

STONE TOWN COUNCIL

Town Clerk

Les Trigg

Tel: 01785 619740

Fax: 01785 619741

15 Station Road
STONE
ST15 8JP

28th November, 2016

A meeting of the **GENERAL PURPOSES COMMITTEE** will be held in the **Council Chamber, 15, Station Road, Stone** on **TUESDAY 6TH DECEMBER, 2016** at 7:05pm or on the rising of the Council Meeting if later.

I trust you will be able to attend.

Les Trigg
Town Clerk

AGENDA

1. **To receive apologies for absence**
2. **Declarations of Interest and Requests for Dispensations Received**
3. **To receive the report of the County Councillors**
 - County Councillor P Jones
 - County Councillor I Parry
4. **Representations from Members of the Public**

To consider representations from members of the public on items to be considered at this meeting, in accordance with the Council's scheme of public participation
5. **To consider the Minutes and recommendations of the undermentioned Committees:**
 - a) Management Sub-Committee held on the 15th November, 2016, Minute Numbers MAN17/016 – MAN17/020 (attached)
 - i. To consider the Minutes
6. **Budget Overview** – to receive the report of the Town Clerk (attached)
7. **Stone Radio** – Agreement for use of Stone Station Community Centre (attached)
8. **Letter from Sir William Cash MP regarding Stone High Street** (attached)

9. **To receive a letter from Stone Festival Committee** (attached)
10. **Christchurch Way / Lichfield Road Highways Works** (email attached)
11. **Letter re Stone & District Angling Society** (attached)
12. **Members' Motions under Standing Order 4**

Councillor J Davies

"During Christmas 1993 John Howland from the city of Carthage in Texas returned to Stone on the 50th anniversary of the time he had spent in the town as a member of the US Army Air Force awaiting his posting to his operational unit. He had never forgotten the wartime kindness and hospitality of the town and brought with him a proclamation from the Mayor of Carthage bestowing a number of gifts on Stone, including: "The flag of the Lone Star State of Texas to be displayed on all festive occasions as a reminder of the lasting friendship and appreciation of the people of Stone, Staffordshire, by the people of Carthage, Texas". The Town Council formally accepted those benefits and honours on 18 December 1993.

Now that the town has a permanent flagpole I ask the Town Council to resolve:

1. To fly the Lone Star State flag on three appropriate festive occasions each year: 29 December (the anniversary of the admission of Texas as the 28th state of the Union in 1845), 2 March (the anniversary of Texas gaining its independence from Mexico in 1836) and on 4 July (American Independence Day).
2. To purchase a Lone Star State Flag for this purpose in order to preserve the original presentation flag, the cost not to exceed £150."

Councillor R Kenney

"Stafford Borough Council Planning Committee has deferred indefinitely a decision on the future of the grade 2 listed Church of St John landmark on the North Eastern entrance to Stone. This follows a failure to reach agreement with the developer who wishes to convert the church to residential use and build apartments on the site. The fabric of the church is deteriorating and it has now been surrounded with ugly boarding. Residents are dissatisfied with the situation and fear the loss of the building. They are demanding a sensible accommodation between Stafford Borough (whose planners seem to prefer a commercial use) and the developer.

I propose that the Town Council reiterates its support for a residential use that will safeguard the fabric of the church and urges Stafford Borough Council to reach an immediate accommodation with the developer that has the support of residents.

Proposed Resolution:

"Stone Town Council is most concerned about the deteriorating state of the grade 2 listed Church of St John and the boarding now surrounding the building and reiterates its support for residential use. The Council urges Stafford Borough Council to enter into serious negotiations to find an acceptable residential solution."

Councillor R Kenney

“It has been raised by a member of the public that the Crown and Anchor Pub is not a listed building. This is one of the most significant buildings in the town and should have protected status.

I propose that the Council take steps to ensure that this building is protected for the future.”

13. Update from Working Groups:

- a) Neighbourhood Plan Steering Group

14. To receive reports from Town Councillors on attendance at meetings of local organisations and outside bodies as a representative of the Town Council

Stone ATC – Mayor

Age Concern Stone & District – Cllr’s Mrs C Collier, Mrs K Green

Stone Town Band – Mayor

Walton Community Centre – Cllr M Shaw

Stafford & Stone Access Group – Cllr Mrs C Collier

Stone Common Plot Trustees – Cllrs Mrs C Collier, G Collier, Mrs J Hood, R Kenney and M Shaw

Members of the public are welcome to attend the General Purposes Meeting as observers. Persons attending should enter the Borough Area Office through the rear entrance door (adjacent to the car park). The Council Chamber is at the top of the stairs.

Stone Town Council – Management Sub-Committee

Minutes of the meeting held in the Council Chamber on Tuesday 15 November, 2016

PRESENT: Councillor A Osgathorpe in the Chair and
Councillors J Davies, I Fordham, M Green, T Jackson, R Kenney, G Neagus and
Mrs E Mowatt,

By Chairman's invitation: Councillors Mrs K Green and Mrs J Hood

ABSENT: Councillors Mrs J Farnham and M Williamson

MAN17/016 Apologies

Apologies were received from Councillors Mrs J Farnham and M Williamson

MAN17/017 Declarations of Interest and Requests for Dispensations

None received

MAN17/018 Representations from Members of the Public

None received

MAN17/019 Update from Working Groups

No active Working Groups

MAN17/020 Update on current issues

- Website

Members were asked what they would like to appear on the "Members" section of the website. The Clerk suggested the following:

- Historic record of minutes and agendas, including confidential minutes
- Handbook items
- Follow up from decisions made in meetings
- Information from NALC and SPCA
- Dates of meetings

Members discussed site security, and identified that specific Town Council email addresses for Members were unnecessary.

