

RIPLEY TOWN COUNCIL

Minutes of the Meeting held on 24 July 2007 at the Town Hall, Ripley.

PRESENT

Councillor R A P Phillips-Forsyth (in the Chair)

Councillors R P Ashton, Mrs J N Blake, D Bowley, Mrs E A Bowley, S D Carter, Miss L D Cox, C Cutting, I Fisher, S D Freeborn, M B Gent JP, M J Godfrey, M C Hooley, Mrs L Joyes, M C Joyes, Mrs C J Manterfield, D R Neilson, Mrs A S Ward and D A Williams.

PC John Fahey (881) and one member of the public were in attendance.

ONE MINUTE SILENCE AS A MARK OF RESPECT FOR FINLAY MARTIN

All persons present stood in silence as a mark of respect for Finlay Martin of Old Road Heage (Aged 4) who had been killed in an accident with a vehicle trailer whilst walking with his mother to collect his sister from Heage Primary School on 19 July . The Town Clerk was to send a letter of condolence to his parents on behalf of the residents of Ripley Heage and Ambergate; the Town Council area.

MATTERS RAISED BY THE PUBLIC

No matter was raised by the public.

4902 APOLOGIES

An apology for absence was submitted on behalf of Councillors G Carlile and Mrs J H Gregory.

4903 DECLARATION OF MEMBERS INTERESTS

Councillor S D Freeborn declared a personal interest in the item discussed in Minute 4917.

4904 NON-EXEMPT MINUTES – 26 JUNE 2007

RESOLVED to confirm as a correct record the Non-Exempt Minutes of the Meeting held on 26 June 2007.

4905 MINUTES – RIPLEY BUSINESS ENGAGEMENT FORUM – 12 JUNE 2007

RESOLVED 1) to note the Minutes of the Ripley Business Engagement Forum held on 12 June 2007 and

2) to request the Ripley Business Engagement Forum to continue to donate £450 towards the electricity costs of the Christmas Lights in Ripley in view of the benefit to businesses in the Town Centre.

## 4906 ITEMS IN EXCLUSION

There were no items to be taken in exclusion.

## 4907 TOWN MAYOR'S ANNOUNCEMENTS

It was reported that the Town Mayor (Councillor R A P Phillips-Forsyth) had attended the following functions to represent the Town Council since the last meeting of the Council:-

30 June	310th Meeting of the Morris Ring of England Feast
9 July	Funeral of Drummer Thomas Wright
14 July	Ripley Hospital League of Friends Garden Party
15 July	Waingroves Show Lunchtime Roast
17 July	Ripley Business Engagement Forum

It was also reported that the Deputy Town Mayor had attended the following function to represent the Council:-

7 July	Golden Valley Light Railway Special Gala Day
--------	--

4908 2007 GARDEN COMPETITION AND BEST ALLOTMENT COMPETITION  
SPONSORED BY MIDLANDS CO-OPERATIVE SOCIETY (NEMCO) AREA

RESOLVED 1) to note that due to the inclement weather only seven entries had been received for the 2007 Garden Competition and three entries for the Best Allotment Competition

2) to note that the three classes in the 2007 Garden Competition and the Best Allotment Competition would be sponsored by the Midlands Co-operative Society

3) to note that Mr. Frank Constable had agreed to judge both competitions

4) that Councillor Mrs. L Joyes accompany the judge

5) to authorise payment of a £75.00 judging fee and travelling expenses of 54.4p per mile for Mr. Constable and luncheon costs for both Mr. Constable and Councillor Joyes

6) that the Chairman of the East Midlands Co-operative Society (NEMCO Area) Member Relations Committee be invited to present the prizes at the 18 September meeting and

7) that 1st, 2nd and 3rd medals are presented to the winners of the Allotment Competition.

4909 STAGECOACH MIDLAND RAIL LTD AWARDED EAST MIDLAND  
FRANCHISE  
FROM 11 NOVEMBER (INCLUDES MATLOCK –DERBY LINE)

RESOLVED to note 1) that the Department of Transport had announced that Stagecoach Midland Rail Ltd had been awarded the contract to run the new East Midlands Franchise from 11 November and

2) that it was intended that the new Community Rail Service between Matlock and Derby would be increased to every hour and extended directly to Nottingham.

4910 CHESTERFIELD ROYAL HOSPITAL NHS TRUST – CONSULTING ON  
PROPOSALS FOR COMMUNITY MIDWIFERY PROPOSALS

It was reported that the major changes proposed in the first ‘Best for you – best for your baby?’ consultation document had resulted in thousands of local people responding and the plan to close the Maternity Unit at the Whitworth Hospital Darley Dale was not supported. As a result the unit will re-open to births during the autumn to provide a seven days a week 24 hour a day service.

The new document addressed all the other questions raised by respondents on general matters.

RESOLVED that no comments be made on the further consultation document in view of the Whitworth Hospital Darley Dale Unit decision and the clarification paper on issues raised by respondents.

