideration and for roll out across all Council buildings.
3.0	Main Report
3.1	Draft Internal bi-lingual signage designs for the Burnavon Arts & Cultural Centre and Cookstown Leisure Centre have previously been discussed at the Regional and Minority Language Working Group meetings of 15 th November 2016 and 5 th April 2017.
3.2	The designs proposed for internal bi-lingual signage across all Council facilities are based on the draft signage designs previously discussed and proposed through the Regional and Minority Language Working Group.
3.3	If agreed, the designs for internal bi-lingual signage will pass to the Council’s technical teams for procurement and installation.
3.4	If agreed, the installation of internal facility signage will follow the installation of external facility signage previously adopted by Council.

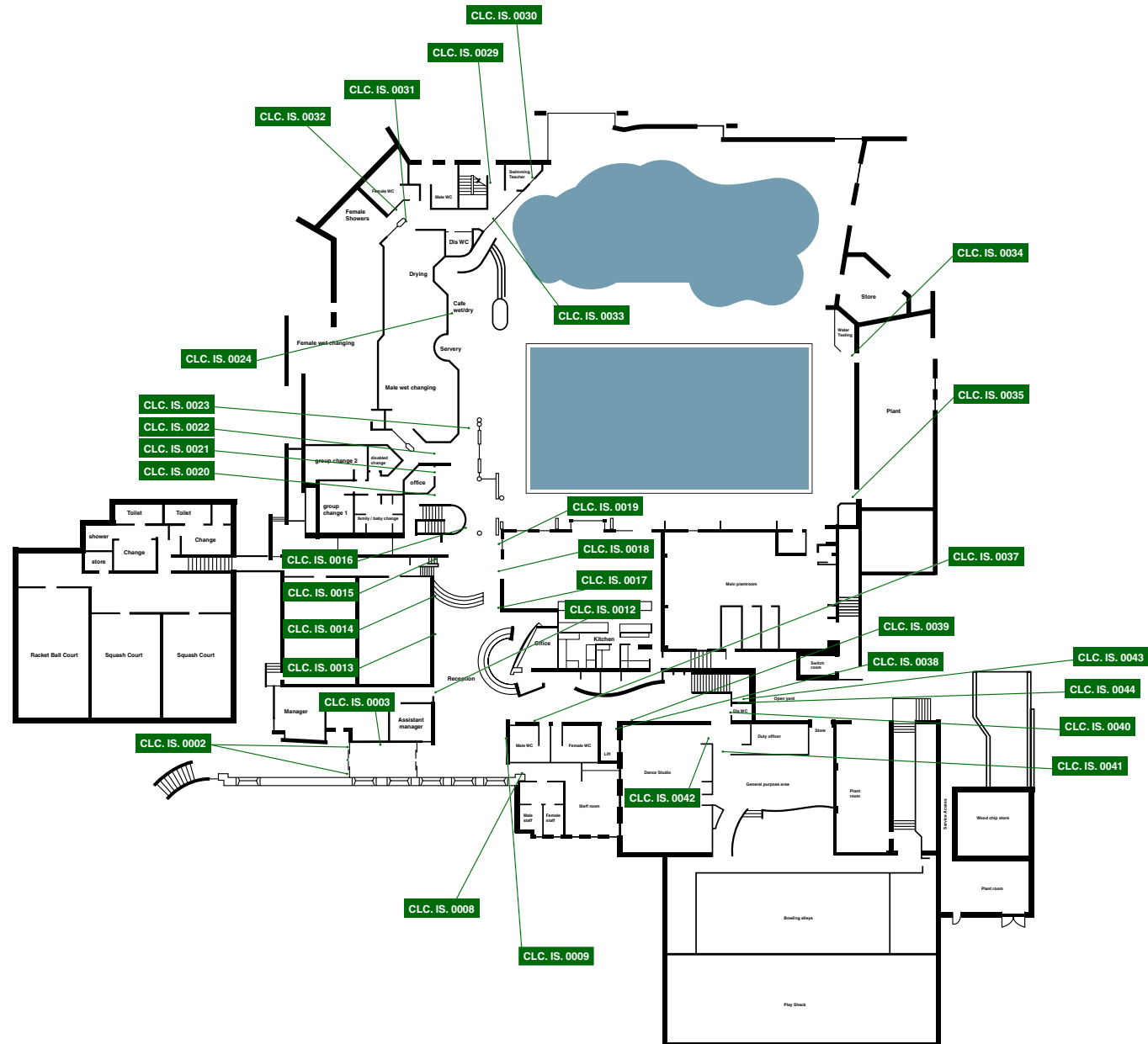
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	<p>Financial:</p> <p>Indicative cost for internal signage per Leisure facility –£4,500</p> <p>Indicative cost for internal signage per Arts and Cultural facility – £1,700</p> <p>Indicative cost for internal signage per Council Office - £1,700</p>
	<p>Human:</p> <p>N/A</p>
	<p>Risk Management:</p> <p>N/A</p>
4.2	Screening & Impact Assessments
	<p>Equality & Good Relations Implications:</p> <p>Equality and Good Relations Implications were considered as part of the development of the Irish Language Policy</p>
	<p>Rural Needs Implications:</p> <p>N/A</p>
5.0	Recommendation(s)
5.1	It is recommended to Members to approve the proposed designs for internal bi-lingual signage within Council facilities
6.0	Documents Attached & References
6.1	Appendix 1 – draft sample internal bi-lingual signage designs

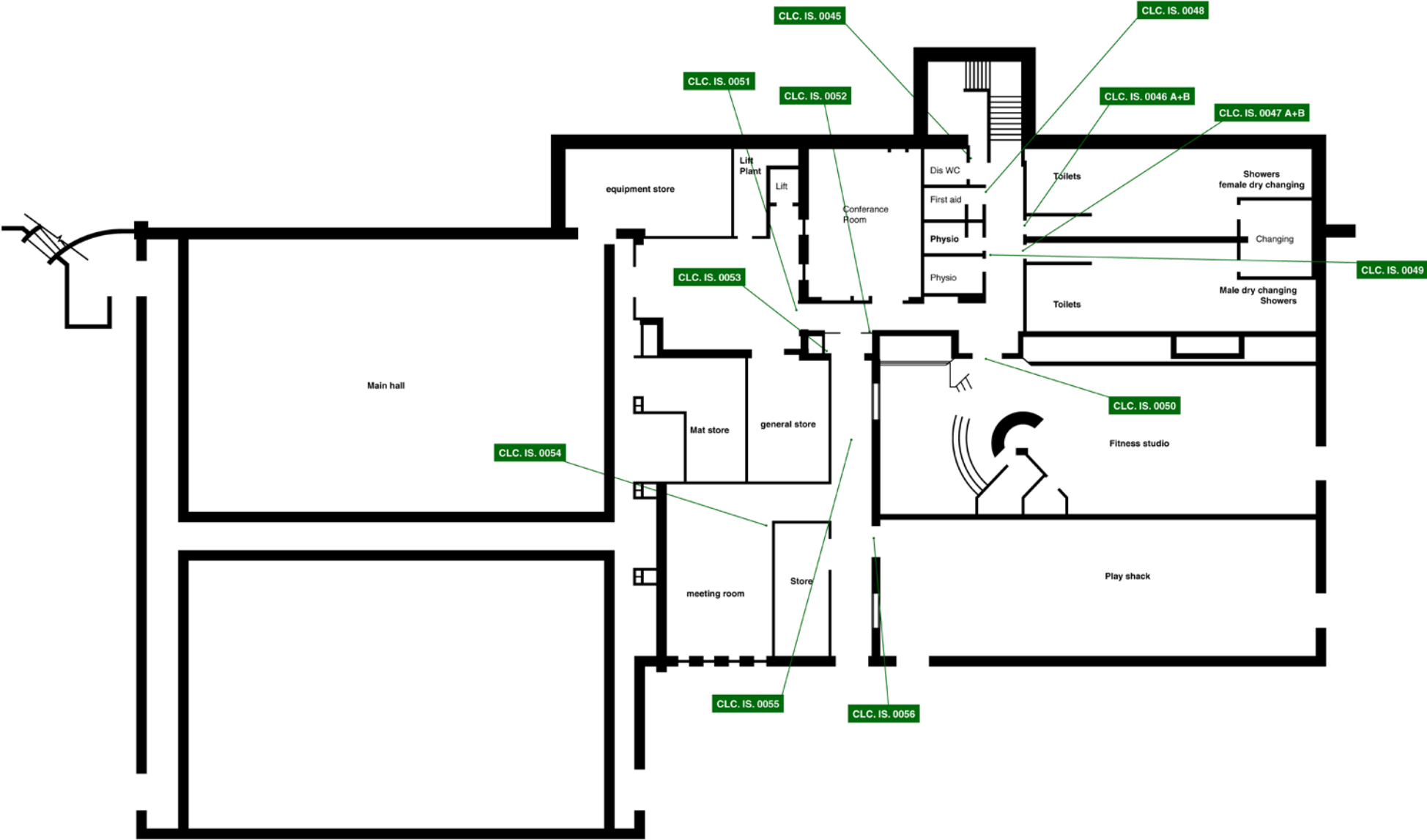


**Ionad Fóillíochta na
Coirre Críochai**

**Cookstown
Leisure Centre**

Internal Signage





Lower Ground Floor



Size Spec

600	Height	600	Width	0	Depth	(mm)
Braille		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

Text Spec

Font 1: Helvetica Regular		Font 2:	
Size:	Points (pt)	Size:	Points (pt)
Leading	Points (pt)	Leading	Points (pt)
X-height	mm	X-height	mm

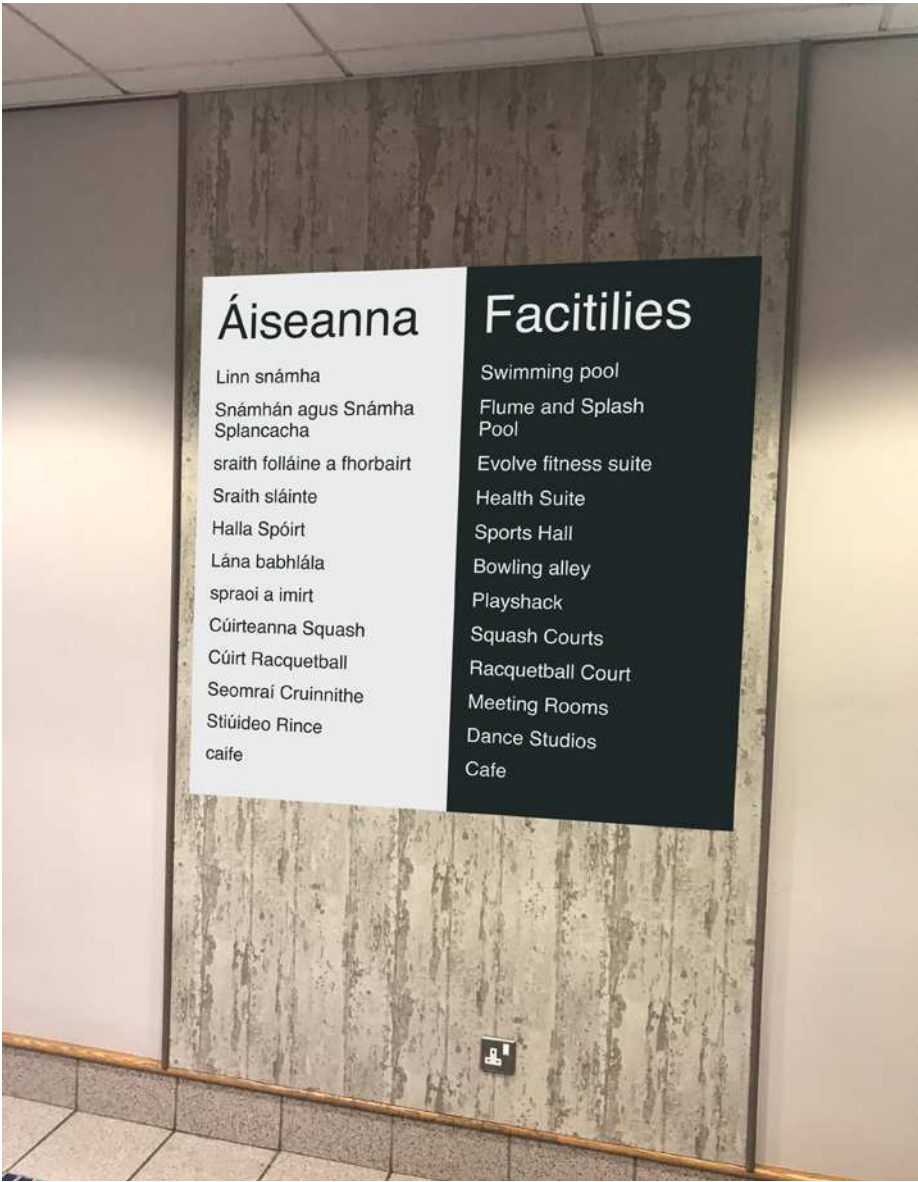
Colour Spec

Colour 1	Colour 2
CMYK Value	
HEX Value	
Pantone (PMS)	
RAL	
Light Reflective Value (LRV)	

