

Present: Cllrs Bell, Clare, Hawes, Lowther, Rogers, St Joseph

In the Chair: Cllr Plater

Clerk: Michelle Curtis

Also Present: District Councillors Stephens
One member of the public
Remotely via Zoom - One member of the public

1. Resignation

The resignation from Cllr Legg was received and noted.

Councillors acknowledge the hard work of Cllr Legg during her time with the Parish Council.

Action: Clerk to notify Maldon District Council and to display the necessary notices.

2. Apologies for Absence

There were apologies for absence from Cllrs Chambers and Lankester.

3. Declarations of Interest

Cllr St Joseph declared interests as follows:

- Personal interest regarding agenda item 8.1, planning application HOUSE/MAL/21/00591, as the applicant is a family member.
- Personal interest regarding agenda item 14 as he has a business interest with the Landowner.

4. Public Forum

A resident raised a complaint regarding the allotments as follows:

- The Allotments is the responsibility of the Environment and Amenity Committee, and it feels like the Allotments have been ignored. Photographs of the Allotments had been submitted to the Clerk for circulation to Councillors.
- To the right of the top gate, there is an opening near to an open ditch. It needs to have a small fence installed to stop anyone from falling into the ditch.
- The resident suggested that the ditch could be piped, and the area backfilled, providing additional parking.
- As you go along the track to the seawall, between the hedge and the track is totally overgrown.
- Some of the hedges are overgrown and need to be cut back.
- Some plots are not being worked.
- Replacement signage is required at the Allotments.

Action: Issues raised by the resident to be discussed further by the Environment and Amenity Committee at their meeting scheduled for 20th July 2021.

A resident reported that the telephone mast was faulty again.

Cllr St Joseph reported that once the provider had been made aware of the issue with the mast, their team had been on site trying to resolve the issue.

Action: Clerk to write to Priti Patel MP to bring to her attention.

5. County Councillors and District Councillors

Cllr Stephens reported the following:

- She is continuing to support the residents of Waterworks Road, and she explained the options that were being looked into (Appendix A) to help the residents resolve the issue.

6. Minutes of the Meetings held on 1st June 2021

Resolved: the Minutes of the Parish Council Meeting held on 1st June 2021 be approved as a true and accurate record of the meeting subject to a minor amendment. Proposed Cllr St Joseph, seconded Cllr Lowther. Unanimously agreed.

The Chairman signed the Minutes.

7. Finance

7.1 Monthly Financial Report

The Financial Report as of the 30th June 2021 (Appendix B) was presented to the Council.

Councillors received the following monthly financial reports:

Bank Reconciliation – The closing balance of £104,214.88

Expenditure to date – Budget £98,554 - Actual to date £16,276

Income to date – Budget £98,554 (including Precept £89,902) – Actual to date £46,692

Earmarked Funds – Closing Balance £32,373.88 – Net movement - £17,793.33

Resolved: to approve the Financial Report. Unanimously agreed.

The Clerk reported:

- The Parish Council is still paying rates for the Cemetery even though the Council removed the shed. The Valuations Office had requested further information, which she had provided.

Action: Clerk to request an update from the Valuations Office on the progress.

The Chairman signed the Reports.

7.2 Payments

The items for payment totalling £9,203.90 were presented for approval (Appendix C).

Resolved: to approve payments and make online payments.

8. Planning

8.1 Planning Applications

Application No: WTPO/MAL/21/00527

Proposal: TPO 11/16 T1 Silver Birch - Reduce the 3 co-dominant leaders by 3-4 metres. Reduce the limb with the stress crack/rib by 3 metres. Reduce canopy by 1.5 metres

Location: 83 East Street Tollesbury

Resolved: to recommend approval of this application. Unanimously agreed.

Application No: COUPA/MAL/21/00622 PP-09906603

Proposal: Change of use of 1No. agricultural building to 2No. dwellinghouses.

Location: Barn A At Guisnes Lodge Back Road Tollesbury

Resolved: to respond no further comments on this application. Unanimously agreed.

Following the declaration disclosed, Cllr St Joseph left the meeting.

Application No: HOUSE/MAL/21/00591

Proposal: Two storey rear extension

Location: The Nook 3 Wycke Lane Tollesbury

Resolved: to recommend approval of this application. Unanimously agreed.

Cllr St Joseph returned to the meeting.

9. Recreation Ground

9.1 Verbal Update from the Recreation Ground Committee

Cllr Lowther reported:

- Some Members of the Recreation Ground Committee had attended an informal onsite meeting to look at the items raised in the Annual Inspection Report. Quotations are being obtained for various works, which will come to the Parish Council in due course.
- The access to the Recreation Ground via St Johns Court, the resident whose garden is next to the path, has removed excessive amounts of soil from their property and put it on the path against their fence. It is believed that the resident had installed a large pond in their garden. The Clerk has reported this and sent photographs to the Housing Association.
Action: Clerk to make further contact with the Housing Association regarding this.
Action: Clerk to bring to the attention of Maldon District Council as this is fly-tipping.
- The Parish Council previously agreed to grant £1,000 towards new goals for junior football. The goalposts have been ordered, and Tollesbury Juniors will submit a copy of the invoice to the Parish Council.

9.2 New Signage

Resolved: to accept the proposal from the Recreation Ground Committee to purchase six new signs for the play area. The cost of the signage would be £15.85 each plus VAT and delivery.