4911 WAR MEMORIAL INSCRIPTION – DRUMMER THOMAS WRIGHT OF  
RIPLEY

It was reported that the Town Clerk had contacted Horobins the Memorial Masons the  
Company

who had supplied the stones and inscribed the names that were added to the Ripley War Memorial for a quotation to add the name of Drummer Thomas Wright who had tragically  
lost

his life in Afghanistan serving with the Worcester and Sherwood Foresters Regiment.

RESOLVED 1) to note that Horobins Memorial Masons in view of the sad circumstances were willing to add the name to the Ripley War Memorial without charge and

2) that Horobins be thanked for there kind gesture.

4912 HIRE OF TOWN COUNCIL P A SYSTEM – HIRE AGREEMENT AND  
CHARGES

RESOLVED 1) to agree a charge of £50 for hire of the Council’s P A System with a £50 Bond charge on collection in lieu of damage by the hirer

2) that the Hire Agreement shown at Appendix 1 to the Minutes be approved and

- 3) to advertise the systems availability in the next Newsletter.

This is Page No 618 of the Minutes of the Meetings of Ripley Town Council held from 1 January 2000

4913 PLANNING APPLICATION AVA/2007/0713 – CONSTRUCTION OF NEW TOILET BLOCK, SERVICE POINTS, ROADS AND HARDSTANDING AT FIRS FARM NETHER HEAGE FOR THE CARAVAN CLUB – APPLICATION WITHDRAWN

RESOLVED to note that this planning application to the Borough Council had been withdrawn.

4914 RIPLEY ALL SAINTS FLOWER FESTIVAL 2008 – REQUEST FOR GRANT AID

RESOLVED 1) that a grant of £55 be made to the planned Flower Festival at Ripley All Saints Church on 28 June 2008 and

2) to offer the services of the Town Mayor to open the Flower Festival.

4915 CLOSURE OF B6197 BUTTERLEY HILL (MINUTE 4900)

It was reported that following the representations of this Council and others the County Council

as Highway Authority had reviewed the proposed road closure. Following the approval of the planning application the developer had the right to link his services into the highway. The Highway Authority had to ensure safe working areas which had resulted in the necessity to close the road. Public Transport arrangements made for period of the closure would be circulated to Members by the Town Clerk.

RESOLVED that the report be noted.

4916 PRELIMINARY CONSULTATION – PROPOSED SPEED REVIEW – STREET LANE DENBY

It was reported that the County Council were considering amending the existing speed limit regime applying to Station Road and Street Lane Denby. The proposals would provide 30mph,

40 mph and 50 mph stretches of highway together with a 30mph village speed limit gateway feature at the Ripley Road end of the village with an activated speed limit sign at the start of the

built up area.

RESOLVED to welcome and support the proposals for improved highway safety at Station Road and Street Lane Denby.

4917 PARISH COUNCIL ELECTIONS – SAINSBURY’S SUPERMARKET  
 POLLING  
 STATION – RETURNING OFFICER RESPONSE (MINUTE 4877)

RESOLVED to re-submit the Council’s comments in respect of Sainsbury’s Polling Station and the St John’s School alternative to the Returning Officer for consideration in the review of polling stations and polling districts currently taking place.

This is Page No 619 of the Minutes of the Meetings of Ripley Town Council held from 1 January 2000

4918 DERBYSHIRE ASSOCIATION OF LOCAL COUNCILS

RESOLVED 1) to note the information contained in the following Circulars:-

- (a) Circular 16/2007 – General
  - (i) CCTV – Guidance on Systems and Protocols
  - (ii) National Minimum Wage Increase
  - (iii) Fields in Trust - Formerly National Playing Fields Association
  - (iv) Peak Directions
  - (v) District Council Training Reminders
  - (vi) Clerk Vacancy – Sandiacre Parish Council
- (b) Circular 17/2007 – General
  - (i) No Smoking
  - (ii) Clerk Vacancy – Shardlow and Great Wilne

2) that the Council vote for Councillor Mrs K Brown of Ironville Parish Council from the five Amber Valley Parish Council Members nominated to represent Parishes on the Amber Valley Standards Committee

3) that the Council vote for Councillors G Cope (Ironville Parish Council), J Nelson (Belper Town Council) and Carol Sayers I (Kilburn Parish Council) to be the appointed Amber Valley DALC Executive Committee Members

4) to authorise the attendance of Councillor D Williams at the DALC Training Course at Tibshelf on 26 July at a cost £15.

4919 COUNCIL’S NOMINATION FOR ELECTION FOR THE AMBER VALLEY STANDARDS COMMITTEE

The Town Clerk reported that nominations for the election of a Standards Board representative to the Amber Valley Standards Committee closed on 22 July therefore the nomination of Councillor Gent made on 26 June was out of time. Regrettably the anticipated nomination of Councillor Ashton had been submitted to DALC and appeared on the nomination paper but was not considered in the election process. The Town Clerk apologised to the Council for the misunderstanding.