The Sub-Committee also considered the need for an IT support contract. Councillor J Davies offered his support in the drawing up of contracts.

- Outstanding actions listed in the Council handbook
 - Data Protection policy
 - Asset register
 - Business Continuity Plan

No progress has been made with these items since the last meeting.

Town Mayor

Stone Town Council - General Purposes Committee

6th December 2016

Budget 2017-18 to 2019-20 – Overview

Report of Town Clerk

Introduction

1. This report sets out the prospects for the Council's 2017-18 to 2019-20 budget. It considers the overall position of the Council, the context in which the budget needs to be set and the standstill budget, which is the starting point for the determination of the precept for 2017-18.

Background

2. Before addressing the figures relating to the budget, it is first necessary to consider the context in which the budget needs to be set.
3. For a number of years, the Council has received payments of almost £30,000 from Stafford Borough Council in addition to the precept. This has included £18,069 to compensate for changes to the benefits system a number of years ago, which reduced this Council's Taxbase, and £11,461 for the cost of concurrent functions. Neither of these payments are a legal requirement and, at the time of writing this report, neither have been confirmed for continuation beyond the current financial year. The figures in this report assume that these payments will continue into the foreseeable future at the same cash level as in the current year.
4. With reference to the determination of the Council Tax level by the Council, the Secretary of State has the power to require a referendum of local people before the Council Tax can be put up by more than a specified percentage. For the 2015-16 budget, the specified percentage was 2%. Parish councils were exempted by the Secretary of State from this requirement, but he is free to change that decision year on year.
5. As previously reported to this Committee, the Secretary of State issued a consultation document earlier this year which suggested that the largest parish and town councils should now be the subject of a capping regime, and also asked the question whether this should be extended to smaller parishes. Based on the consultation document, this Council would not be affected by the proposed capping. This may, however, change when the final proposals are published.
6. If the Secretary of State follows the normal publication timetable, we would expect to know the final position in late January or early February. The Council will thus be able to take it into account when setting the budget at the Council meeting on 7th February 2017, but the information is unlikely to be available when this Committee makes its budget recommendations on 24th January 2017.

Standstill Budget

7. The table at Appendix A sets out the Council's current and forecast position for each budget. It is also summarised below by Sub-Committee:

Actual		Budget	Forecast	Budget	Budget	Budget
2015-16		2016-17	2016-17	2017-18	2018-19	2019-20
£		£	£	£	£	£
8,560	Estates	81,400	75,500	32,000	29,900	30,300
11,549	Environment	20,200	18,500	21,500	22,100	22,700
27,982	Tourism & Town Promotion	41,700	36,800	32,400	33,400	34,400
166,248	Management	176,000	176,100	167,700	169,800	198,700
8,305	Neighbourhood Plan	15,000	8,000	22,000	0	0
2,090	Earmarked Reserves	-61,000	-54,000	-22,000	0	0
224,734	TOTAL	273,300	260,900	253,600	255,200	286,100

8. The figures above and in Appendix A are based on the following:
- Known and forecast expenditure for the remainder of the current financial year.
 - Forecast expenditure for the next three years, based on a standstill position. These figures therefore assume that current services will continue with no growth or cutbacks.
 - An estimation of likely cost levels for 2016-17, with further inflation of 1% per annum on salaries and 3% on all other costs from April 2017, unless specific information is available.
 - A 3% per annum increase in fees and charges.
9. In addition, budgets which are actually under the control of the General Purposes Committee have been included within the Management Sub-Committee above, to ensure that all budgets can be examined at the sub-committee level before reporting back to General Purposes for decision.
10. It can be seen from the above table that the current budget is forecast to underspend by around £12,400, after providing for a number of budget adjustments agreed by the Committee during the year.
11. At the current level of precept of £40.09 for a Band D property, the three-year standstill budget would show a deficit of £7,018 in 2017-18, with subsequent deficits of £4,609 and £31,500 in 2018-19 and 2019-20 respectively.

Standstill Budget 2017-18

12. The standstill budget for 2017-18, at £253,600, is £17,800 more than the forecast made when the 2016-17 budget was approved in February 2016. The main reasons for this difference are:

	£	£
Budget 2017-18 Forecast in February 2016		235,800
ADD: Reduction in Markets operating surplus	5,800	
Station Road Public Conveniences	6,200	
Westbridge Park	6,200	
Additional caretaking at Frank Jordan Centre	2,000	
Pensions triennial review	1,500	21,700
LESS: Reduction in Stone Station deficit	4,000	
Reduced Christmas Lights cost	1,700	5,700
Other changes (net)		1,800
Standstill budget 2017-18		<u><u>253,600</u></u>

13. These and other forecast changes will be considered in more detail in the various reports to sub-committees during January.