9.3 Quotation Tree Work

Resolved: to accept the quotation from Bonz (Appendix D) for £50 to remove some branches from an Elder tree that is overhanging into a residents garden on the boundary of the Recreation Ground and Elysian Gardens. Unanimously agreed.

9.4 Monthly Inspection Report

The Monthly Inspection Report dated 29/06/2021 was received. There were no new issues to report.

10. Environment & Amenity (Allotments, Burial Ground, Hasler Green, Woodrolfe Green, Streetlights, Dog/Litter Bins, Highways, Footpaths)

10.1 Verbal Update from the Environment and Amenity Committee

Committee meeting scheduled for 20th July 2021.

The Committee will discuss the concerns raised by the resident at the meeting regarding the Allotments.

11. Woodrolfe Hard

11.1 Verbal Update from the Woodrolfe Hard Committee

The Committee meeting arranged for 8th July had been cancelled and will be rescheduled.

The Committee will discuss laying extra stones down.

12. Woodup Pool

12.1 Verbal Update from the Woodup Pool Committee

Cllr Lowther reported Cllrs Bell, Hawes, the Clerk, Andrew Eastham, and himself had met with Ben Parmenter and Gary Frost to sign off the works at the sluice gate. Ben agreed to provide detailed documents on the sluice gate for future reference. Whilst at the meeting, Ben had suggested some other works around the pool area that the Parish Council may consider in the future. Ben will provide a list of the works in due course.

A working party will be organised to prepare the pool for the opening on the 19th July 2021.

There are some other general maintenance jobs needed at the pool, and Bonz will be providing a quotation for these works.

The signage at Woodup Pool needs replacing. It was intended to update the signage last year, but due to the issues with the sluice gate, any funds held were used towards the repairs. Therefore, the Committee would like to apply for the Essex County Council (ECC) Community Initiatives Funds for funding towards new signage.

13. The Crown Estate

The Chairman reported that he had spoken to Ben Parmenter, Secretary – Fairways Committee, regarding the letter from the Crown Estate.

The Chairman suggested that the Parish Council wait at this stage.

14. Re-routing of Footpath

The Chairman reported that Cllrs Bell, Hawes, Rogers, St Joseph, the Parish Clerk, and himself had met the Landowner to clarify some of the concerns raised at the previous Council Meeting.

Those who attended the meeting felt that the proposed route would:

- Most importantly, it provided a safer route for footpath users as they no longer needed to walk through a working farm.
- Provide an attractive small area of woodland walking.
- The proposed route provides lovely views of the estuary.

The Chairman had suggested that the Landowner consider a small annuity which would be ring-fenced for any repairs which may need doing to the footpath which will run across the bottom of the Recreation Ground.

The Parish Council unanimously agreed that they would be supportive if the Landowner applied to Highways to re-route footpaths 8 and 21 at Bohuns Hall Farm.

15. Website

15.1 Verbal Update from the Chairman

The Chairman reported that on 21st June 2021, the Clerk and himself had met with James Phelan and Andrew Gilbert to discuss how to move forward regarding Accessibility of the Parish Council Website.

At that meeting, all parties agreed that the best way forward would be for James to liaise with Andrew regarding bringing the website to Web Content Accessibility Guidelines (WCAG) 2.1 level A compliance.

The Chairman proposed that if the Parish Council agree to proceed with the quotation from Phelan Barker to bring the website to WCAG 2.1 level A, then once all updates have been completed, Andrew Gilbert will carry out an additional audit of the website.

15.2 Quotations

Resolved: Unanimously agreed to accept quotations as follows:

Phelan Barker (Appendix E) – £940 + VAT to bring the website to WCAG 2.1 level A

Andrew Gilbert (Appendix F) - £150 to carry out an additional audit of the website upon completion of the works by Phelan Barker.

16. Maldon District Council Local Development Plan

The letter regarding the review of the Local Development Plan was received. The Parish Council noted that the current housing land supply is 3.26 years, and it should be 5.

The review of the Local Development Plan will also have an impact on Parishes that are preparing Neighbourhood Plans. The Chairman advised that a meeting of the Neighbourhood Plan Committee had been arranged for 22nd July 2021.

17. Streetlights

The Chairman reported that ECC has checked their records and have advised the following:

- Two streetlights in Elysian Gardens and one in East Street are the responsibility of ECC and not the Parish Council.
- One unit in North Road and one at the junction of New Road/East Street are the responsibility of the Parish Council.

Action: Clerk to arrange a further meeting with ECC.

18. Footpaths 22 and 28

Information of the temporary closure of footpaths 22 & 28 from 26/07/21 to 01/10/21 was received and noted.

19. Defibrillators

A resident advised that he had been in discussions with Charlies Angels, a Charity that worked in conjunction with the Charity CRY (Cardiac Arrest in the Young) and committed to donate two defibrillators and cabinets to the village. One unit would be installed outside the British Legion, and it was suggested the other unit could be installed Thurstable Road/Mell Road.

Councillors were supportive of the additional defibrillators in the village and the resident will take the matter forward.

20. Consultations

20.1 Highways England

Noted - A consultation on the Preliminary Design of the A12 Chelmsford to A120 Widening Scheme. The consultation will run for eight weeks, from Tuesday 22nd June to Monday 16th August 2021.

20.2 Boundary Commission Changes

Noted - The independent Boundary Commission for England (BCE) is redrawing the map of Parliamentary constituency boundaries. The consultation runs until 2nd August 2021.