Material Spec

Frosted vinyl applied to glass,
Printed vinyl applied to glass

Approved Irish spelling:



Size Spec

1524	Height	1524	Width	0	Depth	(mm)
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Text Spec

Font 1: Helvetica Regular			Font 2: Helvetica Regular		
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Leading	600	Points (pt)	Leading	270	Points (pt)
X-height	75	mm	X-height	30	mm

Colour Spec

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HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

5mm Acrylic panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

300	Height	210	Width	0	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

Text Spec

Font 1: Helvetica Regular			Font 2:		
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Leading	240	Points (pt)	Leading		Points (pt)
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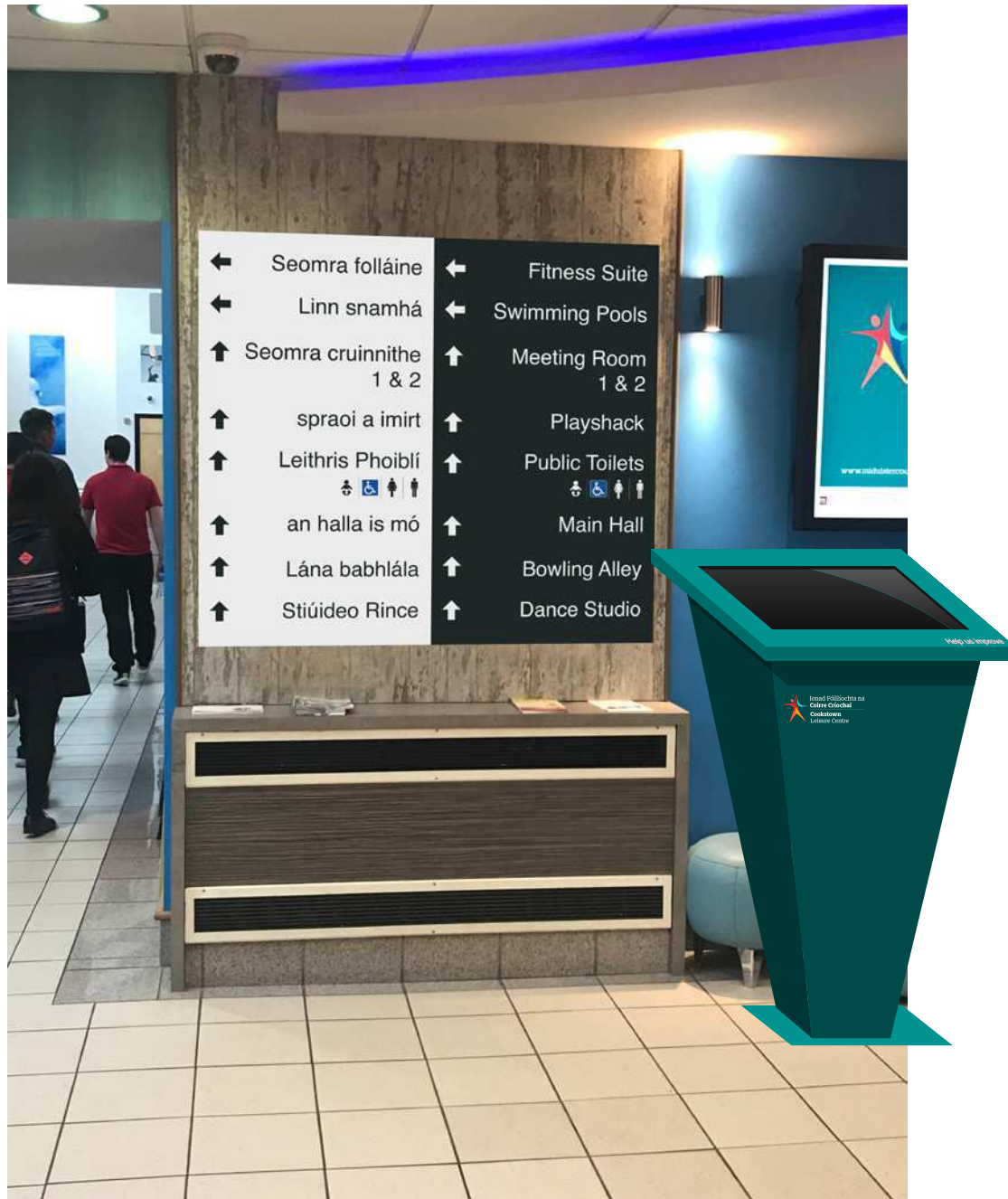
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:

**Size Spec**

1000 Height	1500 Width	0 Depth	(mm)
Braille	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Text Spec

Font 1: Helvetica Regular	Font 2:
Size: 196 Points (pt)	Size: Points (pt)
Leading 389 Points (pt)	Leading Points (pt)
X-height 37 mm	X-height mm

Colour Spec

	Colour 1	Colour 2
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HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

210	Height	300	Width	5	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	105	Points (pt)	Size:		Points (pt)
Leading	215	Points (pt)	Leading		Points (pt)
X-height	20	mm	X-height		mm

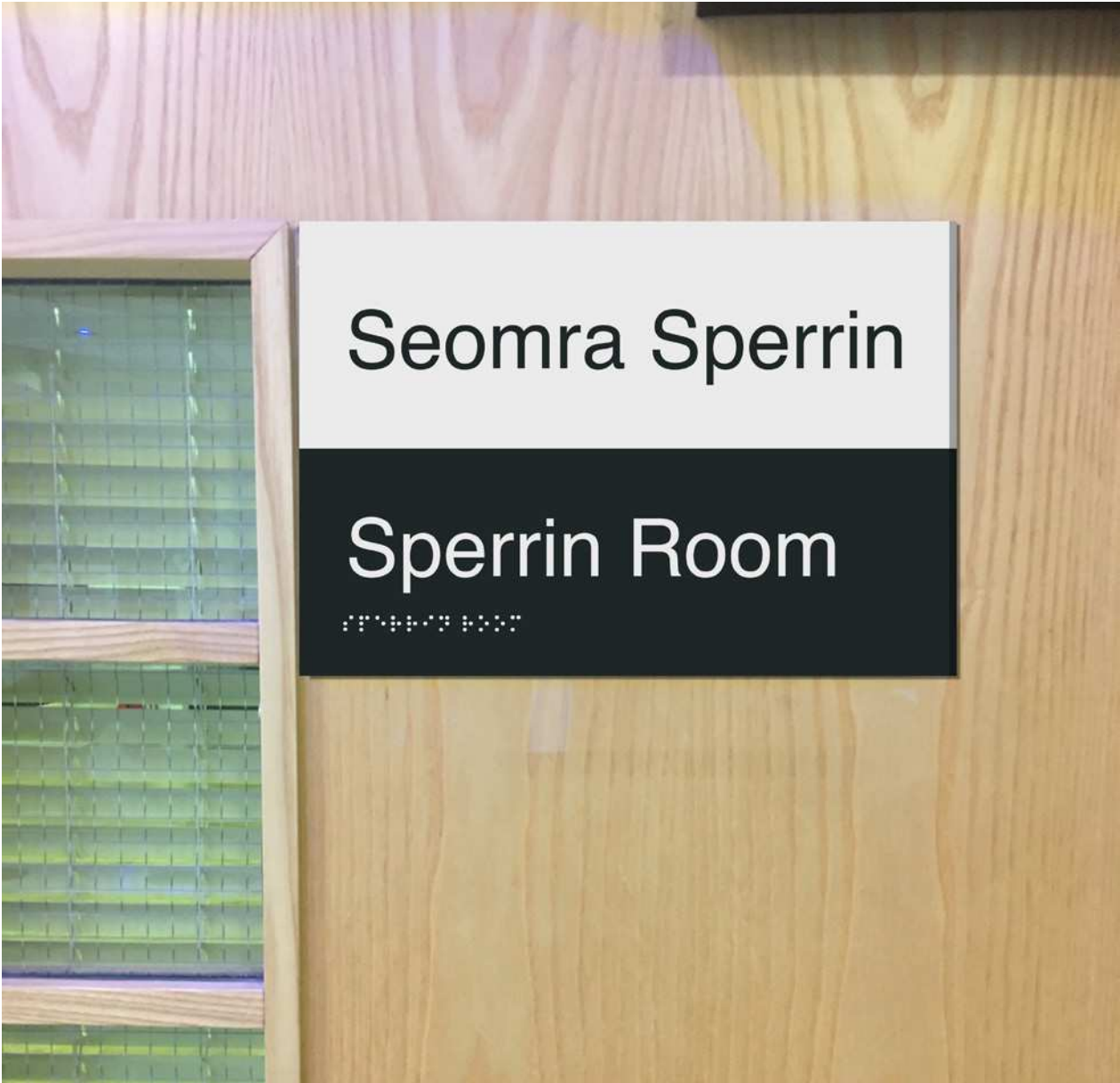
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:



Size Spec

210	Height	300	Width	5	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

Text Spec

Font 1: Helvetica Regular			Font 2:		
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Leading	215	Points (pt)	Leading		Points (pt)
X-height	20	mm	X-height		mm

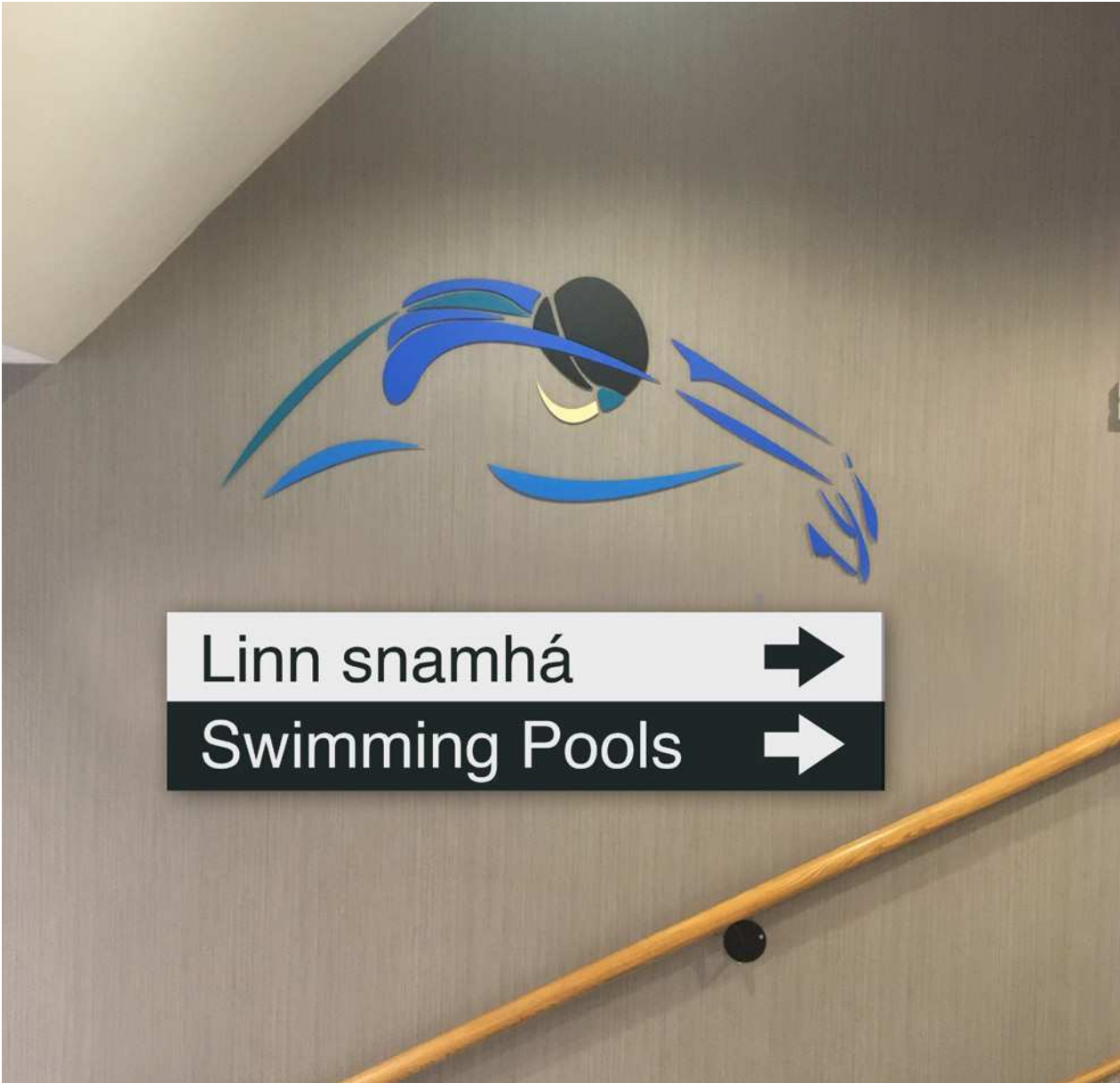
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:



Size Spec

250	Height	1000	Width	5	Depth	(mm)
Braille		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

Text Spec

Font 1: Helvetica Regular			Font 2:		
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Leading	341	Points (pt)	Leading		Points (pt)
X-height	50	mm	X-height		mm

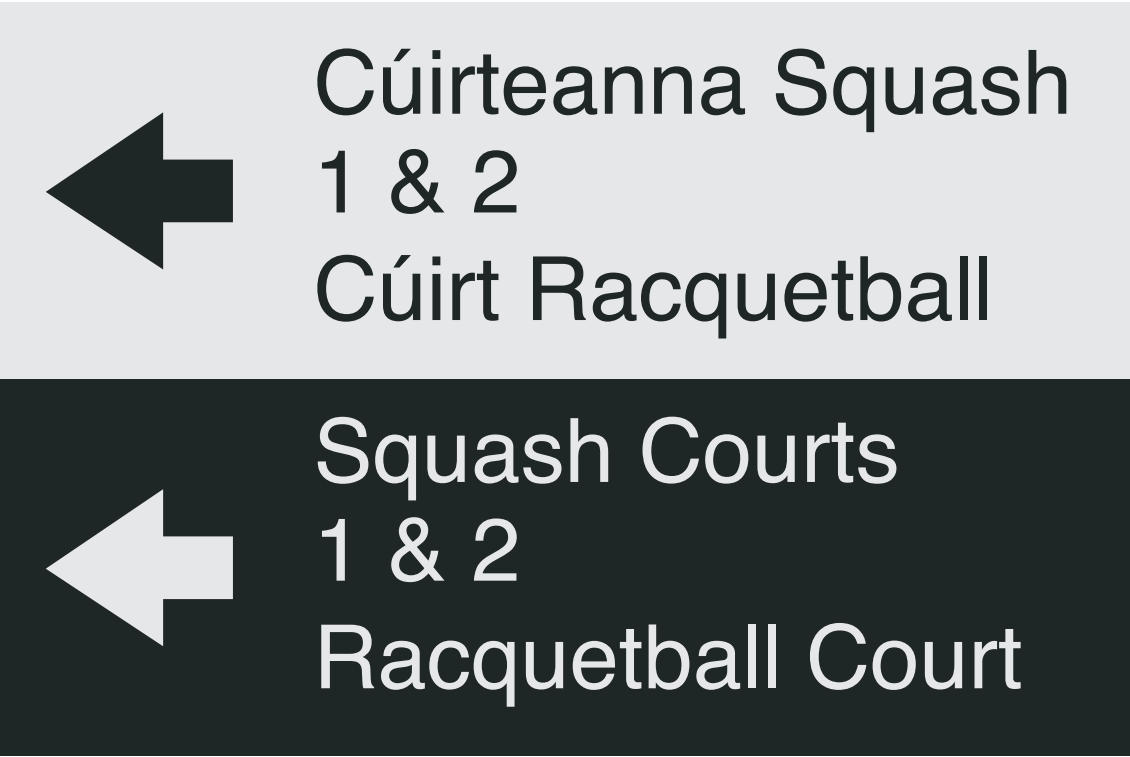
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

400	Height	600	Width	5	Depth	(mm)
Braille		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	133	Points (pt)	Size:		Points (pt)
Leading	161	Points (pt)	Leading		Points (pt)
X-height	26	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
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HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

500	Height	1220	Width	5	Depth	(mm)
Braille		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	285	Points (pt)	Size:		Points (pt)
Leading	298	Points (pt)	Leading		Points (pt)
X-height	53	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:

**Size Spec**

Height	Width	5	Depth	(mm)
Braille	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	

Text Spec

Font 1:		Font 2:	
Size:	Points (pt)	Size:	Points (pt)
Leading	Points (pt)	Leading	Points (pt)
X-height	mm	X-height	mm

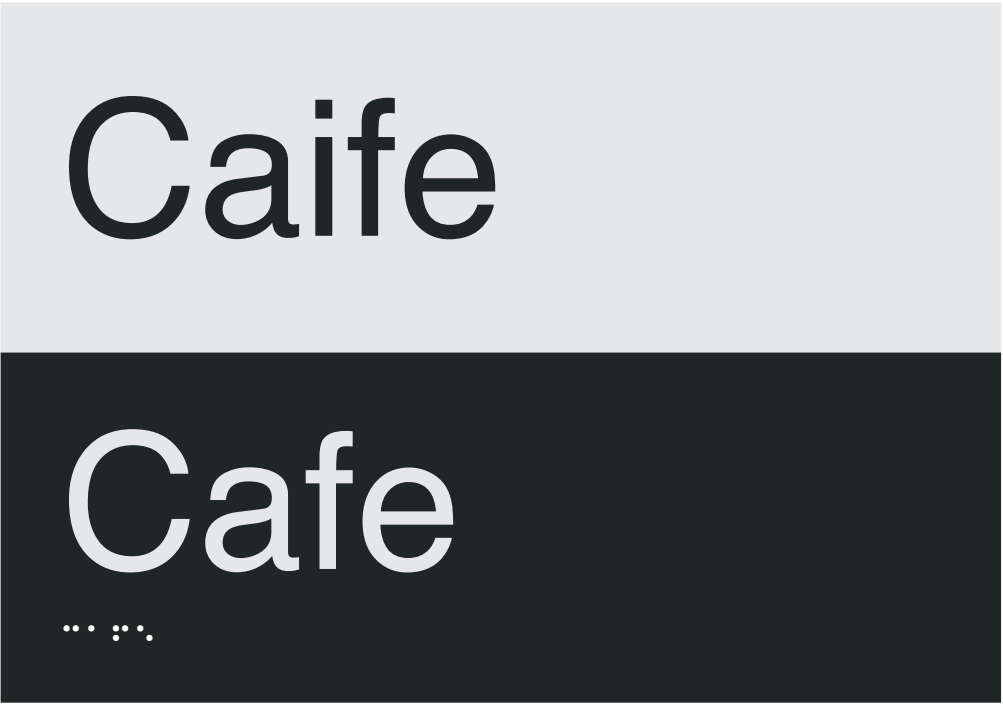
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Refresh Logo
- Raised foam-cut letters adhered to
brushed silver panel

Approved Irish spelling:



Size Spec

210	Height	300	Width	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	161	Points (pt)	Size:	Points (pt)	
Leading	175	Points (pt)	Leading	Points (pt)	
X-height	30	mm	X-height	mm	

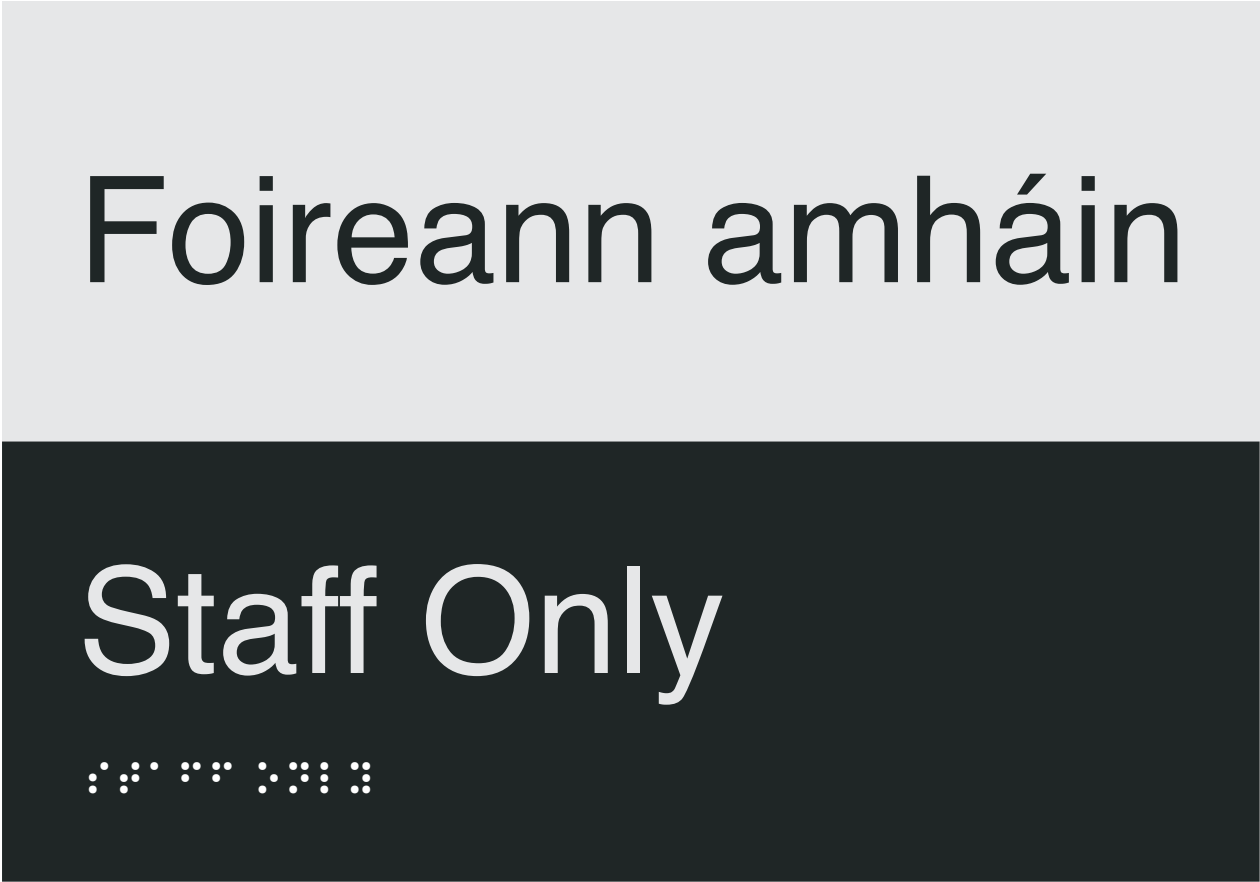
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:



Size Spec

210	Height	300	Width	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	100	Points (pt)	Size:	Points (pt)	
Leading	108	Points (pt)	Leading	Points (pt)	
X-height	18	mm	X-height	mm	

Colour Spec

		Colour 1	Colour 2		
CMYK Value		C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69		
HEX Value		#e6e7e8	#1e2727		
Pantone (PMS)		Pantone 663C	Pantone 447CP		
RAL		RAL9003	RAL9011		
Light Reflective Value (LRV)		83	2		

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:

Size Spec

210	Height	300	Width	Depth	(mm)
	Braille	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	84	Points (pt)	Size:		Points (pt)
Leading	186	Points (pt)	Leading		Points (pt)
X-height	15	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:



Pobail ghníomhacha Snámh cóiste

Active Communities Swim Coach

[illegible]

Size Spec

210	Height	300	Width	Depth	(mm)
	Braille	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

Text Spec

Font 1: Helvetica Regular			Font 2:	
Size:	84	Points (pt)	Size:	Points (pt)
Leading	186	Points (pt)	Leading	Points (pt)
X-height	15	mm	X-height	mm

Colour Spec

Colour Spec	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:

Limistéar atá ag athrú snámha

Pool Changing Area

Pool Changing Area

Size Spec

210	Height	300	Width	Depth	(mm)
	Braille	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	84	Points (pt)	Size:		Points (pt)
Leading	186	Points (pt)	Leading		Points (pt)
X-height	15	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:



Size Spec

Height	Width	Depth	(mm)
Braille	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Text Spec

Font 1: Helvetica Regular		Font 2:	
Size:	84	Points (pt)	Size: Points (pt)
Leading	186	Points (pt)	Leading Points (pt)
X-height	15	mm	X-height mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

300	Height	1500	Width	Depth	(mm)
	Braille	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

Text Spec

Font 1: Helvetica Regular			Font 2:	
Size:	282	Points (pt)	Size:	Points (pt)
Leading	428	Points (pt)	Leading	Points (pt)
X-height	53	mm	X-height	mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

200	Height	150	Width	Depth	(mm)
		Braille	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	24	Points (pt)	Size:		Points (pt)
Leading	30	Points (pt)	Leading		Points (pt)
X-height	5	mm	X-height		mm