The Budget Process

14. The standstill budget is, however, just the starting point for the budget process. Members will want to review the amounts provisionally included. In addition, there are likely to be other areas where members will want to undertake new developments, or stop/change the things that the Council is doing now.
15. Budgets have been allocated to each of the sub-committees, and over the next few weeks they will need to consider these budgets in detail to determine the best pattern of spending to meet the Council's objectives and obligations. The results of those deliberations will then be reported to the next meeting of this Committee on the 24th January 2017 to determine the budget recommendations to Council.

Recommendations

16. That the Committee notes the standstill budget position for 2017-18, 2018-19 and 2019-20 and the issues related to setting the precept, and:
- Asks each sub-committee to consider its financial needs for the next three years and report back to the General Purposes Committee on 24th January 2017 with its budget proposals,
 - Considers whether it wishes to give any specific instructions to these bodies which they would need to have regard to while preparing their proposed budgets.

Stone Town Council

Standstill Budget 2017-18 to 2019-20

Actual 2015-16		Budget 2016-17	Forecast 2016-17	Budget 2017-18	Budget 2018-19	Budget 2019-20
£		£	£	£	£	£
6,574	Frank Jordan Centre	62,600	59,000	4,600	4,700	4,800
6,118	Stone Station	9,500	4,500	4,600	4,700	4,700
-18,967	Town Market	-12,000	-9,300	-6,600	-6,800	-7,000
4,704	Car Parking	8,500	8,500	5,900	4,400	4,500
3,103	Bus Shelters & Street Furniture	10,900	11,400	5,900	5,100	5,300
0	Public Conveniences	0	0	6,200	6,400	6,600
479	Street Lighting	500	500	500	500	500
698	Dog & Litter Bins	1,200	700	700	700	700
1,065	Joules Clock	0	0	0	0	0
4,786	Town Electricity Supply	200	200	200	200	200
0	Building Maintenance	0	0	10,000	10,000	10,000
13,052	Grounds Maintenance	12,900	12,900	13,300	13,700	14,100
24	Crown Meadow Improvements	5,200	5,200	1,900	1,900	1,900
0	Westbridge Park	0	0	6,200	6,400	6,600
-1,528	Allotments	2,100	400	100	100	100
19,247	Christmas Lights	16,800	15,000	15,000	15,500	16,000
925	Advertising	500	300	500	500	500
7,810	Tourism & Town Promotion	24,400	21,500	16,900	17,400	17,900
7,030	Grants	9,200	9,200	8,400	8,600	8,800
119,397	Salaries & Employment Costs	123,500	123,900	130,600	133,500	136,400
3,047	Accommodation	4,200	4,100	4,200	4,200	4,200
7,272	Insurances	7,500	7,800	8,000	8,200	8,400
12,610	Administration	28,000	28,000	20,000	18,500	19,000
910	Audit & Legal Fees	900	900	900	1,000	1,000
20,022	Town Council Elections	4,000	4,000	0	0	25,000
2,787	Allowances - Mayor & Deputy Mayor	2,900	2,900	3,000	3,100	3,200
325	Regalia & Presentations	3,200	3,400	500	500	500
1,079	Civic Dinner & Hospitality	1,000	400	1,000	1,000	1,000
1,990	Remembrance Sunday & War Memorials	2,000	1,900	1,500	1,500	1,500
1,925	Miscellaneous	1,700	1,700	1,700	1,800	1,800
-683	Interest	-600	-600	-600	-600	-600
8,305	Neighbourhood Plan	15,000	8,000	22,000	0	0
-11,461	Concurrent Functions Allowance	-11,500	-11,500	-11,500	-11,500	-11,500
10,395	Rollover Reserve	-46,000	-46,000	0	0	0
-8,305	Neighbourhood Plan Reserve	-15,000	-8,000	-22,000	0	0
<u>224,734</u>	TOTAL	<u>273,300</u>	<u>260,900</u>	<u>253,600</u>	<u>255,200</u>	<u>286,100</u>

Stone Town Council - General Purposes Committee

6th December 2016

Stone Radio Agreement

Report of Town Clerk

Purpose of Report

1. The Meeting of this Committee on 4th October 2016 considered a proposal to grant free use of a part of the Stone Station Community Centre to Stone Radio. The proposal was agreed in principle, and the Town Clerk was asked to draw up an agreement with the radio station for consideration by the Committee.
2. This proposed agreement has now been prepared.

Agreement

3. The proposed agreement is attached as an appendix to this report. It has been discussed with Stone Radio and reflects both their and my understanding of the discussions between us.
4. The Committee are asked to consider the terms of the agreement, and confirm whether they are prepared for the Council to enter into it.
5. Currently the agreement is written in in normal English. It is proposed that, if supported, it is re-written by a solicitor using appropriate legal terminology and safeguards before it is actually signed on behalf of the Council.

Recommendations

6. The Committee is asked to determine whether it wishes to enter into the attached agreement for the letting of part of the Stone Station Community Centre to Stone Radio.
7. If the Committee support entering into the agreement, it is recommended to:
 - a. Ask to Town Clerk to employ the services of a solicitor to re-write the agreement in an appropriate way, but containing the same provisions as the draft attached to this report.
 - b. Authorise the Town Clerk, in consultation with the Committee Chairman, to make minor amendments to the agreement as necessary following the advice of the solicitor.
 - c. Authorise the Town Clerk to enter into the agreement on behalf of the Council.