20.3 Maldon District Council - Statement of Community Involvement (SCI) Consultation

Noted - The consultation will run from Friday 17th June to Thursday 29th July 2021.

21. Police/Community Protection Officers (CPOs)

21.1 Police

The Police Reports (confidential) were received and noted.

21.2 CPO Report for May 2021

It was noted there were 2 VMOs (Vehicle Move-Ons) during the May patrols.

Resolved: to have a half-hour Tru-Cam patrol in Woodrolfe Road once the roadworks had been completed.

22. Administration

Coastal Access – Maldon to Salcott

Notification had been received from Natural England that the necessary Order to commence the rights of access, under section 2(1) of the Countryside and Rights of Way

Act 2020, will be passed with effect that the rights come into force on 30th June 2021 (Appendix G).

23. Community Concerns – Information Exchange/Next Agenda Items

Cllr Clare reported:

- The works to the footpath down Woodrolfe Farm Lane to the Marina has been completed; the village greatly appreciates this.

Cllr Rogers reported:

- The large pothole at the junction of the Post Office is very dangerous.
Action: Clerk to bring to the attention of Cllr Durham as this has been reported on the ECC reporting tool.

Cllr St Joseph reported:

- He was unable to attend the Bradwell B meeting and would appreciate an update.
Action: Cllr Stephens agreed to obtain further information from MDC and would report back to the Council.

The Chairman reported:

- The Mersea Harbour Protection Trust are hoping to begin the surcharge work in the autumn.
- The Chairman advised that the Parish Council has continued to provide remote access to Parish Council meetings, but it has been proven to be difficult to achieve effectively. The Chairman suggested with the proposed lifting of lockdown rules, the Parish Council cease providing remote access for the public. Councillors agreed with the suggestion, and remote access would cease after 19th July 2021.

24. Dates of the Next Meetings

Tuesday 20th July 2021 – Full Council Meeting – PLANNING ONLY –
7.30 pm

Tuesday 20th July 2021 – Environment and Amenity Committee - Following the Full Council Meeting.

Tuesday 3rd August 2021 – Full Council Meeting - 7.30 pm

Wednesday 4th August 2021 – Full Council Meeting – PLANNING ONLY –
7.30 pm

The Chairman closed the meeting at 10.00 pm.

Signed.....

Date

PARISH COUNCIL MEETING 4JUL21: WATERWORKS ROAD – Emma Stephens

CURRENT SITUATION

- Unmade road, formerly a cul de sac, but now used for access to the whole Thurstable estate – increasing deliveries by Amazon etc severely damaging the road
- Privately owned, so owners must maintain
- But custom and practice of the public using it >20 years means public have acquired right to do so ie Has become a Highway even though still privately owned - AKA a “Private Street”
- Nobody can lawfully block off a Private Street:
 1. ECC can’t because it’s not theirs
 2. Owners can’t because it’s now a Highway

OPTIONS

	Pros	Cons	Notes
Adoption by Essex Highways	<ul style="list-style-type: none"> • ECC responsible for maintenance • ECC responsible for insurance 	<ul style="list-style-type: none"> • Owners must pay to bring it up to public road standards first, £150k? • ECC <i>might</i> then block it off, but no guarantee, as no reason once adopted • If not, surely more vehicles and faster driving 	
Traffic Regulation Order – eg weight limit	<ul style="list-style-type: none"> • Fewer heavy vehicles => lower maintenance costs, less frequent repairs 	<ul style="list-style-type: none"> • Owners still (optionally) responsible for insurance 	<ul style="list-style-type: none"> • ECC to confirm that this is an option, and the procedure • Currently preferred option
Do nothing		<ul style="list-style-type: none"> • Rising volume of heavy traffic => rising maintenance costs and increasing frequency • Owners (optionally) responsible for insurance • Ownership unclear 	

NEXT STEPS

1. Get ECC response
2. Find deeds / land registry info (ongoing) and determine ownership
 - Vital as some deeds say ownership ends at the edge of the drive, not inc the road
 - Water company don’t think it’s theirs and clearly ECC doesn’t think it’s theirs
3. Try to get sat nav companies to show different routes (ongoing)
4. Research Thurstable Estate planning application archives, esp to find rest of correspondence between MDC and PC relating to whether this would become a through road (ongoing)
5. Maybe obtain legal advice
6. Maybe create residents’ association
7. Maybe buy insurance

Date: 03/07/2021

Tollesbury Parish Council Current Year

Page 1

Time: 13:02

**Bank Reconciliation Statement as at 30/06/2021
for Cashbook 1 - Tollesbury Bank Accounts**

User: MICHELLE

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Current Account 1	30/06/2021		64,410.61
Deposit Account	30/06/2021		497.12
P/Sector Reserve	31/03/2021		0.00
Coop Current Account 2	30/06/2021		4,631.82
Petty Cash	30/06/2021		13.33
Unity Current Account	30/06/2021		34,662.00
			0.00
			<u>104,214.88</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			104,214.88
<u>Receipts not Banked/Cleared (Plus)</u>			
		0.00	
			<u>0.00</u>
			104,214.88
		Balance per Cash Book is :-	104,214.88
		Difference Excluding Adjustments is :-	0.00
<u>Adjustments to Reconciliation</u>			
19/09/2017 ONLINE Colin Elmer		0.00	
19/09/2017 ONLINE Colin Elmer		0.00	
18/04/2019 D/C Morrisons		0.00	
			<u>0.00</u>
		Unreconciled Difference is :-	<u>0.00</u>