RESOLVED that the report be noted.

#### 4920 ACCOUNTS FOR PAYMENT/INCOME

RESOLVED 1) to authorise the under mentioned payments: -

Town Clerk's Salary	£693.00
Inland Revenue	£342.35
B Wood (Postages to 30/6/2007)	£138.86
Lady Jowitt (Rent 3 Grosvenor Road)	£462.50
AVBC (Newsletters 19&20)	£1315.80
Ambergate Brownies(Newsletters 19&20)	£100.00
Midland Newspapers(Newsletter 20)	£73.99
Corporate Express	£91.63
Total	£3218.13

This is Page No 620 of the Minutes of the Meetings of Ripley Town Council held from 1 January 2000

2) to note the following income since the last meeting:-

H M Revenue and Customs (Reclaimed Vat)	£2907.90
L B Plastics(SEP Sponsorship)	£250.00
Total	£3157.90

3) to note the Budget Appraisal/Risk Assessment to 30 June 2007

#### 4921 REPORT OF REPRESENTATIVE ON OUTSIDE BODIES

Councillors R A P Phillips-Forsyth and M J Godfrey reported on the items discussed at the meeting of the Ripley Business Engagement Forum held on 17 July 2007.

#### 4922 ITEMS FOR INFORMATION

Receipt of the following items was reported for the information of Members: -

- (a) On Board – Public Transport in Derbyshire Spring/Summer 2007
- (b) Chateau Renault (Twin Town) – June 2007 Information Bulletin
- (c) Countryside Voice – Summer 2007
- (d) Amber Valley Community Safety Team Invitation 16 and 18 July 2007
- (e) Standard Board Bulletin 34

**CONDITIONS OF HIRE - PUBLIC ADDRESS SYSTEM**

1 During the continuance of the hiring the Hirer shall:

- (a) Keep the equipment in good and satisfactory repair and condition.
- (b) Permit the owner and any person authorised by it all reasonable times to enter upon the premises in which the equipment is for the time being placed or kept for the purpose of inspecting and examining the condition thereof.
- (c) Keep the equipment at all times in his possession and control and not remove the same or any of it from the place where it is for the time being without the consent in writing of the owner or cause or permit any of the equipment to be so affixed to the premises in which it shall for the time being be situate as to become fixtures.
- (d) Notify the owner of any change in the Hirer's address and upon request by the owner promptly inform the owner of the whereabouts of the equipment.
- (e) Indemnify the owner against loss of or damage to the equipment or any part thereof and also in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the equipment or its presence and in respect of all costs and charges in connection therewith whether arising under statute or common law and whether or not such loss, damage or claim results from the negligence of the Hirer.
- (f) If the equipment is involved in any accident resulting in injury to persons or damage to property give immediate notice to the owner in writing.
- (g) Punctually pay for all repairs to or treatment of the equipment and keep the same free from any distress, execution or other legal process.
- (h) Not sell, assign, let, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the equipment or any interest therein or create or allow to be created any lien on the equipment whether for repairs or otherwise and in the event of any breach of this condition by the Hirer the owner shall be entitled but shall not be bound to pay any other party such sum as is necessary to procure the release of the equipment from any charge encumbrance or lien and to recover such sum from the Hirer forthwith.
- (i) Immediately after the signing of this agreement, insure the equipment and keep the same insured during the continuance of the hiring against loss or damage by accident, fire and theft to the full replacement value thereof.
- (j) To pay to the owner all expenses including legal costs on a full indemnity basis incurred by or on behalf of the owner in ascertaining the whereabouts of the equipment, taking possession of it by reason of a breach

This is Page No 622 of the Minutes of the Meetings of Ripley Town Council held from 1 January 2000

by the Hirer of any provisions of this agreement and preserving, insuring and storing the equipment thereafter and of any legal proceedings taken by or on behalf of the owner to enforce the provisions of this agreement.

(k) Upon expiration of the period of hire, deliver up the equipment to the owner in the same condition in which it was at the period of the commencement of the hire, fair wear and tear only excepted or make suitable arrangements for collection.

(l) Ensure that the equipment is operated in a skilful and proper manner in accordance with the manufacturer's instructions.

2 The Hirer acknowledges that prior to signing this agreement he has examined the equipment and satisfied himself that it is in good order and condition and acknowledges that the owner does not in any way represent or warrant that the equipment is of merchantable quality or suitable or fit for the particular or any purpose for which it is or may be required and that no liability shall attach to the owner either in contract or in tort for loss, injury or damage sustained by reason of any defect in the equipment whether such defect be latent or apparent on examination.

.....

I agree to the terms and conditions of hire outlined above

Period of Hire.....

Signed.....(Hirer)

Name in full.....

Address.....

.....Post Code.....

Tel.....

.....

Signed.....

Town Clerk

(Date).....

**THE HIRE CHARGE IS £50 PER WEEK (COLLECT ONE FRIDAY - RETURN THE NEXT)**