Agreement

Between Stone Town Council and Stone Radio

Use of Stone Station Community Centre by Stone Radio

1 INTRODUCTION

- 1.1 This agreement is intended to allow Stone Radio free rental of space at Stone Station for the purposes for operating a community internet radio station.
- 1.2 The provisions of this agreement are in addition to the standard terms of hire for the Station, which are attached at Appendix 1.

2 PREMISES

- 2.1 The premises made available to Stone Radio will comprise:
 - a. Exclusive use of the room immediately to the right of the station front door. This room will be kept in a clean and tidy condition at all times.
 - b. Use of the immediately adjoining room, providing that the room is cleared away after use and left in a clean and tidy condition. One desk may be permanently stored in this area.
 - c. Use of other parts of the Station Community Centre with the agreement of the Town Council, providing that these areas are cleared away after use and left in a clean and tidy condition.
- 2.2 The premises may only be used by Stone Radio, and only for the purposes of compiling and broadcasting internet radio materials. Stone Radio will agree a group of "approved personnel" with the Council, one of whom shall be on the premises at all times whilst the building is in use by them.
- 2.3 Stone Radio may arrange for internet access to the Station in order for them to broadcast.

3 RESTRICTIONS ON USE

- 3.1 Use of the building will be restricted to times when it is not in use for any other purpose. Use of the Station will need to be agreed with the Town Council at least a week in advance. Town Council lettings will always take preference over Stone Radio use of the Station, however the Council will undertake not to take any lettings

during the week prior to an agreed Stone Radio usage without the agreement of the station.

4 INSURANCE

- 4.1 Stone Radio equipment kept at the Station will not covered by the Council's insurance, nor will the Council accept any liability whatsoever in respect of it.
- 4.2 Stone Radio will be required to hold at least £5 million of public liability insurance, and provide details of this insurance to the Council on request.
- 4.3 Any increases in the Council's insurances solely due to the presence or activities of Stone Radio will be charged in full to the Radio Station.

5 REPORTING

- 5.1 Stone Radio will, on an annual basis starting on the first anniversary of this agreement being entered into, provide Stone Town Council will a written report setting out the uses to which the premises have been put, and the benefits that Stone residents have gained as a result.

6 TERMINATION ARRANGEMENTS

- 6.1 It is intended that the agreement will last for a minimum of 18 months, however either party will have the option to terminate the agreement at one calendar months' notice should the arrangement fail to work effectively.
- 6.2 This agreement will terminate immediately, without notice, if Stone Radio cease to operate as a community radio station on a "not-for-gain" basis. In addition, rental will be due to Stone Town Council from Stone Radio at the standard prevailing rate for the Station Community Centre for any period where the radio station is not operating on this basis.
- 6.3 Following termination Stone Radio will, at their own cost, fully reinstate any part of the premises they have used to its condition prior to the commencement of this agreement.



STONE TOWN COUNCIL

CONDITIONS RELATING TO THE HIRING OF ACCOMMODATION AT STONE STATION COMMUNITY CENTRE.

1. Charges for your proposed application are as stated on the application form.
 2. For regular users the Town Council reserves the right to increase the hire charges at any time upon giving you at least seven days notice. The increased charge will then be payable with effect from the first usage of the facility following the date of such notice.
 3. All Rules, Bye-Laws and Regulations as to the conduct of the public will be adhered to. The hirer will be responsible for any damage caused to the Centre during the hire period.
 4. The Management reserves the right to cancel all facilities partially or wholly, without assigning reasons for such cancellation.
 5. Hirers are advised that times for setting up and clearing rooms must be included in the requested hire period. Those exceeding their stated hire periods will be charged to the next half hour period.
 6. Where facilities are block booked in advance a minimum of one month's notice of cancellation must be given, otherwise charges must be paid in full.
 7. Bookings are only accepted on the strictest understanding that no selling of a commercial nature will take place at any function or event at the Centre.
 8. All rooms must be left in the same clean and tidy condition they were found.
 9. It is the responsibility of hirers to observe reasonable safety precautions in the vicinity of the adjacent railway tracks.
 10. If the fire alarm sounds please evacuate the building and congregate to the front of the building or as otherwise instructed.
 11. Permission of the Town Clerk or his representative must be sought before any of the hirer's own cooking equipment is brought onto the premises.
-

Sir William Cash MP,
House of Commons,
London.
SW1A 0AA

11th October, 2016

Dear Mr. Cash,

Thank you for your letter of 28th September, 2016 regarding Stone High Street.

I will put your letter on the agenda of the General Purposes Committee on 1st November, 2016 which will allow for it to be considered by all Members of the Council.

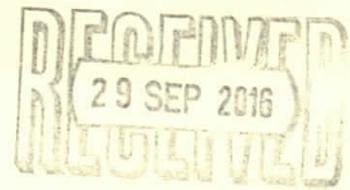
I cannot put it to the 'new administration', as you suggest, as this Council does not recognise political groups and, therefore, does not have an 'administration' in the way that a County or Borough Council might.

I trust that this will meet your requirements.