Earmarked Reserves

Account		Opening Balance	Net Transfers	Closing Balance
320	EMR Amenities	2,328.41	5,000.95	7,329.36
321	EMR Cemetery	-499.05	499.05	0.00
322	EMR Recreation Ground	4,502.13	4,000.00	8,502.13
323	EMR Unallocated	1,101.31	383.33	1,484.64
324	EMR Woodup Pool	-1,842.26	4,000.00	2,157.74
325	EMR Pavilion Project	0.00		0.00
326	EMR Pavilion	0.00		0.00
327	EMR Neighbourhood Plan	3,358.19	250.00	3,608.19
328	EMR Fencing Project	0.00		0.00
329	EMR Woodrolfe Hard	4,660.82	1,000.00	5,660.82
330	EMR Streetlighting	496.00		496.00
331	EMR Woodup Pool Project	0.00		0.00
332	EMR Play Equipment Project	0.00		0.00
333	Tollesbury Harbour Project	250.00		250.00
334	EMR Website	225.00	2,660.00	2,885.00
		<u>14,580.55</u>	<u>17,793.33</u>	<u>32,373.88</u>

Detailed Income & Expenditure by Budget Heading 30/06/2021

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>100 Wages</u>							
Wages :- Indirect Expenditure	8,378	40,008	31,630	0	31,630	20.9%	0
Net Expenditure	(8,378)	(40,008)	(31,630)				
<u>110 Administration</u>							
1076 Precept	44,951	89,902	44,951			50.0%	
1080 Bank Interest Received	0	2	2			0.0%	
Administration :- Income	44,951	89,904	44,953			50.0%	0
4100 Audit Fees	300	700	400		400	42.9%	
4110 Bank Charges	24	100	76		76	23.9%	
4120 Insurance	0	2,650	2,650		2,650	0.0%	
4130 Miscellaneous	7	500	493		493	1.5%	
4140 Office Allowance	195	780	585		585	25.0%	
4150 Photocopier	79	900	821		821	8.8%	
4160 Postage	0	40	40		40	0.0%	
4170 Stationery	9	60	51		51	15.3%	
4180 Subscriptions	1,210	1,425	215		215	84.9%	
4190 Telephone	134	600	466		466	22.3%	
4200 Training	0	130	130		130	0.0%	
4210 Website	400	1,025	625		625	39.0%	
Administration :- Indirect Expenditure	2,358	8,910	6,552	0	6,552	26.5%	0
Net Income over Expenditure	42,593	80,994	38,401				
<u>120 Amenities</u>							
1100 Allotments Income	0	1,000	1,000			0.0%	
Amenities :- Income	0	1,000	1,000			0.0%	0
4130 Miscellaneous	98	700	602		602	14.0%	
4250 Allotments	197	500	303		303	39.5%	
4260 Hasler Green	60	360	300		300	16.7%	
4270 Rangers	0	1,260	1,260		1,260	0.0%	
4280 Woodrolfe Green	100	600	500		500	16.7%	
Amenities :- Indirect Expenditure	455	3,420	2,965	0	2,965	13.3%	0
Net Income over Expenditure	(455)	(2,420)	(1,965)				

Detailed Income & Expenditure by Budget Heading 30/06/2021

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>130 Cemetery</u>							
1110 Fees	876	5,000	4,125			17.5%	
Cemetery :- Income	<u>876</u>	<u>5,000</u>	<u>4,125</u>			<u>17.5%</u>	<u>0</u>
4130 Miscellaneous	31	100	69		69	30.9%	
4310 Contract	1,083	6,500	5,417		5,417	16.7%	
4330 Water/Sewage Rate	71	120	49		49	59.3%	
4340 Rates	91	0	(91)		(91)	0.0%	
Cemetery :- Indirect Expenditure	<u>1,276</u>	<u>6,720</u>	<u>5,444</u>	<u>0</u>	<u>5,444</u>	<u>19.0%</u>	<u>0</u>
Net Income over Expenditure	<u>(401)</u>	<u>(1,720)</u>	<u>(1,319)</u>				
<u>140 Pavilion</u>							
1120 Hire Charge	50	50	0			100.0%	
Pavilion :- Income	<u>50</u>	<u>50</u>	<u>0</u>			<u>100.0%</u>	<u>0</u>
4330 Water/Sewage Rate	91	250	159		159	36.2%	
4400 Cleaning Items	0	50	50		50	0.0%	
4410 Electricity	125	300	175		175	41.5%	
4420 Maintenance	0	150	150		150	0.0%	
Pavilion :- Indirect Expenditure	<u>215</u>	<u>750</u>	<u>535</u>	<u>0</u>	<u>535</u>	<u>28.7%</u>	<u>0</u>
Net Income over Expenditure	<u>(165)</u>	<u>(700)</u>	<u>(535)</u>				
<u>150 Projects</u>							
4500 Amenities	0	5,500	5,500		5,500	0.0%	
4530 Recreation Ground	0	4,000	4,000		4,000	0.0%	
4540 Woodup Pool	0	2,000	2,000		2,000	0.0%	300
4560 Neighbourhood Plan	0	250	250		250	0.0%	
4590 Woodrolfe Hard	0	1,000	1,000		1,000	0.0%	
4610 Unallocated Sum	0	400	400		400	0.0%	17
4640 Website	0	2,660	2,660		2,660	0.0%	
Projects :- Indirect Expenditure	<u>0</u>	<u>15,810</u>	<u>15,810</u>	<u>0</u>	<u>15,810</u>	<u>0.0%</u>	<u>317</u>
Net Expenditure	<u>0</u>	<u>(15,810)</u>	<u>(15,810)</u>				
6000 plus Transfer from EMR	17						
6001 less Transfer to EMR	300						
Movement to/(from) Gen Reserve	<u>(283)</u>						