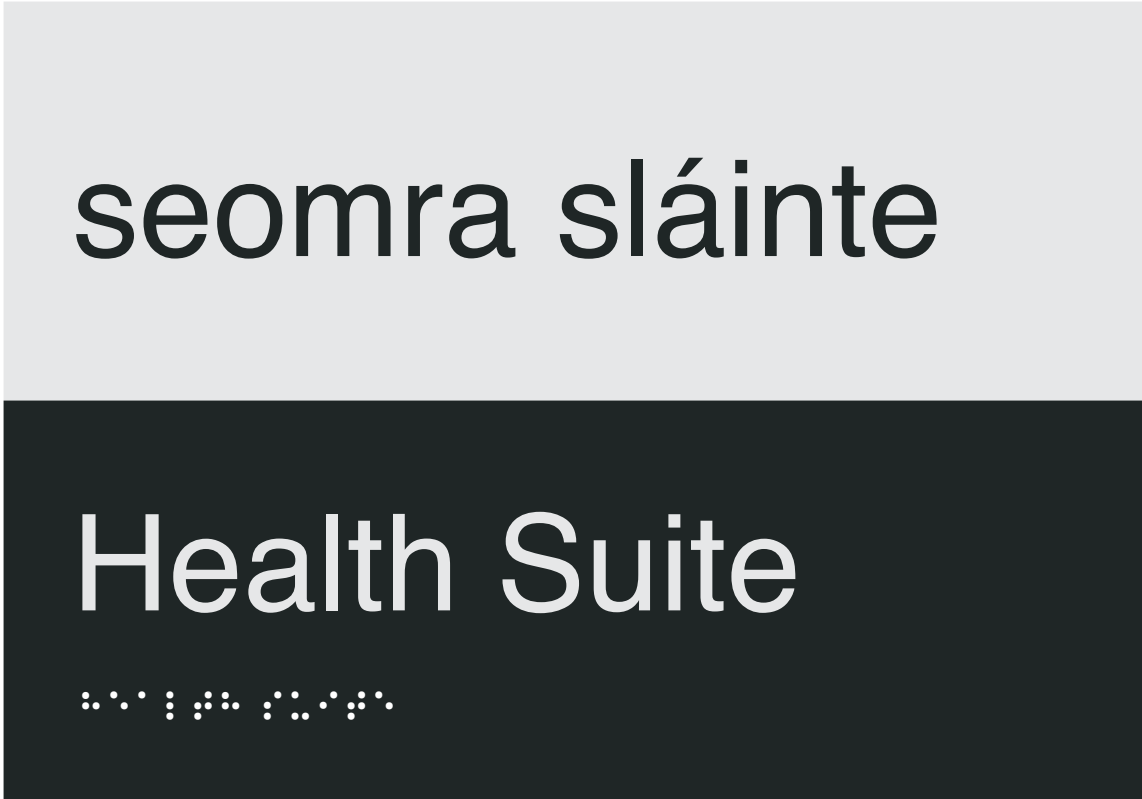
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:



Size Spec

210	Height	300	Width	Depth	(mm)
	Braille	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	100	Points (pt)	Size:		Points (pt)
Leading		Points (pt)	Leading		Points (pt)
X-height	19	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:



Size Spec

250	Height	350	Width	5	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	88	Points (pt)	Size:		Points (pt)
Leading	110	Points (pt)	Leading		Points (pt)
X-height	18	mm	X-height		mm

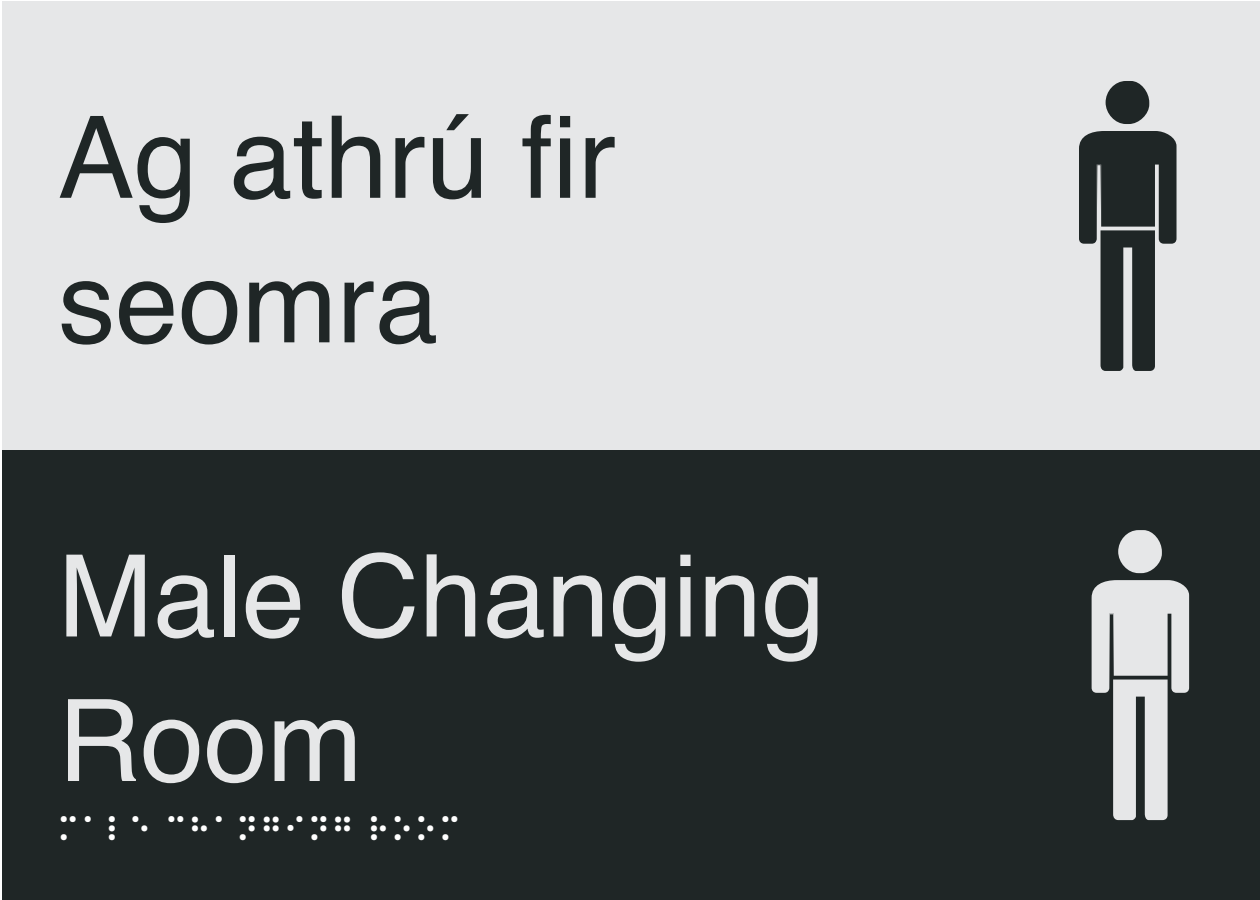
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

5mm Acrylic panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:



Size Spec

210	Height	300	Width	5	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	85	Points (pt)	Size:		Points (pt)
Leading	110	Points (pt)	Leading		Points (pt)
X-height	16	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

5mm Acrylic panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text - Female changing

Approved Irish spelling:



Size Spec

210	Height	300	Width	5	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	85	Points (pt)	Size:		Points (pt)
Leading	110	Points (pt)	Leading		Points (pt)
X-height	16	mm	X-height		mm


Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2


Material Spec

5mm Acrylic panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text - Female changing


Approved Irish spelling:




Athrú grúpa 1 & 2




Athrú Teaghlaigh




Athruithe inrochtana do chathaoireacha rothaí



Group Change 1 & 2



Family Change



Wheelchair Accessible Changing



Size Spec

750	Height	650	Width	5	Depth	(mm)
Braille		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	136	Points (pt)	Size:		Points (pt)
Leading	220	Points (pt)	Leading		Points (pt)
X-height	27	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

5mm Acrylic panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:

Fógra do chustaiméirí
 Lucht féachana Ar bhainc
 linne Go docht Toirmiscthe

Customer notice
 Spectators on pool bank
 strictly prohibited

Size Spec

300	Height	700	Width	5	Depth	(mm)
	Braille	<input type="checkbox"/> Yes			<input checked="" type="checkbox"/> No	

Text Spec

Font 1: Helvetica Regular			Font 2:	
Size:	197	Points (pt)	Size:	Points (pt)
Leading	245	Points (pt)	Leading	Points (pt)
X-height	40	mm	X-height	mm

Colour Spec

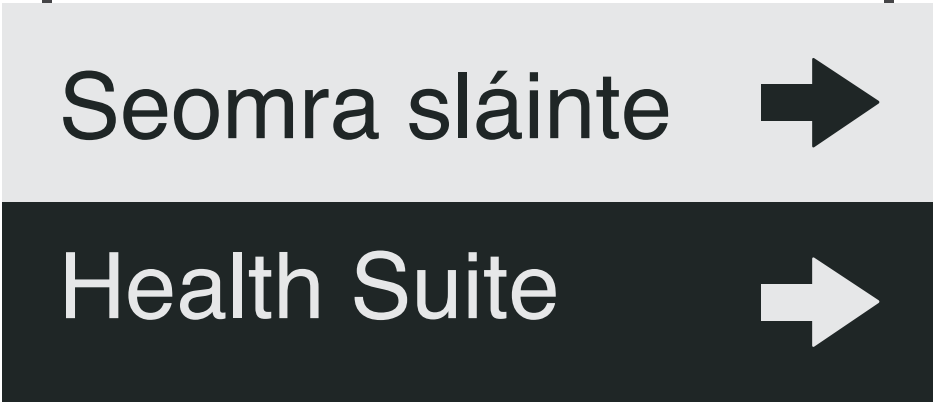
	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:





Size Spec

300	Height	700	Width	5	Depth	(mm)
		Braille	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	197	Points (pt)	Size:		Points (pt)
Leading	245	Points (pt)	Leading		Points (pt)
X-height	40	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

300	Height	210	Width	0	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	85	Points (pt)	Size:		Points (pt)
Leading	240	Points (pt)	Leading		Points (pt)
X-height	16	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille text

Approved Irish spelling:



Size Spec

300	Height	210	Width	0	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	85	Points (pt)	Size:		Points (pt)
Leading	240	Points (pt)	Leading		Points (pt)
X-height	16	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille text

Approved Irish spelling:



Size Spec

1200	Height	550	Width	0	Depth	(mm)
Braille		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	280	Points (pt)	Size:		Points (pt)
Leading	305	Points (pt)	Leading		Points (pt)
X-height	50	mm	X-height		mm

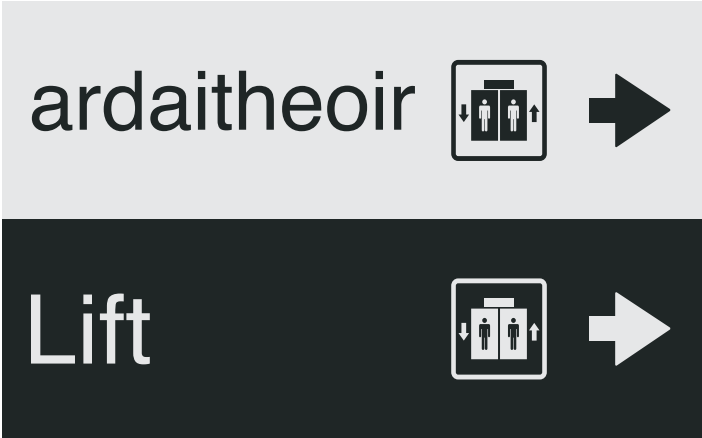
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

250	Height	400	Width	Depth	(mm)
	Braille	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	80	Points (pt)	Size:		Points (pt)
Leading	100	Points (pt)	Leading		Points (pt)
X-height	15	mm	X-height		mm

Colour Spec

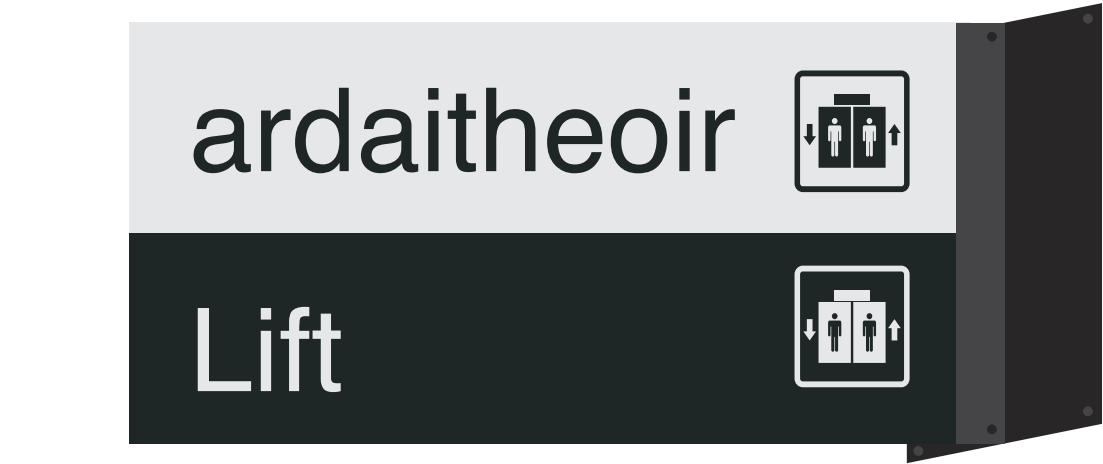
	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:





Size Spec

200	Height	400	Width	Depth	(mm)
	Braille	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

Text Spec

Font 1: Helvetica Regular			Font 2:	
Size:	156	Points (pt)	Size:	Points (pt)
Leading	245	Points (pt)	Leading	Points (pt)
X-height	30	mm	X-height	mm