Yours sincerely,

Les Trigg
Town Clerk

SIR WILLIAM CASH, M.P.



HOUSE OF COMMONS

LONDON SW1A 0AA

L Trigg
Town Clerk
Stone Town Council,
15 Station Road,
Stone,
Staffs,
ST15 8JR

Wednesday 28th September 2016

Dear Mr. Trigg,

I am writing to the Council to urge you to publish proposals to develop a sustainable and diverse high street economy in Stone and which also show the delivery of improved leisure facilities on Westbridge Park.

I must urge the new administration at Stone Town Council to help develop a sustainable and diverse high street economy, particularly in the light of shop closures and HSBC leaving the town.

I urge the new administration to explain how you intend to support the delivery of improved leisure facilities on Westbridge Park.

I look forward to seeing your proposals for the regeneration of the high street, so that I we can explore how I might be able to assist and also look at your plans on supporting the delivery of improved leisure facilities on Westbridge Park.

Yours ever,

Bill



22nd November 2016

For the attention of: Mr Les Trigg and Stone Town Councillors

Dear Stone Town Council,

As Chairman of, and on behalf of my colleagues on the Stone Festival Committee, I would like submit to you all, our request for Council support in respect to one of our events in the 2017 Stone Festival.

As you may remember in June of this year, we ran the inaugural Soapbox Derby Race for which we were completely delighted with the turnout into the town and your support in helping us make this happen was hugely instrumental in it being able to take place.

Stone Festival Committee wish to run the Soapbox Derby Race again in 2017 following on from the great success it had in 2016 and the enthusiasm and fun and business it brought to the town High Street.

The 2017 date is Bank Holiday Monday 29th May 2017 with an anticipated start time of 4pm running through to around 9pm however we would require the High Street to be closed (as per last year) from 12 noon lunchtime (latest) onwards please in reference to set up etc. (11am would be ideal if this is possible.)

The Stone Festival Committee therefore would like to request from the Council your approval for the support of this event, by means of the closure of the High Street in the same manner as 2016, and the opportunity to use the electricity points in Market Square as part of the requirements. We anticipate a much larger entry in 2017, thus the entertainment going on for longer and being a huge spectacle for the Town, bringing in people from all across Staffordshire and energizing the High Street and its traders on this Bank Holiday Monday. We will work with all traders in helping them to maximise this unique opportunity.

Stone Festival
is supported
by the local
branches of



Stone Festival Committee, c/o Fairway Service Station, Lichfield Road, Stone ST15 8QB

www.stonefestival.co.uk

email: info@stonefestival.co.uk

 Stone Festival

 @stonefestival



The support of the Town Council is very much appreciate in this and helping us make this event a truly wonderful family moment of all Stone residents and those from further afield who will come to watch and participate and we shall ensure that all those present are aware of the support we hope to receive from the Council in our marketing of the event.

Thank you in advance.

Yours sincerely,

Neil Gater

Neil Gater – Stone Festival Chairman

Stone Festival
is supported
by the local
branches of



Stone Festival Committee, c/o Fairway Service Station, Lichfield Road, Stone ST15 8QB

www.stonefestival.co.uk

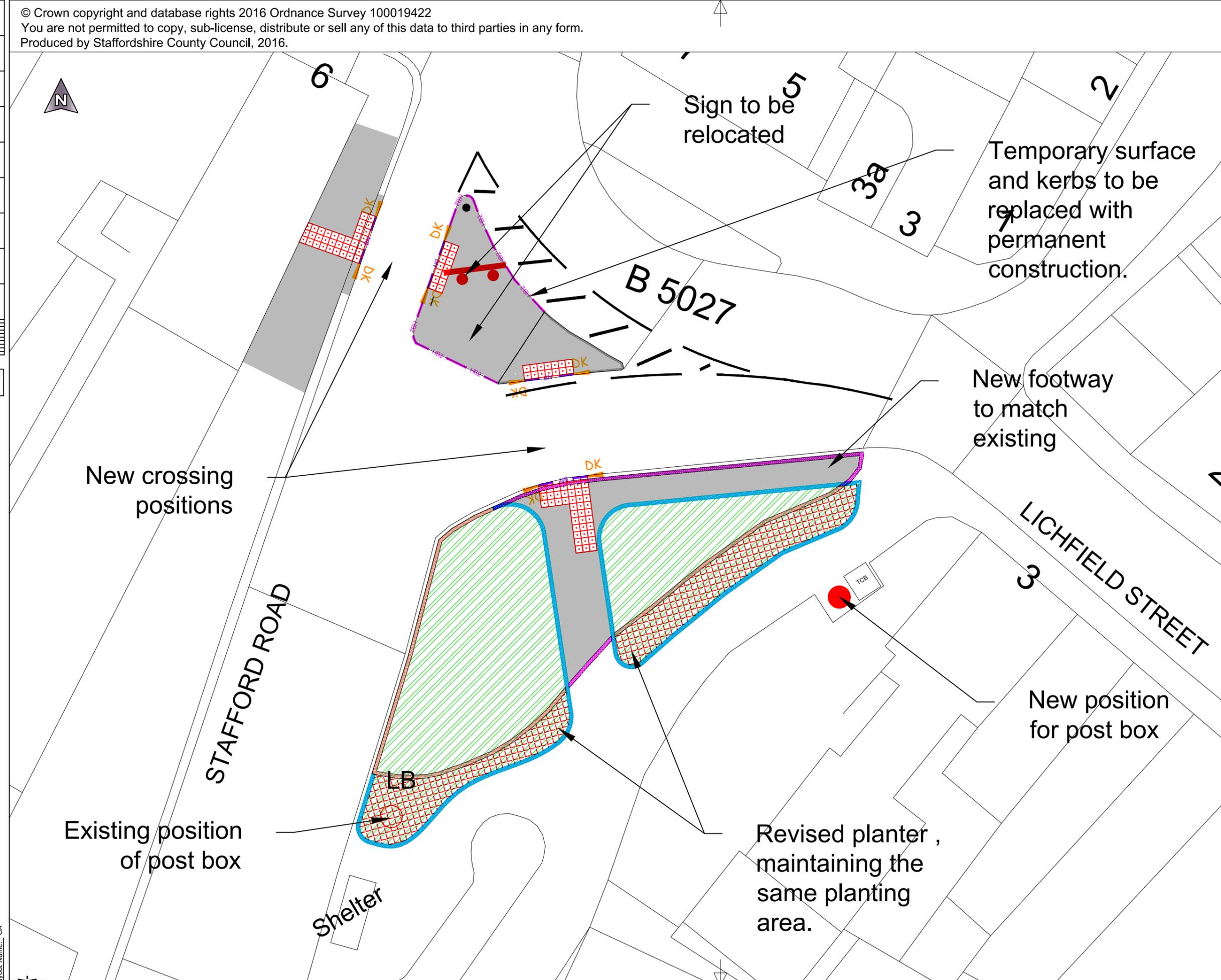
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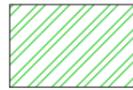
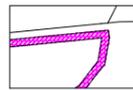
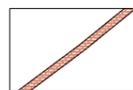
 Stone Festival