Detailed Income & Expenditure by Budget Heading 30/06/2021

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>160 Rec Ground</u>							
1130 Pitch Fees	315	1,800	1,485			17.5%	
Rec Ground :- Income	315	1,800	1,485			17.5%	0
4310 Contract	1,376	8,355	6,979		6,979	16.5%	
4420 Maintenance	118	2,200	2,082		2,082	5.4%	
4710 Pitch	0	500	500		500	0.0%	
Rec Ground :- Indirect Expenditure	1,494	11,055	9,561	0	9,561	13.5%	0
Net Income over Expenditure	(1,179)	(9,255)	(8,076)				
<u>170 Street Clean</u>							
4310 Contract	833	4,800	3,967		3,967	17.4%	
Street Clean :- Indirect Expenditure	833	4,800	3,967	0	3,967	17.4%	0
Net Expenditure	(833)	(4,800)	(3,967)				
<u>180 Street Light</u>							
4410 Electricity	232	1,000	768		768	23.2%	
4420 Maintenance	170	700	530		530	24.3%	
Street Light :- Indirect Expenditure	402	1,700	1,298	0	1,298	23.6%	0
Net Expenditure	(402)	(1,700)	(1,298)				
<u>190 Woodrolfe Hard</u>							
1110 Fees	500	800	300			62.5%	
Woodrolfe Hard :- Income	500	800	300			62.5%	0
4130 Miscellaneous	140	350	210		210	40.0%	
4730 Rent	0	431	431		431	0.0%	
Woodrolfe Hard :- Indirect Expenditure	140	781	641	0	641	17.9%	0
Net Income over Expenditure	360	19	(341)				
<u>200 Woodup</u>							
4190 Telephone	121	480	359		359	25.1%	
4270 Rangers	0	400	400		400	0.0%	
4310 Contract	40	240	200		200	16.7%	
4420 Maintenance	4	750	746		746	0.5%	
4700 Toilet	0	1,100	1,100		1,100	0.0%	
4760 Litter Collection	0	350	350		350	0.0%	
Woodup :- Indirect Expenditure	164	3,320	3,156	0	3,156	4.9%	0
Net Expenditure	(164)	(3,320)	(3,156)				

Detailed Income & Expenditure by Budget Heading 30/06/2021

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>210</u> <u>S137 Expenditure</u>							
4800 Donations	0	600	600		600	0.0%	
S137 Expenditure :- Indirect Expenditure	<u>0</u>	<u>600</u>	<u>600</u>	<u>0</u>	<u>600</u>	<u>0.0%</u>	<u>0</u>
Net Expenditure	<u>0</u>	<u>(600)</u>	<u>(600)</u>				
<u>220</u> <u>Other</u>							
4850 Agency Services	560	500	(60)		(60)	112.0%	
4860 Advertising	0	180	180		180	0.0%	
Other :- Indirect Expenditure	<u>560</u>	<u>680</u>	<u>120</u>	<u>0</u>	<u>120</u>	<u>82.4%</u>	<u>0</u>
Net Expenditure	<u>(560)</u>	<u>(680)</u>	<u>(120)</u>				
Grand Totals:- Income	46,692	98,554	51,862			47.4%	
Expenditure	16,276	98,554	82,278	0	82,278	16.5%	
Net Income over Expenditure	<u>30,416</u>	<u>0</u>	<u>(30,416)</u>				
plus Transfer from EMR	17						
less Transfer to EMR	300						
Movement to/(from) Gen Reserve	<u>30,133</u>						

TOLLESBURY PARISH COUNCIL
PAYMENTS FOR APPROVAL

July 2021

Date	Cheque No.	Payee	Invoice No/Ref	Expenditure Detail		Amount
CO-OPERATIVE BANK - CURRENT ACCOUNT						
15.06.21	D/D	Bulb Energy		Electricity Supply - Pavilion		£43.61
24.06.21	D/D	E.on		Electricity Supply - Streetlights		£82.14
28.06.21	D/D	British Telephone	Q083 Y&	Pool Phone		£144.72
30.06.21	D/D	Utility Warehouse	168589875	Parish Phone		£53.04
01.07.21	D/D	Maldon District Council		Non-Domestic Rates - Cemetery		£30.00
15.07.21	D/D	A & J Lighting Solutions	35312	Monthly maintenance		£67.92
CO-OPERATIVE ACCOUNT - ACCOUNT No. 2						
14.06.21	D/C	Tesco		Cleaning materials		£4.30
16.06.21	D/C	Adobe		Adobe Monthly Subscription		£12.94
24.06.21	D/C	Zoom	INV92975519	Annual Subscription		£143.88
25.06.21	D/C	Dropbox		Annual Subscription		£95.88
03.07.21	D/C	Staines & Bright		Keys Cut		£7.99
UNITY TRUST BANK - CURRENT ACCOUNT						
30.06.21	D/D	Unity Trust Bank		Bank Charges		£23.85
06.07.21		Wages	Wages	Staff Wages		£2,144.86
	Online	HMRC		Tax & NI - April - June 2021		£2,047.51
	Online	Essex Pension Fund		Employee and Employer Contributions - July	£711.46	
				Less overpayment 2020/21	-£18.37	£693.09
	Online	D W Maintenance	2019	Grounds Maintenance - Cemetery - June	£541.66	
			2020	Grounds Maintenance - June	£787.92	£1,329.58
	Online	S Curtis	Inv 7	Litter Contract		£416.66
	Online	RCCE		Annual Subscription		£72.60
	Online	Corona Corporate Solutions	281051	Quarterly Charge	£95.08	
			281369	Quarterly usage charge	£63.60	£158.68
	Online	Bonz	3212	Installation of 2 bins and disposal of existing bins	£125.00	
			4829	Installation of 1 bins and disposal of existing bin	£56.00	
			3207	Reduce willow tree by a third - Woodrolfe Green	£950.00	£1,131.00
	Online	Viking Skips	832	Civic Amenity Skip		£168.00
	Online	Wicksteed		Replacement Cradle Seat - Toddler Swing		£170.04
	Online	The Sign Shed	SI-43031	ROAD FLOODS' signs - Woddrolfe Hard		£161.61
TOTAL						£9,203.90