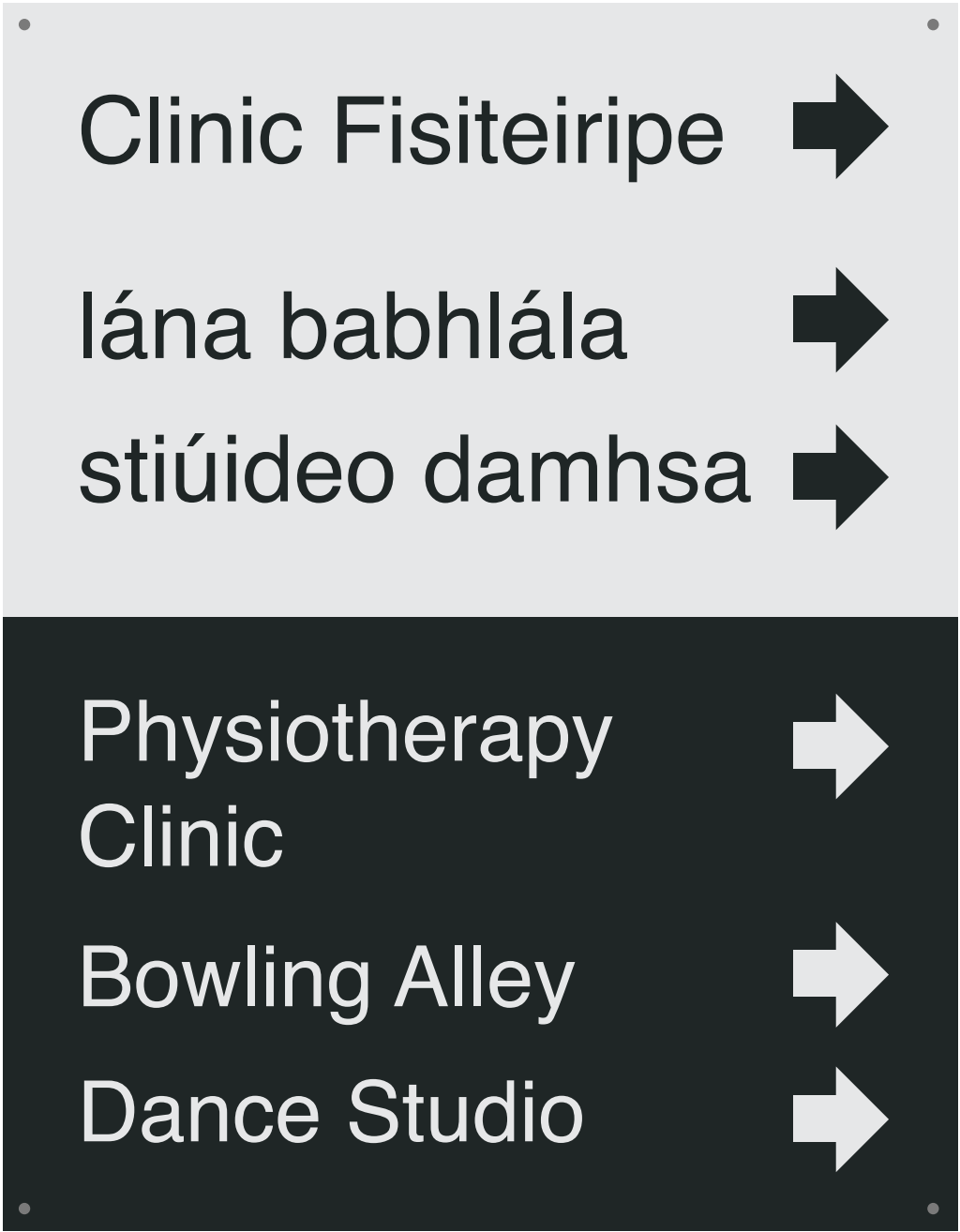
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

200	Height	400	Width	Depth	(mm)
Braille			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	96	Points (pt)	Size:		Points (pt)
Leading	119	Points (pt)	Leading		Points (pt)
X-height	17	mm	X-height		mm

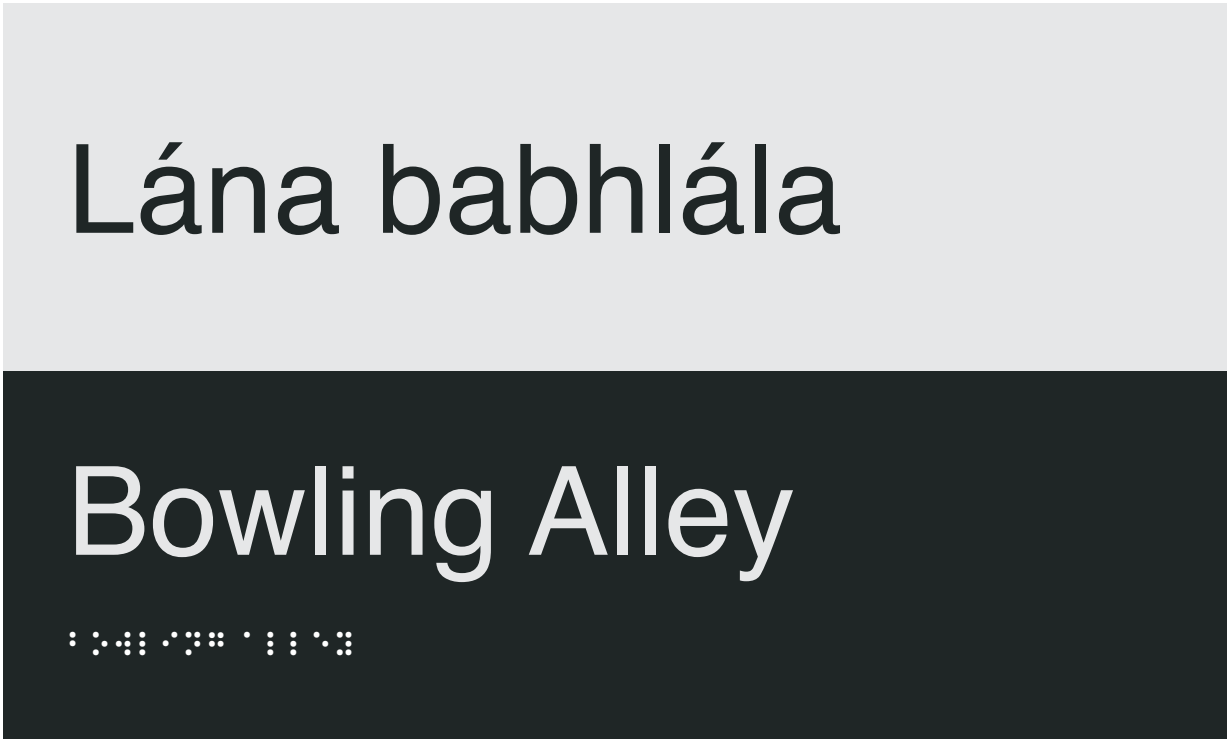
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

210	Height	350	Width	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	100	Points (pt)	Size:	Points (pt)	
Leading	120	Points (pt)	Leading	Points (pt)	
X-height	20	mm	X-height	mm	

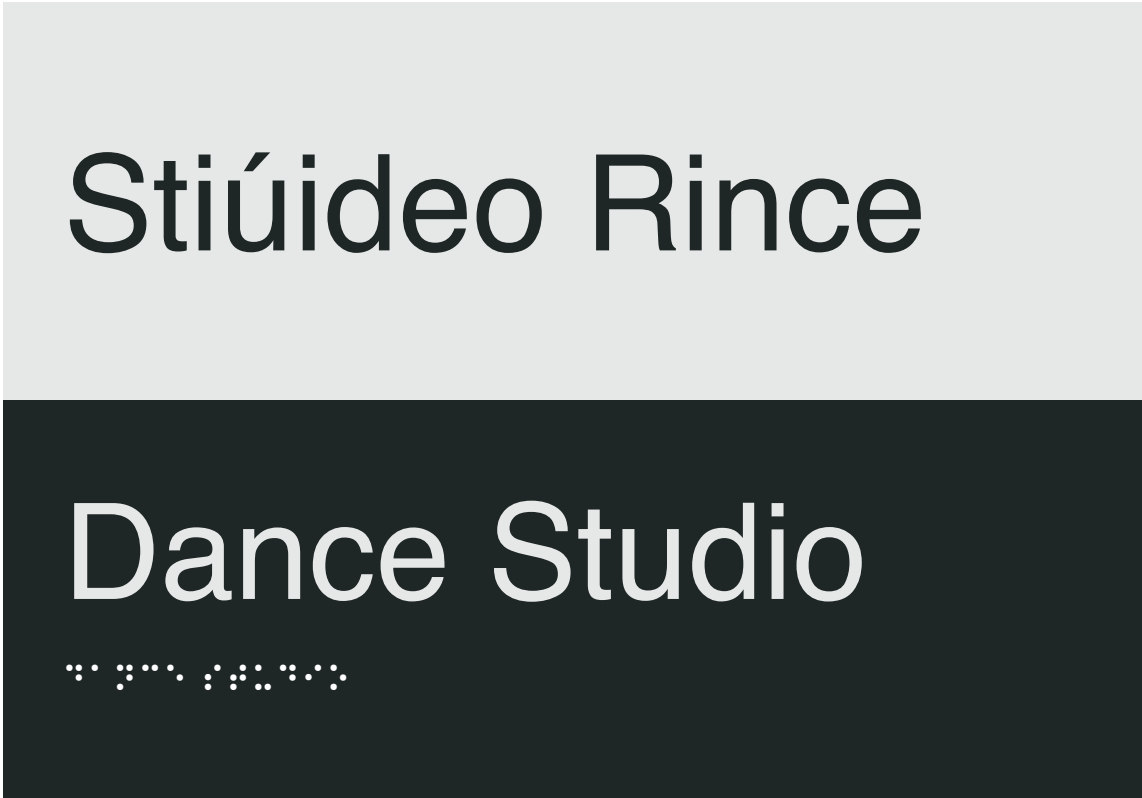
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille text

Approved Irish spelling:



Size Spec

210	Height	300	Width	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	100	Points (pt)	Size:	Points (pt)	
Leading	120	Points (pt)	Leading	Points (pt)	
X-height	20	mm	X-height	mm	

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille text

Approved Irish spelling:



Size Spec

200	Height	150	Width	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

Text Spec

Font 1:		Font 2:	
Size:	Points (pt)	Size:	Points (pt)
Leading	Points (pt)	Leading	Points (pt)
X-height	mm	X-height	mm


Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:



Leithris Phoiblí

Príomh-halla

Seomra cruinnithe
1 & 2


Playshack

Seomra ag athrú

Seomra garchabhrach

Seomra fisio

Seomra folláine



Public Toilets

Main Hall

Meeting Room
1 & 2

Playshack

Changing Rooms

First Aid Room

Physio Room

Fitness Suite

Size Spec

1220	Height	1620	Width	5	Depth	(mm)
Braille		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	210	Points (pt)	Size:		Points (pt)
Leading	358	Points (pt)	Leading		Points (pt)
X-height	40	mm	X-height		mm

Colour Spec

Colour 1		Colour 2	
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69	
HEX Value	#e6e7e8	#1e2727	
Pantone (PMS)	Pantone 663C	Pantone 447CP	
RAL	RAL9003	RAL9011	
Light Reflective Value (LRV)	83	2	

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:

Page 160 of 184

Signage proposal



Size Spec

Height	Width	5	Depth	(mm)
Braille	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	

Text Spec

Font 1:		Font 2:	
Size:	Points (pt)	Size:	Points (pt)
Leading	Points (pt)	Leading	Points (pt)
X-height	mm	X-height	mm

Colour Spec

Colour 1	Colour 2
CMYK Value	
HEX Value	
Pantone (PMS)	
RAL	
Light Reflective Value (LRV)	

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

670	Height	400	Width	5	Depth	(mm)
Braille		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	170	Points (pt)	Size:		Points (pt)
Leading	200	Points (pt)	Leading		Points (pt)
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Colour Spec

	Colour 1	Colour 2
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HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

800	Height	400	Width	5	Depth	(mm)
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Text Spec

Font 1: Helvetica Regular			Font 2:		
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Leading	210	Points (pt)	Leading		Points (pt)
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Colour Spec

	Colour 1	Colour 2
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HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

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UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

1220	Height	1620	Width	5	Depth	(mm)
Braille		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

Text Spec

Font 1: Helvetica Regular			Font 2:		
Size:	210	Points (pt)	Size:		Points (pt)
Leading	358	Points (pt)	Leading		Points (pt)
X-height	40	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

200	Height	150	Width	Depth	(mm)
	Braille	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

Text Spec

Font 1:		Font 2:	
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Leading	Points (pt)	Leading	Points (pt)
X-height	mm	X-height	mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
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UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:



Size Spec

150	Height	250	Width	5	Depth	(mm)
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Text Spec

Font 1: Helvetica Regular			Font 2:		
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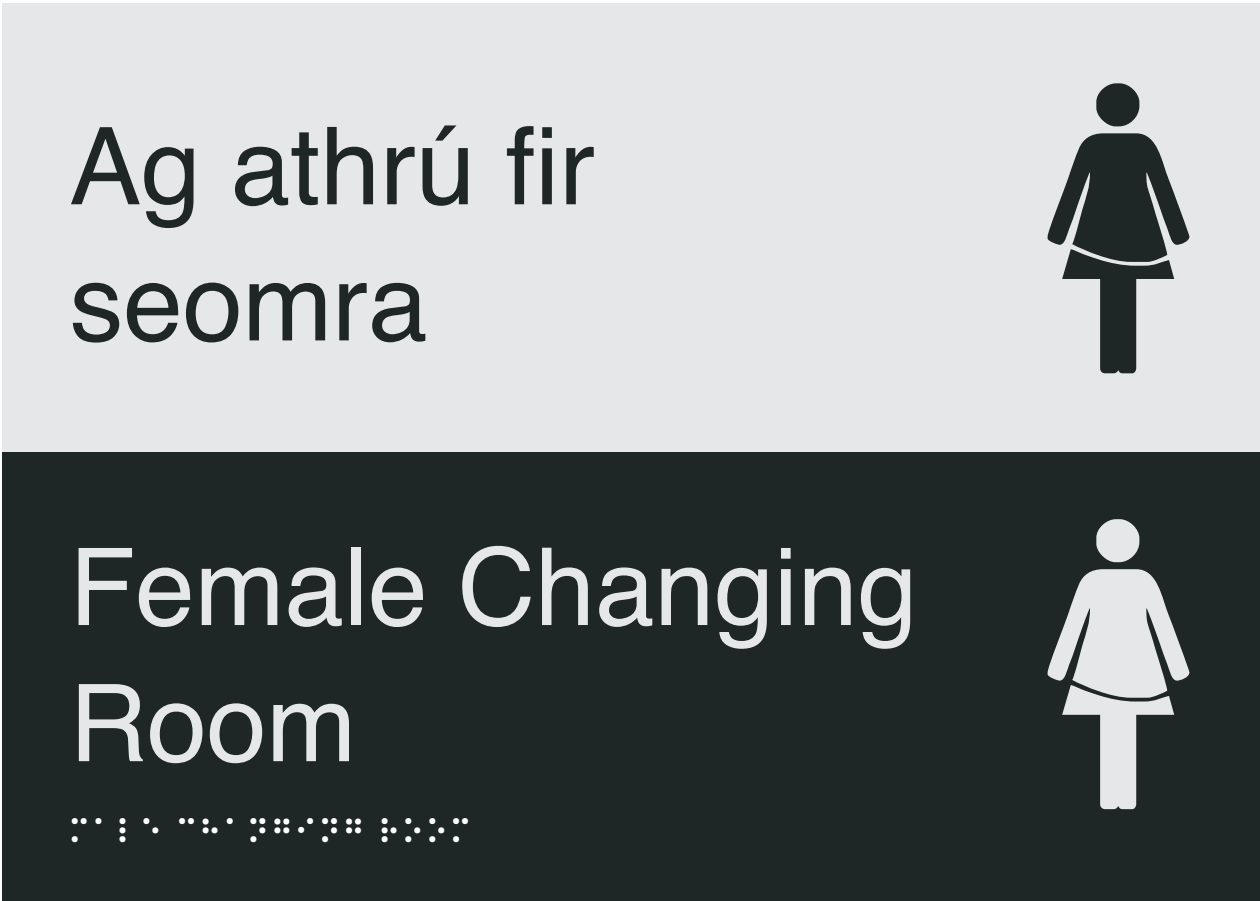
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HEX Value		#e6e7e8	#1e2727
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RAL		RAL9003	RAL9011
Light Reflective Value (LRV)		83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

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Text Spec

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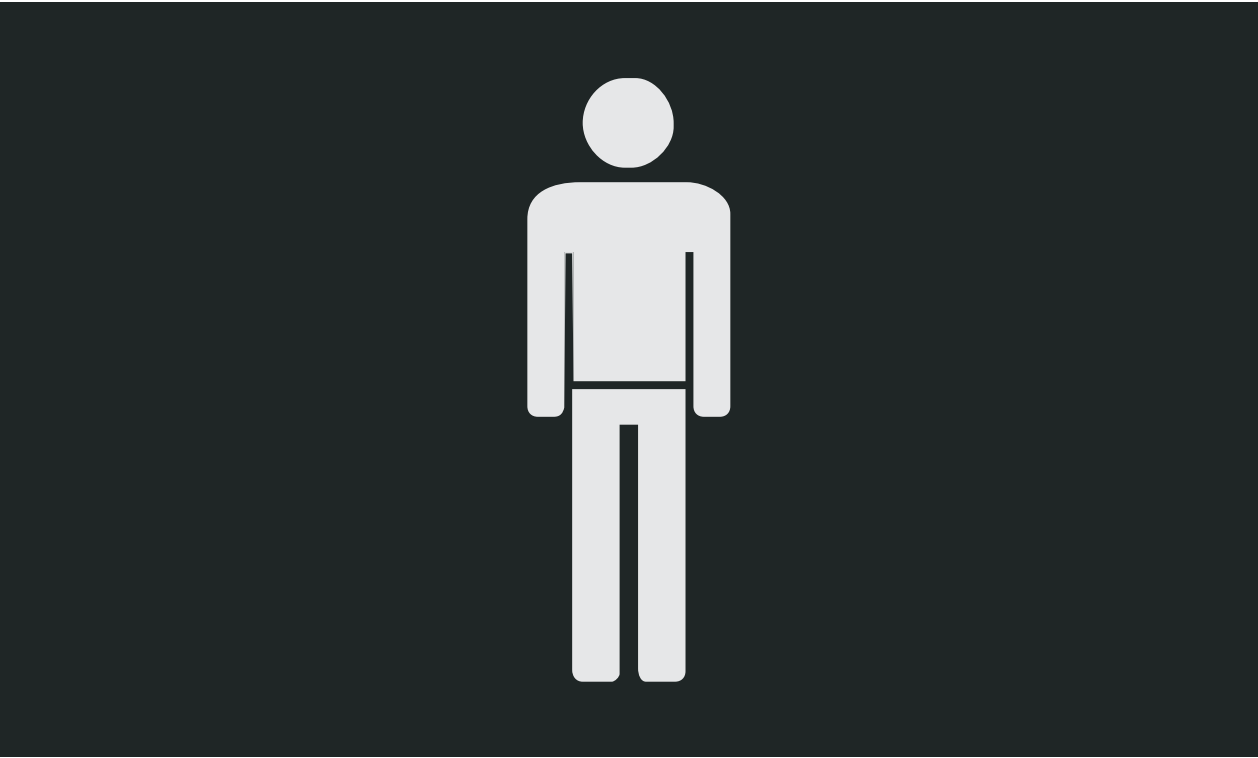
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HEX Value	#e6e7e8	#1e2727
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Size Spec

150	Height	250	Width	5	Depth	(mm)
Braille		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

Text Spec

Font 1: Helvetica Regular			Font 2:		
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Leading	114	Points (pt)	Leading		Points (pt)
X-height	16	mm	X-height		mm

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
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UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

250	Height	350	Width	5	Depth	(mm)
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Text Spec

Font 1: Helvetica Regular			Font 2:		
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Leading	114	Points (pt)	Leading	Points (pt)	
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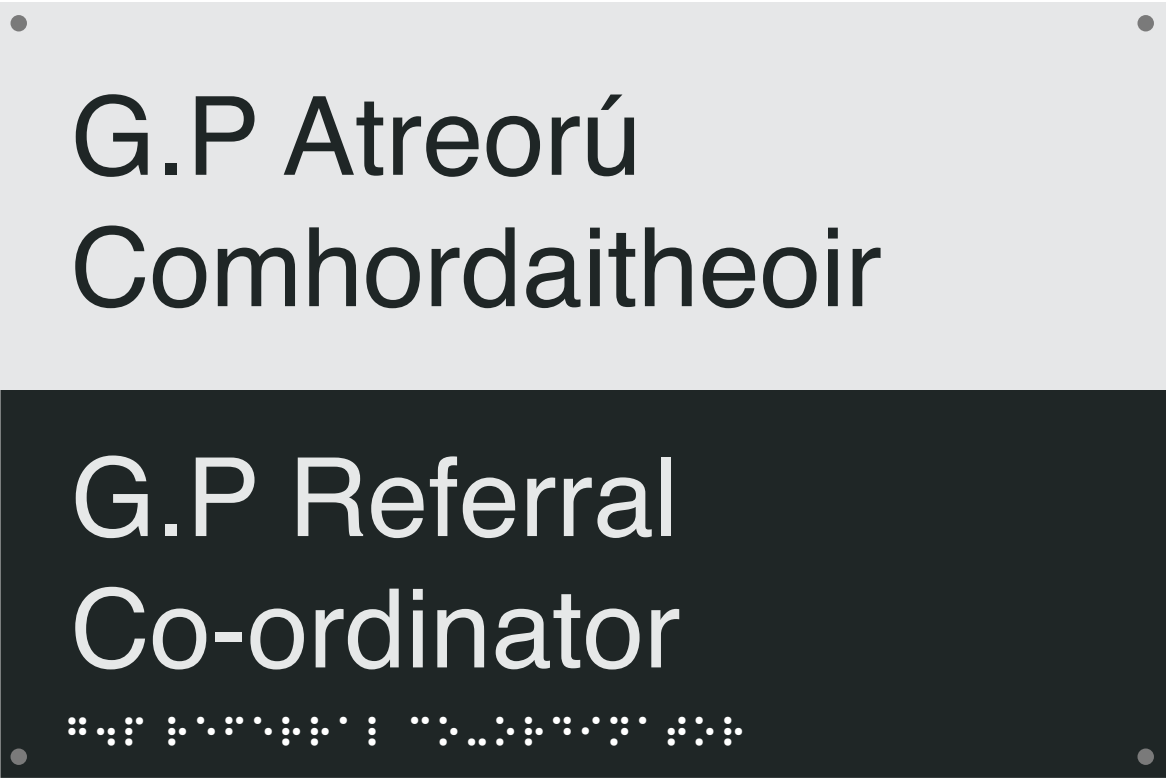
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HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille Text

Approved Irish spelling:



Size Spec

210	Height	300	Width	Depth	(mm)
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Text Spec

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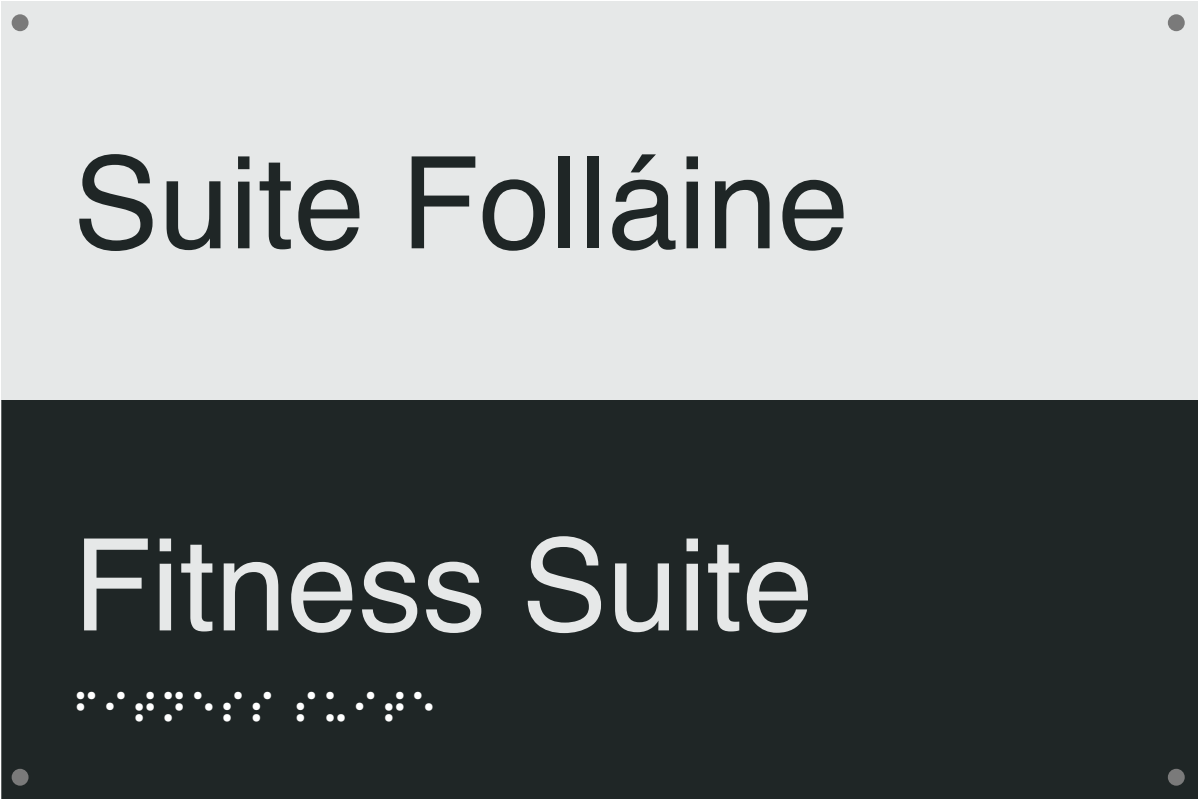
Colour Spec