 @stonefestival

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File Name: J:\Highways\West\Schemes\Christchurch Way - Lichfield St, Stone - CDK4814\AutoCAD\Contract dwgs\Base.dwg
 Layout Name: GA



-  Existing planter areas, not affected by proposals.
-  Possible replacement planter areas.
-  New footway to improve pedestrian connectivity to town centre.
-  Existing wall to be removed to create footway.
-  Existing wall to possibly be removed to replace planting area.
-  New wall to planting area.

Rev	Detail	By	Date
Revisions			
Original Version	Preliminary		<input checked="" type="checkbox"/>
Drawn: RAW	For comment		
Design: GAP	For tender		
	For construction		
	As constructed		
Date:	30/09/2016		
	For discussion		

Checked by:-
 Approved by:- (Drawing NOT approved if this box is empty)



Project Name
 Christchurch Way/Lichfield Street, Stone - pedestrian connectivity improvements

Drawing Title
 INTEGRATED TRANSPORT
 General Arrangement

Grid reference : 390306:333788
 Original Drawing Size : A3 Dimensions : ---
 Scale : 1:200 Copyright © Amey

Drawing No CDK4814-DR-R01-01	Rev PO
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Dear Sir,

Please find attached a draft proposal for discussion with your Councillors relating to a scheme that will improve safety and connectivity for pedestrians wishing to gain access to the town centre from the southeast side of the town centre.

The proposals will require alterations to the existing planter that is maintained by Stone in Bloom and the Town Council. However, in addition to the safety and connectivity benefits, this will enable pedestrians to pass adjacent to and through the planted area. The new pedestrian routes would take up approximately a quarter of the present planter area. The planters can be extended (an example is shown on the attached plan) although clearly this would entail rebuilding a longer total length of wall and probably re-locating the post box. The attached example would recreate the same total area of the current planter by removing the wall to the southwest and rebuilding it as shown, there would be an increased cost to this option.

Please do not hesitate to call myself or my colleague Neil Porter, 01785 276573 if you would like to discuss these proposals.

RECEIVED
19 NOV 2016
RECEIVED

Ref Fishing Rights River Trent.

Dear Stone Town Council,

I am writing to you on behalf of Stone & District Angling Society with regards to the fishing rights on the River Trent. In 1990 a document (copy attached) was signed between Stone Town Council and Stone & District Angling Society granting SDAS a lease for 5 years rent free. From my understanding and records of meetings this lease was not renewed although members continued to fish. Following the horrendous pollution in 2009 the river is showing positive signs of improvement and members would like to see the agreement restored. SDAS and Bibby's Angling Club (Stone) are working collaboratively to improve fishing and environmental opportunities for the community of Stone. In particular we wish improve the participation of young people in the sport and are therefore offering free membership of SDAS to under 16s. We will also be contacting Stone Festival with a view to offering an angling event during Stone Festival once again. Thus my query is would Stone Town Council be willing to reinstate the agreement in 2017 based upon the terms and principles as agreed in 2017.