Payment Breakdown	
Tollesbury Current Account	£421.43
Tollesbury A/c No. 2 Debit Card	£264.99
Unity Trust Bank	£8,517.48
TOTAL	£9,203.90

5764



GARDEN MAINTENANCE LTD

28 Church Street, Tollesbury, Maldon, Essex CM9 8QJ

☎ : 01621 868526

☎ : Mobile: 07958 778275

Fax: 07092 377274

Email: bonz.garden@outlook.com

www.bonzgardenltd.co.uk

Date Accepted.....

Invoice No.....

Paid.....

Hours.....

Estimate

Location Tollesbury RecType Elder Tree

Fell.....

Prune Remove overhanging

Stump Grind.....

Crown Reduction.....%

Canopy Uplift.....%

Tree Preservation Order NoConservation Area No

Log On Site.....

Remove and Chip ☒

Shrubs and Hedges.....

Patio Area m² Turf Area m² Deck Area m²

Fencing Linear Metres..... Concrete/Wood Posts Panel Type

Height..... Gravel Boards – Concrete/Timber Height.....

Finished Height..... Stepped

Others.....

Name Tollesbury Parish CouncilAddress 4 Valkyrie CloseTollesbury

Postcode.....

Phone In phonebook

Mobile.....

Total Cost payable inclusive

of all labour and materials

unless stated £ 50.00Date 7/7/21Signed [Signature]

Estimate

Tollesbury Parish Council Accessibility to A Standard

Description

In accordance with Web Content Accessibility Guidelines (WCAG) 2.1

<https://www.w3.org/TR/WCAG21/>

A Compliances

Guideline 1.1 – Text Alternatives

1.1.1 Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.

All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below.

Works Alt tags for all images, creating captions, update fields upload and test – 6hrs
Programming – 2hrs

Guideline 1.2 – Time-based Media

1.2.1 Audio-only and Video-only (Pre-recorded)

For pre-recorded audio-only and pre-recorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labelled as such.

Works NA

1.2.2 Captions (Pre-recorded)

Captions are provided for all pre-recorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labelled as such.

Works NA

1.2.3 Audio Description or Media Alternative (Pre-recorded)

An alternative for time-based media or audio description of the pre-recorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labelled as such.

Works NA

Guideline 1.3 – Adaptable

1.3.1 Info and Relationships

Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.

Works Already in place.

1.3.2 Meaningful Sequence

When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined.

Works Already in place.

1.3.3 Sensory Characteristics

Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, colour, size, visual location, orientation, or sound.

Works NA

Date: 07 June 2021
Job reference: TPC/W/E10
Client: Tollesbury Parish Council

Description

Guideline 1.4 Distinguishable

1.4.1 **Use of Colour**

Colour is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

Works Check and test all colour use
Check anchors are clear and working, underline all linked content – 4hr
Programming – 1hr

1.4.2 **Audio Control**

If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level.

Works Homepage carousel control make more obvious, design solution – 0.5hr
Programming – 0.5hr

Guideline 2.1 Keyboard Accessible

2.1.1 **Keyboard**

All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints.

Works Already in place

2.1.2 **No Keyboard Trap**

If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away.

Works Already in place.

2.1.4 **Character Key Short-cuts**

If a keyboard short-cut is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true:

- Turn off
- A mechanism is available to turn the short-cut off;
- Remap
- A mechanism is available to remap the short-cut to use one or more non-printable keyboard characters (e.g. Ctrl, Alt, etc);
- Active only on focus
- The keyboard short-cut for a user interface component is only active when that component has focus.

Works Short cuts to be identified and added to Accessibility Statement – 2hrs
Programming – 2hrs

Description

Guideline 2.2 Enough Time

2.2.1 Timing Adjustable

For each time limit that is set by the content, at least one of the following is true:

- Turn off
- The user is allowed to turn off the time limit before encountering it; or
- Adjust
- The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or
- Extend
- The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or
- Real-time Exception
- The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or
- Essential Exception
- The time limit is essential and extending it would invalidate the activity; or
- 20 Hour Exception
- The time limit is longer than 20 hours.