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HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
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Material Spec

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Approved Irish spelling:



Size Spec

210	Height	300	Width	Depth	(mm)
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Text Spec

Font 1: Helvetica Regular			Font 2:		
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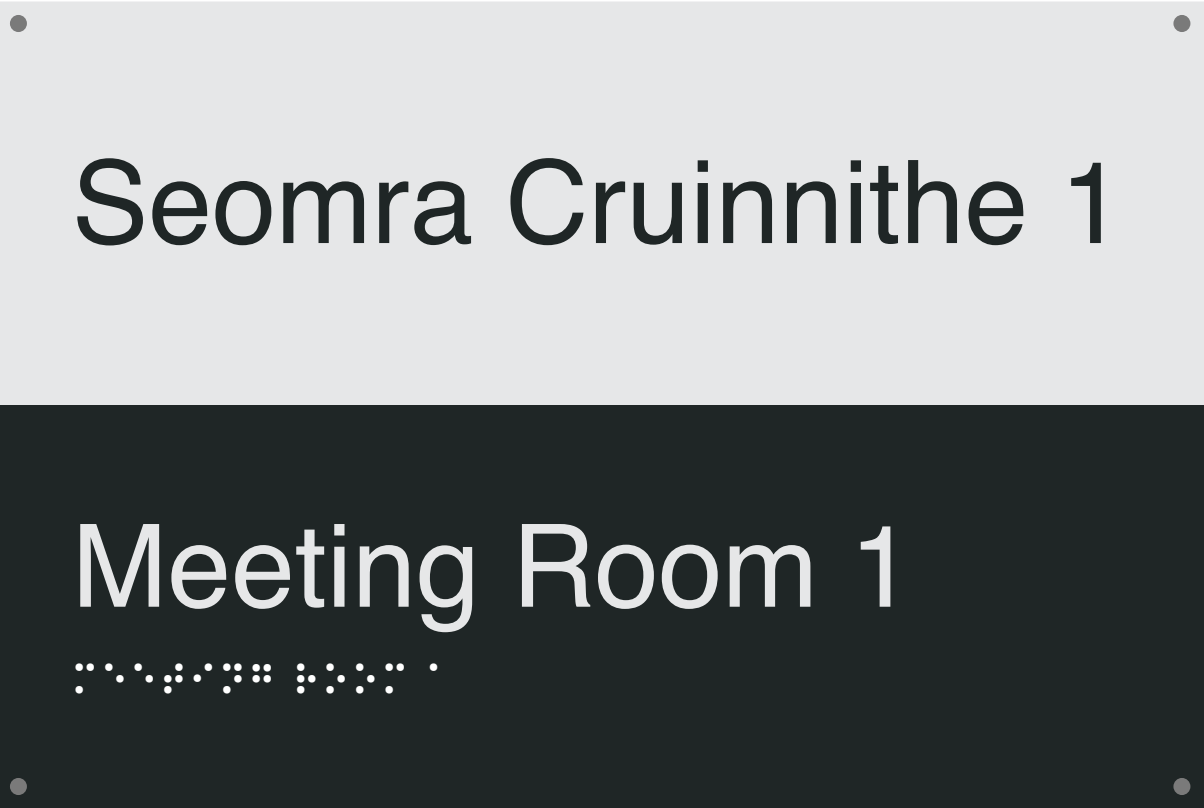
Colour Spec

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HEX Value	#e6e7e8	#1e2727
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RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

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Digital Print 10year +
UV Laminate Protection
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Braille text

Approved Irish spelling:



Size Spec

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Text Spec

Font 1: Helvetica Regular			Font 2:		
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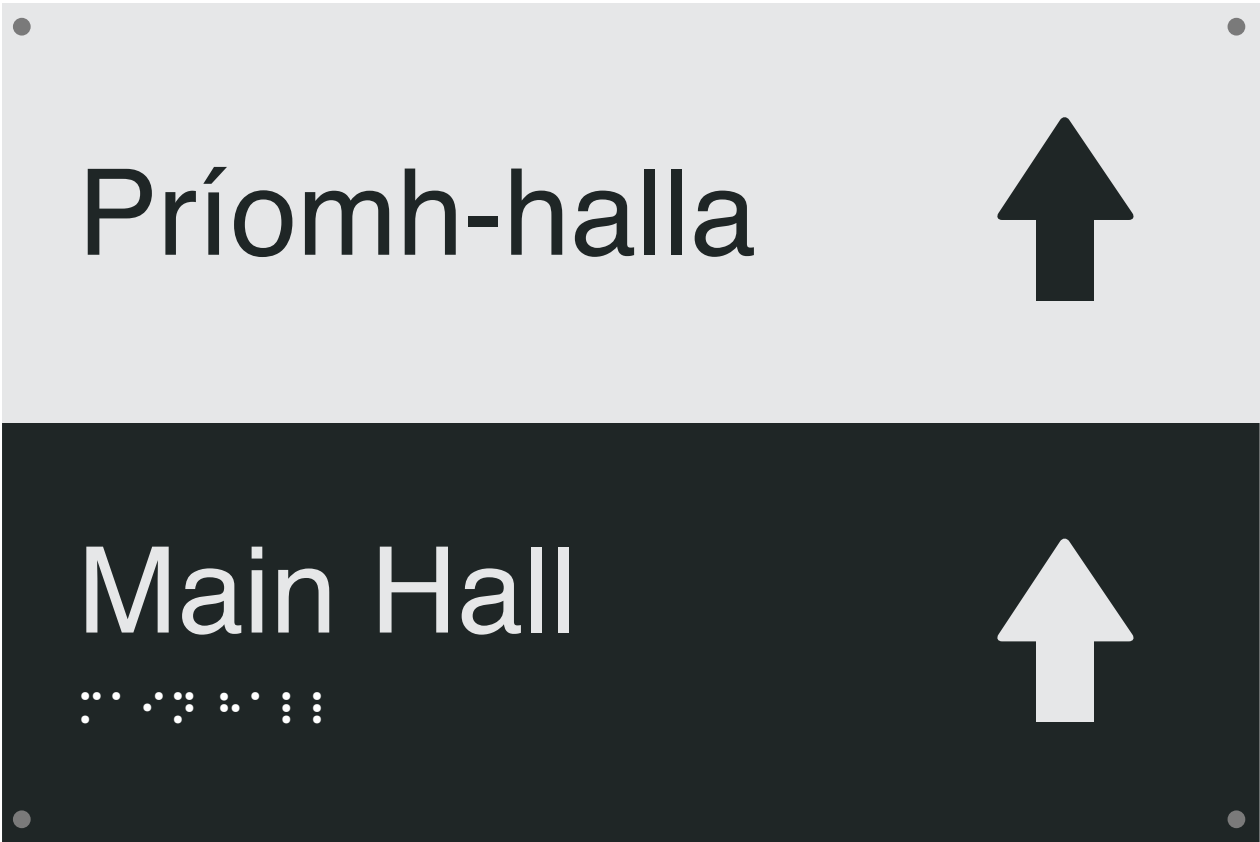
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
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UV Laminate Protection
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Braille text

Approved Irish spelling:



Size Spec

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Text Spec

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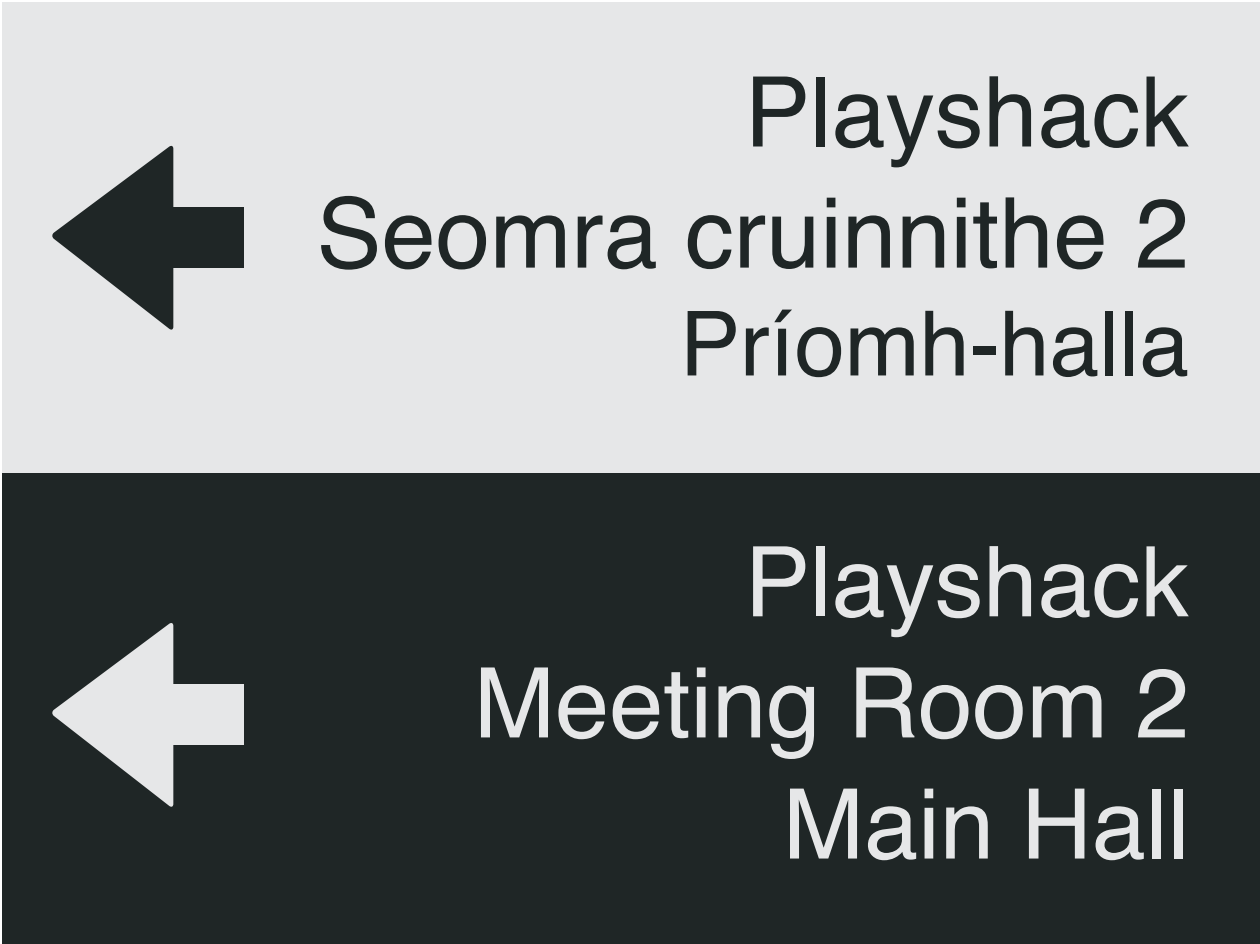
Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

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Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille text

Approved Irish spelling:



Size Spec

300	Height	400	Width	5	Depth	(mm)
Braille		<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

Text Spec

Font 1: Helvetica Regular			Font 2:		
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Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

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Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:



Size Spec

210	Height	300	Width	Depth	(mm)
Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

Text Spec

Font 1: Helvetica Regular			Font 2:		
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Leading	97.2	Points (pt)	Leading	Points (pt)	
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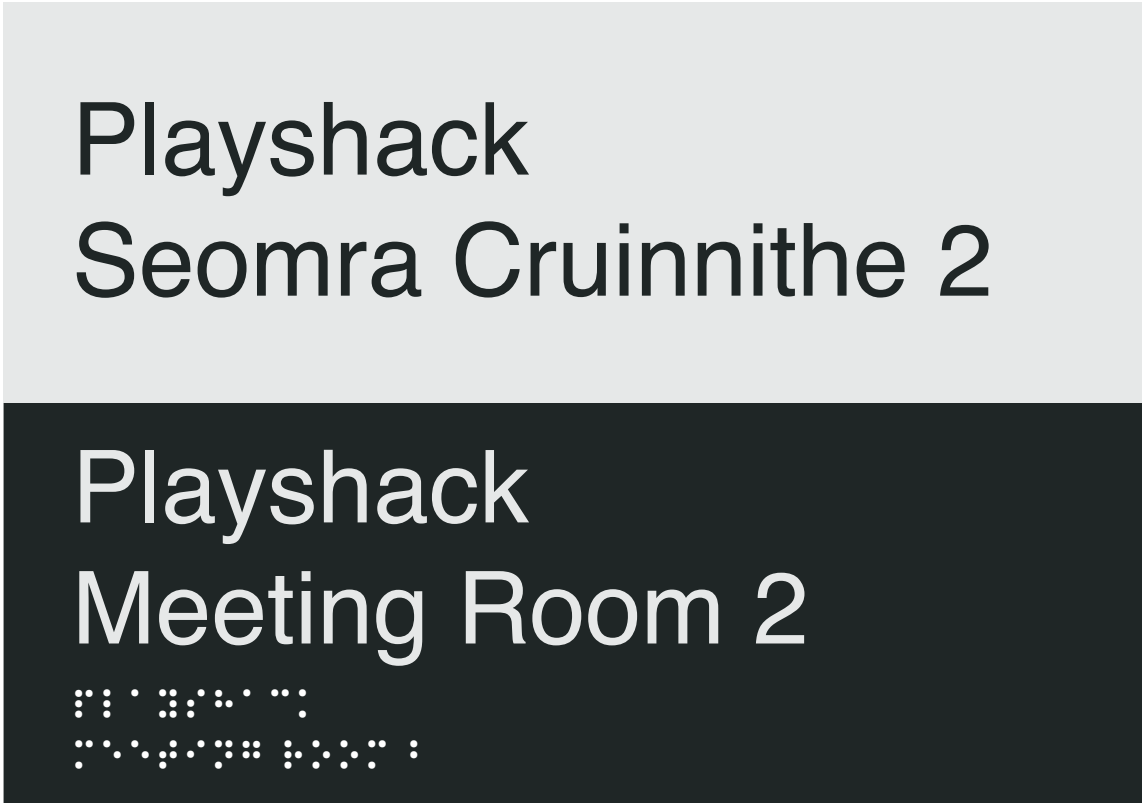
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Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