Yours faithfully



Kim Jones (chairperson)

Stone District Angling Society



DEED is made the 16th day of

May

One thousand nine hundred and ninety
B E T W E E N THE STONE TOWN COUNCIL in the County
of Staffordshire (hereinafter called "the Council") of
the one part and STONE AND DISTRICT ANGLING SOCIETY by
PHILIP MORRIS of 33 Redhill Gardens Stone aforesaid
and CATHERINE ANN BOND of 21 Princes Street Stone
aforesaid being respectively the present President and
Secretary of the said Society (hereinafter called "the
Club") of the other part _____

WITNESSES as follows :-

1 Definitions

In this document the following expressions have the meanings set out below (unless the context otherwise requires)

1.1 "the Plan" means the plan enclosed with this document _____

1.2 "the River" means so much of the River Trent at Stone Staffordshire as flows between the points marked A and B shown coloured blue on the Plan _____

1.3 "the Fishing Rights" means the exclusive right to fish in ~~the River Trent at Stone Staffordshire~~ the River _____

2 Demise

In consideration of the Club's covenants the Council grants to the Club the Fishing Rights TO HOLD the same to the Club for the term of 5 years from the 14th day of December _____ One thousand nine hundred and Eighty nine _____ rent free _____

3 Clubs Covenants

The Club jointly and severally covenants with the Council to comply with the conditions specified in the First Schedule _____

4 Council's Covenants

4.1 To re-stock the River with fish suitable to the Council as and when the then existing fish-stocks require not being more than once in every year of the term after review

4.2 That if the Club complies with the conditions specified in the First Schedule it may peaceably enjoy the Fishing Rights without any interference by the Council or any person or body rightfully claiming under or in trust for it _____

5 General

PROVIDED ALWAYS and it is agreed that the provisions specified in the Second Schedule apply to the arrangements agreed between the parties _____

6 Successors

The expressions Council and Club where the context so admits include the respective successors in title of the parties to this document _____

IN WITNESS whereof the Common Seal of the Stone Town Council and Philip Morris and Catherine Ann Bond for and on behalf of Stone and District Angling Society have hereunto set their hands and seals the day and year first before written _____