Works NA

2.2.2 Pause, Stop, Hide

For moving, blinking, scrolling, or auto-updating information, all of the following are true:

- Moving, blinking, scrolling
- For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and
- Auto-updating
- For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.

Works NA

Guideline 2.3 Seizures and Physical Reactions

2.3.1 Seizures and Physical Reactions

Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.

Works NA

Guideline 2.4 Navigable

2.4.1 Bypass Blocks

A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.

Works Add skip to content so screen readers can go straight to content.
Programming – 1.5hr

2.4.2 Page Titled

Web pages have titles that describe topic or purpose.

Works Already in place.

Estimate

Description

2.4.3 **Focus Order**
If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.

Works Already in place.

2.4.4 **Link Purpose (In Context)**
The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.

Works All anchors to be checked and made fully descriptive – 1 hr

Date: 07 June 2021
Job reference: TPC/W/E10
Client: Tollesbury Parish Council

Guideline 2.5 Input Modalities

2.5.1 **Pointer Gestures**
All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential.

Works NA

2.5.2 **Pointer Cancellation**
For functionality that can be operated using a single pointer, at least one of the following is true:
– No Down-Event
– The down-event of the pointer is not used to execute any part of the function;
– Abort or Undo
– Completion of the function is on the up-event, and a mechanism is available to abort the function before completion or to undo the function after completion;
– Up Reversal
– The up-event reverses any outcome of the preceding down-event;
– Essential
– Completing the function on the down-event is essential.

Works NA

2.5.3 **Label in Name**
For user interface components with labels that include text or images of text, the name contains the text that is presented visually.

Works NA

2.5.4 **Motion Actuation**
Functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, except when:
– Supported Interface
– The motion is used to operate functionality through an accessibility supported interface;
– Essential
– The motion is essential for the function and doing so would invalidate the activity.

Works NA

Estimate

Description

Guideline 3.1 Readable

3.1.1 Language of Page

The default human language of each Web page can be programmatically determined.

Works UK English, already in hand.

Guideline 3.2 Predictable

3.2.1 On Focus

When any user interface component receives focus, it does not initiate a change of context.

Works NA

3.2.2 On Input

Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behaviour before using the component.

Works NA

Guideline 3.3 Input Assistance

3.3.1 Error Identification

If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text.

Works Error messages to be clearer, page layout – 0.5hr
Programming: fix error messages and build 404 page – 1hrs

3.3.2 Labels or Instructions

Labels or instructions are provided when content requires user input.

Works NA

Guideline 4.1 Compatible

4.1.1 Parsing

In content implemented using mark-up languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.

Works All tags opened and closed, already in place.

4.1.2 Name, Role, Value

For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.

Works NA



Estimate

A Compliances

Description

Summary

1. Design, layout, formatting, inputting and testing tasks (13hrs). Inclusive of guide for Clerk to use when creating documents.	520.00
2. Programming and testing tasks (9hrs).	360.00
3. Project management, scoping, client liaison and delivery management (2hrs).	60.00

Total (VAT to be included @ 20%)

£940.00

Invoicing will be made monthly on work completed during that calendar month.

Note

It is important to identify requirements that are acceptable and not onerous. Parish Council's typically do not have budgets comparable to District or County Councils. It is deemed acceptable to work inside what is achievable. It is important all efforts and accessibility compliances are published in your Accessibility Statement.

The above costings are a **guide only**. These will be confirmed and agreed before any works commence.

Subject to our standard terms and conditions, payment is due 30 days following the receipt of payment request. VAT will be charged at 20%. All design concepts and artwork remain the copyright © Phelan Barker Limited until payment is made in full.

Date: 07 June 2021
Job reference: TPC/W/E10
Client: Tollesbury Parish Council

Terms & Conditions

Introduction

These are our standard terms of business and apply to all the work we carry out for our clients. Our engagement letter will contain additional information and terms of business and if there is any conflict between these terms of business and those contained in the engagement letter, the latter will apply.

Our work for you

We will agree the work which we will carry out for you and we will set this out in [a specification].

So that we can carry out our work for you, you will at your own expense supply us with all necessary documents or other materials, data and other information within a sufficient time. You will retain duplicate copies of all the documents and other materials you give us and insure against its accidental loss or damage. We will have no liability to you for any loss or damage to such documents and materials, even where that loss or damage is caused by our negligence.

Our fees

Our engagement letter will set out our fees for the work we agree to carry out for you. We may charge our fees in one of three ways.

Phased payment

If we require phased payments we will set this out in our engagement letter. We will invoice you on the achievement of agreed milestones, and then on the completion of our work for you.

Deposit arrangements

If we require a deposit we will set out the deposit required in our engagement letter. We will invoice you for the deposit and we will not commence our work for you until we have received payment of the deposit. Thereafter we will invoice you on the achievement of agreed milestones and then on the completion of our work for you.

Payment on completion

We may agree to invoice you only on the completion of our work for you.

If the nature or the extent of the work we are to do for you changes, we may submit a revised [specification] to you.

The revised specification may include an additional fee. Subject to that, any additional work which we carry out for you will be charged at our hourly rates which we will set out in our engagement letter.

If you have a deadline and you notify us of that deadline less than 24 hours before its expiry, or provide us with any of the information or materials we will need to carry out the work we are to do for you less than 24 hours before the deadline, we will charge an additional fee. The additional fee will be based on the time we spend and will be calculated at [50%] of hourly rates given in our engagement letter.