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Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel
Braille text

Approved Irish spelling:



Size Spec

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Braille		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

Text Spec

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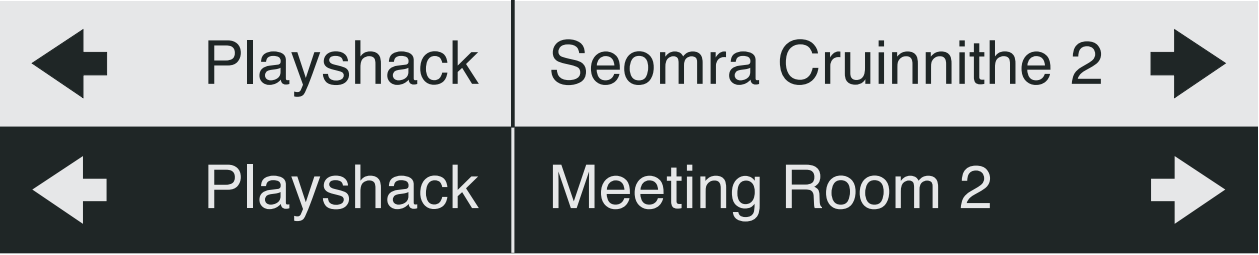
Colour Spec

	Colour 1	Colour 2
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HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

Aluminium Composite Panel
Digital Print 10year +
UV Laminate Protection
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Braille text

Approved Irish spelling:



Size Spec

200	Height	1000	Width	Depth	(mm)
Braille		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

Text Spec

Font 1: Helvetica Regular			Font 2:		
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Leading	170	Points (pt)	Leading	Points (pt)	
X-height	27	mm	X-height	mm	

Colour Spec

	Colour 1	Colour 2
CMYK Value	C:0 M:0 Y:0 K:10	C:77 M:63 Y:64 K:69
HEX Value	#e6e7e8	#1e2727
Pantone (PMS)	Pantone 663C	Pantone 447CP
RAL	RAL9003	RAL9011
Light Reflective Value (LRV)	83	2

Material Spec

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Digital Print 10year +
UV Laminate Protection
Aluminium Composite Fixing Panel

Approved Irish spelling:

Minutes of Meeting of Policy and Resources Committee of Mid Ulster District Council held on Thursday 7 June 2018 in the Council Offices, Ballyronan Road, Magherafelt

Members Present

Councillor McKinney Chair

Ashton, Buchanan, Cuddy, Elattar, Forde, Kearney, McLean, McPeake, S McGuigan, M Quinn and Totten

Officers in Attendance

Mrs Canavan, Director of Organisational Development
Mrs Kerr, Head of Finance
Ms McNally, Council Solicitor
Ms Mezza, Head of Marketing and Communications
Mr Moffett, Head of Democratic Services
Mr O'Hagan, Head of ICT
Mr Scullion, Head of Property Services
Mr JJ Tohill, Director of Finance
Mrs Forde, Member Support Officer

The meeting commenced at 7.00 pm.

PR121/18 Apologies

Councillor Bateson, Doris, Gildernew and Molloy

PR122/18 Declaration of Interest

The Chair reminded members of their responsibility with regard to declarations of interest.

PR123/18 Chair's Business

None.

Matters for Decision

PR124/18 Democratic Services – Service Improvement Plan 2018-19

The Head of Democratic Services presented previously circulated report which detailed Democratic Services Service Improvement Plan for 2018-19.

Councillor Cuddy said it was useful to view to the achievement of activities from the previous year within the Service Plan. .

Proposed by Councillor Cuddy
Seconded by Councillor S McGuigan and

Resolved That it be recommended to Council to approve the Democratic Services Service Improvement Plan for 2018-19.

PR125/18 Council Performance Improvement Objectives Consultation and Annual Improvement Plan 2018-19

The Head of Democratic Services presented previously circulated report which provided update on the findings and outcome of the consultation undertaken regarding Council's proposed Performance Improvement Objectives 2018 to 2019. The report also sought approval for Council's Corporate Performance Improvement Plan for the period 2018 to 2019.

Councillor Cuddy drew attention to Improvement Objective two and stated that how questions are put to people can influence answers and Council should perhaps delve deeper. He spoke of the spare capacity at Tullyvar Land fill site and said that in four or five years there may be not be landfill waste and thus no landfill tax refunds which had provided useful funding which in the next few years could fund schemes under the General Power of Competence.

Proposed by Councillor Buchanan
Seconded by Councillor McPeake and

Resolved That it be recommended to Council to note the outcome of the consultation regarding Corporate Performance Improvement Objectives 2018-2019 and adopts the Corporate Performance Improvement Plan for 2018-2019 as circulated at appendix to report.

PR126/18 Progress Returns – Equality Commission and Department of Agriculture, Environment and Rural Affairs 2017/18

The Head of Democratic Services presented previously circulated report which considered Mid Ulster District Council's Annual Progress Reports for the period 2017-18 in meeting the statutory equality and good relations duties as detailed within Section 75(1) and 75 (2) of the Northern Ireland Act 1998 and the Rural Needs Act NI (2016).

Proposed by Councillor S McGuigan
Seconded by Councillor McPeake and

Resolved That it be recommended to Council to approve the Annual Progress Reports (2017-18) on the implementation and activities surrounding its Equality and Good Relations and Rural Needs statutory duties as circulated at appendix to report.

PR127/18 Elected Member Development Working Group

The Head of Democratic Services presented previously circulated report which considered the report of the Elected Member Development Working Group held on Wednesday 16 May 2018.

The Head of Democratic Services drew attention to the recommendation of the Working Group that Council explore the possibility of permitting budget transfer between party colleagues as was the practice in the legacy Council of Dungannon & South Tyrone. The Chair, Councillor McKinney stressed that this would be useful to

allow party colleagues who have greater availability to attend training to do so and in turn share findings creating a greater shared knowledge base for the party.

In response to Councillor Ashton's query if the spend would register against the original Members budget or to the Member who received the transfer amount the Chair Councillor McKinney stated that he was of the view that it would be allocated to the Member availing of the training. The Director of Organisational Development clarified this and the Director of Finance stated that an explanation note would be included in the annual return to clarify what would appear as an overspend against a Members training allocation. .

Proposed by Councillor McPeake
Seconded by Councillor S McGuigan and

- Resolved** That it be recommended to Council –
- To approve the report of the Elected Member Development Steering Group meeting held on Wednesday 16 May 2018 as circulated at appendix to report.
 - To note the postponement of Charter Assessment until September 2018.
 - To bring report to future Policy and Resources Committee to explore the scope for Conference, Seminar and Training Policy to allow Member allocations to be transferred between party Members.

Councillor Elattar declared interest in the Earls Project – Permissive Pathway Agreements with NIHE for Dunlea Vale and Altmore Drive, Dungannon as she represents Council on the Housing Council for NI.

PR128/18 Earls Project – Permissive Pathway Agreements with NIHE for Dunlea Vale and Altmore Drive, Dungannon

The Council Solicitor presented previously circulated report which provided update on the terms of the transaction regarding land situated at Dunlea Vale, Dungannon and sought approval in relation to entering into a Permissive Path Agreement with NIHE in respect of this land. The report also sought approval to enter into Permissive Path Agreement with NIHE in respect of land at Altmore Drive, Dungannon. The Council Solicitor advised that the approval for Dunlea Vale had previously been sought for purchase but subsequent to that the NIHE had confirmed that the section should progress as a Permissive Pathway Agreement as opposed to a lease or sale.

Proposed by Councillor Cuddy
Seconded by Councillor S McGuigan and

- Resolved** That it be recommended to Council to enter into Permissive Pathway Agreements with NIHE for lands situated at Altmore Drive and Dunlea Vale, Dungannon on the terms set out in appendices to report.

PR129/18 Village Renewal Scheme: Rural Development Programme 2014-2020 – Suite of Legal Documents

The Council Solicitor presented previously circulated report which sought approval in respect of the draft legal documents required to progress some of the projects the Village Renewal Scheme, namely those where works were being carried out on third party lands. The Council Solicitor drew attention to an updated version of appendix two (detailed at appendix one)

The Council Solicitor reminded Members that the Village Renewal Scheme: Rural Development Programme 2014-2020 had been previously agreed through Development Committee and Council. She further highlighted that sites where a lease will be required will be presented to Council individual for approval and sealing.

In response to the request of the Chair, Councillor McKinney the Council Solicitor stated she would arrange to have the report detailing the villages forwarded to Members.

Proposed by Councillor Forde
Seconded by Councillor S McGuigan and

- Resolved** That it be recommended to Council –
- To approve the suite of legal documents as set out in appendices to report to allow for them to be completed for each individual village/project.
 - To delegate authority to the Director of Business and Communities to sign the documents on behalf of the Council as set out in appendices to report.

PR130/18 Review of Photographic Policy

The Head of Marketing and Communications presented previously circulated report which outlined changes to the Council's Photographic Policy to reflect the requirements of the General Data Protection Regulation (GDPR). The Officer advised that exceptions would be when there is large scale shots being taken at which time notices would be displayed.

Councillor Ashton remarked that at the Continental Market staff had followed the photographer getting permission slips completed and that she felt it was not best use of staff time. In response the Head of Marketing and Communications advised that the practise was tested last week, it was onerous but it had to be done. Councillor S McGuigan suggested that a notice be put on the entrance door to smaller events advising that photographs were being taken. The Chair, Councillor McKinney stated that although practical it may not be legal.

The Head of Marketing and Communications stated that she was awaiting further advice but informed Members of a complaint received the previous day where an image, taken with full permission, had been used in a summer events brochure

and a complaint had been received. The Officer advised the digital copy of the brochure had to be changed thus it was better to be safe than sorry.

Councillor M Quinn suggested iPads be used to record consents.

Proposed by Councillor Buchanan
Seconded by Councillor S McGuigan and

Resolved That it be recommended to Council to adopt the revised Photographic Policy as set out at appendix to report.

Matters for Information

PR131/18 Minutes of Policy and Resources Committee held on Thursday 3 May 2018

Members noted minutes of Policy and Resources Committee held on Thursday 3 May 2018.

PR132/18 Marketing and Communications Activity Update

Members noted previously circulated report which provided an update on key areas of recent marketing and communications activity.

PR133/18 Member Services

No issues.

Local Government (NI) Act 2014 - Confidential Business

Proposed by Councillor S McGuigan
Seconded by Councillor Forde and

Resolved In accordance with Section 42, Part 1 of Schedule 6 of the Local Government Act (NI) 2014 that Members of the public be asked to withdraw from the meeting whilst Members consider items PR134/18 to PR148/18.

Matters for Decision

PR134/18	Asbestos Management and Removal on Council Property
PR135/18	Energy Efficiency Improvement Scheme
PR136/18	Legionella Risk Management Remedial Works
PR137/18	Lands at Desertcreat
PR138/18	Peace IV Shared Space Project – Moy Riverside Walkway Agreement
PR139/18	Staffing Matters for Decision
PR140/18	IT MPLS Network Extension Options
PR141/18	GDPR Registration Update
PR142/18	Financial Report for 12 months ended 31 March 2018

Matters for Information

- PR143/18 Confidential Minutes of Policy and Resources Committee held on Thursday 3 May 2018
- PR144/18 Staffing Matters for Information
- PR145/18 Update on Finance Structure
- PR146/18 Business Support Team Project
- PR147/18 GDPR Compliance and Progress Update
- PR148/18 Contracts and DAC

PR149/18 Duration of Meeting

The meeting was called for 7 pm and ended at 8.35 pm.