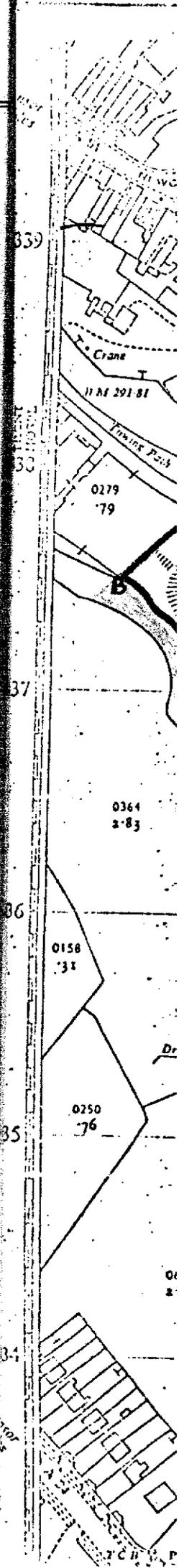
FIRST SCHEDULE

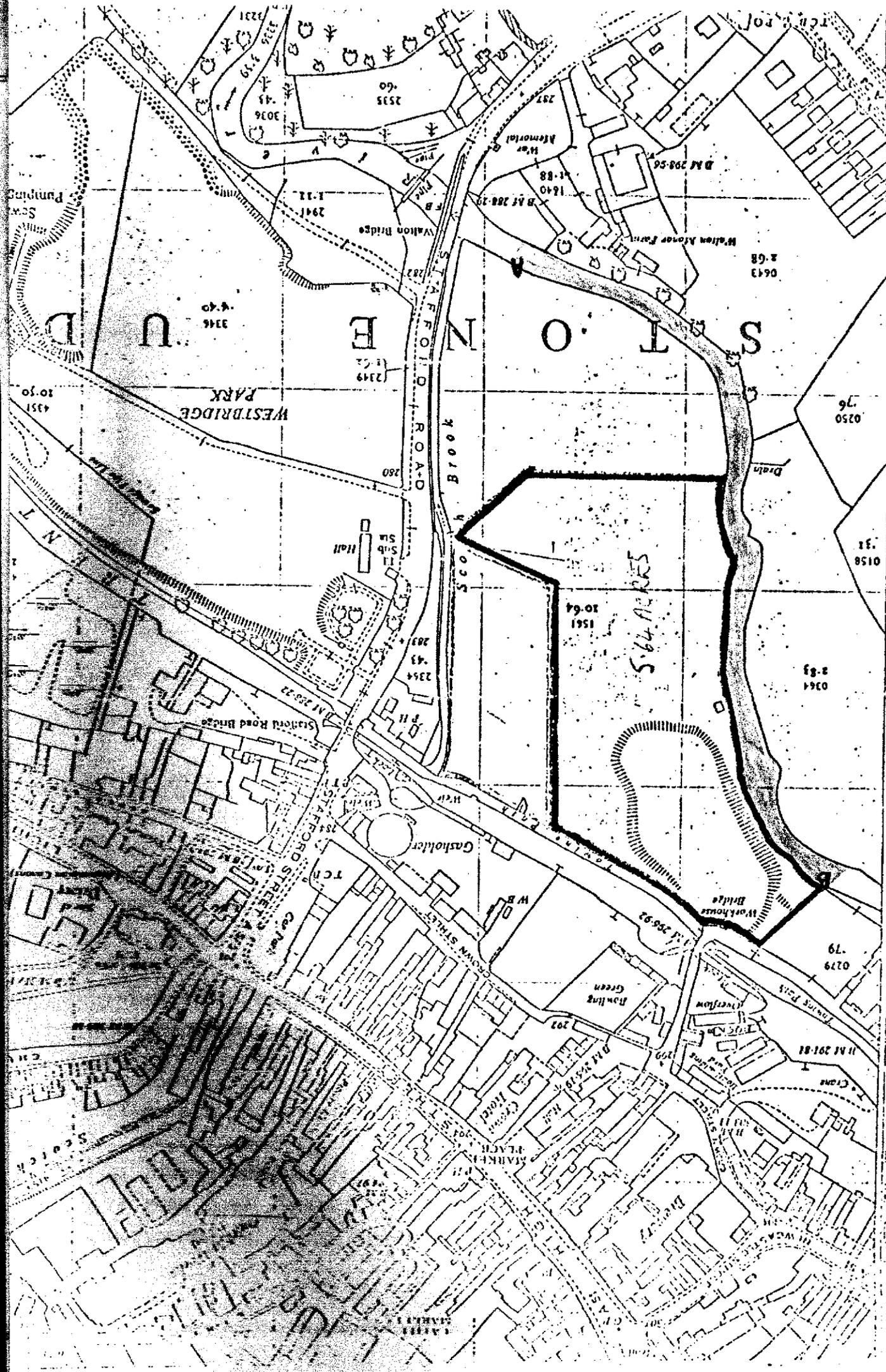
The Club's Obligations

1 To pay all rates taxes and outgoings (except as mentioned above) in respect of the Fishing Rights _____

2 To protect and preserve the fish in the River including spawn and young fish _____

3 To exercise the Fishing Rights and to use their best endeavours to ensure that the same are exercised by all members of the Club so as not to cause any





damage to the bank(s) of the River or to the Council's or others holding lands on and adjoining such bank(s) and to pay full compensation for any damage caused by such exercise _____

4 To exercise the Fishing Rights (and to use their best endeavours as above with regard to all members of the Club) properly and in a sportsman like manner [by fly fishing/rod and line angling] and only during proper seasons _____

5 Not to permit the Fishing Rights to be exercised by any persons other than registered members of the Club (or those purchasing from the Club a Day Ticket) being issued with membership cards _____

6 To employ at the Club's expense at least 2 competent Bailiffs to supervise the River and protect the fish in it and to expel all persons poaching or trespassing on the River for the purpose of fishing _____

7 To remove from the River all unauthorised nets and apparatus for taking fish and to pay all costs relating to the prosecution of poachers and other trespassers killing or attempting to capture fish in the River _____

8 To give immediate notice to the Council if any third party under a claim of right or otherwise attempts to take fish from the River _____

9 Not to assign underlet or transfer the Fishing Rights or any part of them or to grant licenses to fish in the River except to members of the Club or those purchasing a Day Ticket _____

10 To comply with the fishery byelaws for the time being in force of the Water Authority for the area _____

11 To indemnify the Council against all claims proceedings costs and expenses arising from or in connection with the grant of the Fishing Rights _____

12 At the end or sooner determination of the tenancy peaceably to yield up the Fishing Rights to the Council _____

SECOND SCHEDULE
Provisos

1 The Council may by 6 months notice in writing to the Club determine the grant of the Fishing Rights if the Club is dissolved owing debts or if it makes any arrangement with or executes any document for the benefit of any creditors or if there is any breach of the conditions specified in the First Schedule

2 Either party may determine the grant of the Fishing Rights at the end of the second year giving 6 months previous notice in writing to the other

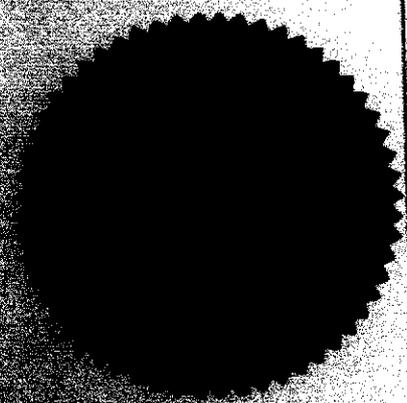
3 If the Club wishes to take a further term of grant of the Fishing Rights from the expiry of the term above it shall give to the Council not less than 12 months notice in writing and provided that at the end of the contractual term all its obligations as set out in the First Schedule have been complied with, and provided further that during the said 12 months notice period a rent for the grant of a further term has been agreed between the parties or referred to arbitration, under the provisions below, the Council shall at the cost of the Club grant to it a further term of grant of Fishing Rights for a period of 5 years

4 Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Services Act 1971 applies to any notices to be served under this document

5 If any dispute arises between the parties in relation to this document the same is to be referred for determination by a single arbitrator under the Arbitration Acts 1950 to 1979 (or any statutory modification or re-enactment for the time being in force) to be agreed in writing by the parties, and failing such agreement within one month such arbitrator to be nominated solely by the Council and whose decision shall be final and binding

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THE COMMON SEAL of
THE STONE TOWN COUNCIL
was hereunto affixed
in the presence of :-



A. Peck
TOWN CLERK
J. M. ...
TOWN CLERK