Our fees do not include expenses (including travel expenses) or VAT and these shall be payable in addition.

We may vary our fees from time to time by giving you not less than one month's notice.

You agree to pay each of our invoices within 30 days of their date. If any invoice is unpaid after 30 days we reserve the right to suspend our work for you and to charge interest on the outstanding amount at a rate of 1% for each month (or part of a month) it remains unpaid. This right to interest will apply both before and after judgment.

Rights to input materials and output materials

In this section and in these conditions:

Input Material means any document, design or other material or information you give us; and

Output Material means any document, design or other material or information provided by us to you as part of our work for you.

The property and any copyright or other intellectual property rights in any Input Material will belong to you.

The property and any copyright or other intellectual property rights in any Output Material will belong to us, but at your request we will assign to you such property, copyright or other intellectual property rights that we may have in them on completion of our work and payment in full of our fees.

Any such assignment will be on terms approved by us and may include a license to us to use the Output Materials for Tollesbury Parish Council.

You may designate any Input Materials and Output Materials as confidential, and we may designate any Output Materials as confidential. If either party designates any material as confidential, the other will keep it confidential. However this obligation will not apply to any materials which are in the public domain at the time they are provided to the other party and will cease to apply if they subsequently become public knowledge.

You must ensure you have the right to use any Input Materials you give us. You warrant that any Input Materials and their use by us for the work we do for you will not infringe the copyright or other rights of any third party. You will indemnify us against any loss, damage, cost and expenses and other claims arising from such an infringement.

Subject to the above, we warrant that any Output Materials and their use by you will not infringe the copyright or other rights of any third party. We will indemnify you against any loss, damage, cost and expenses and other claims arising from such an infringement.

Errors and omissions

We will provide you with proofs of our work for you. It is your responsibility to check such proofs carefully and to confirm to us that they are correct. We will not be liable for errors or omissions, arising from any failure to check proofs.

Warranties and liability

We will carry out our work for you using reasonable care and skill and so far as possible in accordance with our specification and within any times referred to in the specification. If we supply any goods (including Output Materials) supplied by a third party, we do not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but we will, wherever possible, assign to you the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to us.

We will have no liability to you for any loss, damage costs expenses or other claims for compensation arising from any Input Material or instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or which arise from their late arrival or non-arrival, or from any fault of yours.

We will not be liable to you for any representation (unless fraudulent), or for any implied warranty, condition or other term for any loss of profit or for any indirect special or consequential loss (whether caused by our negligence or otherwise). Our entire liability under or in connection with our work for you shall not exceed the amount of our fees.

We will not be liable to you or be deemed to be in breach of our contract with you by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control.

Termination

Either of us may at any time terminate any contract we have if the other commits a breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days of being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters into administration or if a moratorium comes into force in respect of the other.

We may terminate any contract we have with you if any invoice we have issued to you remains unpaid 60 days after its date.

General

No failure or delay by either of us in exercising any of our rights under any contract between us shall be deemed to be a waiver of that right. No waiver of any breach of any contract shall be considered as a waiver of any subsequent breach.

If any of these conditions is held to be invalid or unenforceable in whole or in part, the validity of the other conditions will not be affected.

Nothing in these conditions is intended to confer on any person any right to enforce any terms of any contract between us which that person would not have but for the Contracts (Rights of Third Parties) Act.

These conditions and the terms of any contract between us are to be interpreted in accordance with the laws of England and will be subject to the jurisdiction of the English courts.

Date: 07 June 2021

Job reference: TPC/W/E10

Client: Tollesbury Parish Council

From: Andrew Gilbert
Sent: 01 July 2021 17:38
To: michelle Curtis
Subject: Parish Council website accessibility audit

Dear Michelle,

Thank you for asking me to carry out an additional audit on the Tollesbury Parish Council website, tollesburyparishcouncil.gov.uk, once the work to rectify the current issues are carried out by Phelan Barker.

The cost for this will be £150 and it will be delivered 7 to 10 days after I am notified that the development work has been completed.

Kind regards,



Date: 30 June 2021
Letter ref: MSC Commencement ORI

The logo for Natural England, featuring the words "NATURAL" and "ENGLAND" stacked vertically in a white, sans-serif font on a dark grey rectangular background.

Mike Bell
Tollesbury Parish Council
4 Valkyrie Close
Tollesbury
Essex
CM9 8SL

Coastal Access Delivery Team
Natural England
Eastbrook
Shaftesbury Road
Cambridge
CB2 8DR

Telephone: 0300 060 3900
Email: essexcoastalaccess@naturalengland.org.uk
Website: www.gov.uk/englandcoastpath

Dear Mike Bell,

**Coastal Access – Maldon to Salcott, Essex
Commencement of public access rights**

You may recall that since 2015 Natural England has been planning improvements for public access along a 42.7km (26.5miles) stretch of the Essex coast.

In January 2018 the Secretary of State for Defra approved Natural England's proposals.

Following this approval, and on behalf of Natural England, Essex County Council has completed the necessary works on the ground to make the route accessible to the public.

I am writing to inform you that the necessary Order to commence the rights of access, under section 2(1) of the Countryside and Rights of Way Act 2000, will be passed with effect that the rights will come into force on **Wednesday 30 June 2021**.

These new rights relate to the England Coast Path and the coastal margin (a wider area of generally accessible land, mostly between the path itself and the seaward extent of the foreshore), with a number of access restrictions which will be shown on information panels and online.