



TOLLESBURY
PARISH
COUNCIL

Tollesbury Parish Council

Notice is hereby given that the Meeting of Tollesbury Parish Council will be held on Tuesday 1st February 2022, in The Centre commencing at 7.30 pm, to which members of the Council are summoned for the transaction of the under-mentioned business.

M. Curtis

Michelle Curtis – Clerk to the Council

25th January 2022

Councillors: S Plater (Chairman), T Lowther (Vice-Chairman), M Bell,
V Chambers, R Clare, L Goldie, S Hawes, J Rogers, A St Joseph

THE PRESS AND PUBLIC ARE CORDIALLY INVITED TO ATTEND

Photographing, recording, broadcasting or transmitting the proceedings of a meeting by any means is permitted; however, the privacy of (i) persons who object to the same and (ii) children and vulnerable adults must be respected by anonymising the identities of such.

1. Apologies for Absence

To receive apologies for absence.

2. Declaration of Interest

Members are reminded that they are required to declare any Disclosable Pecuniary Interests, Other Pecuniary Interests and Non-Pecuniary Interests which they know they might have in items of business on the agenda. They are reminded that they will need to repeat their declarations at the appropriate point in the meeting and leave the room if required under the Code of Conduct. Unforeseen interests must be declared similarly at the appropriate time.

3. Public Forum

Members of the public will be given an opportunity to put forward their question(s) or statement to the Council. The Chairman will, at his discretion, then decide if he is able to answer the question(s) or proposes to put the item on the agenda for the next meeting.

4. County Councillor and District Councillors

4.1 To receive report from County Councillor Durham #

4.2 To receive report from the District Councillors #

- 5. Minutes**
To receive and approve the minutes of the Parish Council Meeting held on 18th January 2021
- 6. Finance**
 - 6.1** To receive and approve the Monthly Financial Report as of 31st January 2022
 - 6.2** To receive and approve the Payments
- 7. Recreation Ground**
 - 7.1** To receive a verbal update from the Recreation Ground Committee
 - 7.2** [To consider proposal for the removal of the wooden gym trail equipment](#)
 - 7.3** [To receive Monthly Inspection Report](#)
- 8. Environment & Amenity (Allotments, Burial Ground, Hasler Green, Woodrolfe Green, Streetlight, Dog/Litter Bins, Highways, Footpaths)**
 - 8.1** To receive the Draft Minutes of the Environment and Amenity Committee meeting held on 18th January 2022
 - 8.2** [To consider proposal to purchase a new storage cabinet for the defibrillator located outside the Fire Station](#)
- 9. Woodrolfe Hard**
 - 9.1** To receive a verbal update from the Woodrolfe Hard Committee
- 10. Woodup Pool**
 - 10.1** To receive verbal update from the Woodup Pool Committee
- 11. Fellowship Afloat Charitable Trust – Tolfish Hump**
[To receive renewed licence agreement for Tolfish Hump for 2022](#)
- 12. Annual Assembly**
To agree a date for the Parish Annual Assembly
- 13. Flood Alerts**
To consider request from Tollesbury Climate Partnership for the Parish Council to notify residents of flood warnings on the Parish Council Facebook Page and Website
- 14. Police/Community Protection Officers (CPO)**
 - 14.1** To receive the Police Reports (confidential) and discuss policing matters within the village to feedback to Essex Police
 - 14.2** [To receive the CPO Reports for December 2021](#)
- 15. Correspondence**
 - 15.1** [Royal British Legion](#)
To receive letter of thanks to the Parish Council for helping in the preparation of the Remembrance Day Service and for the donation for the poppy wreath
- 16. Administration**
To receive information from the Clerk – update on current and ongoing matters

17. Community Concerns

To receive information only or note future agenda items

18. Dates of the Next Meetings

Tuesday 15th February 2022 – Full Council Meeting – PLANNING ONLY – 7.30 pm

Tuesday 15th February 2022 – Woodup Pool Committee – following Full Council Meeting

Agenda items for consideration at the Woodup Pool Committee Meeting are to be sent to the Clerk by Monday, 7th February 2022, at the latest.

Tuesday 1st March 2022 – Full Council Meeting – 7.30 pm

Agenda items for consideration at the Full Council Meeting are to be sent to the Clerk by Monday, 21st February 2022, at the latest.

Tuesday 15th March 2022 – Full Council Meeting – PLANNING ONLY – 7.30 pm

Clerk: Michelle Curtis

Address: PO Box 13205, Maldon, Essex CM9 9FU

Telephone: 01621 869039. **Email:** tollesburypc@btinternet.com



TOLLESBURY
PARISH
COUNCIL

RECREATION GROUND
24/01/2022

Recreation Ground

The Recreation Ground Committee would like to request that the Full Council consider the removal of the gym trial play equipment (the wooden equipment outside of the fenced area).

The equipment is made of timber which is rotting and is regularly raised on the Play Area Annual Reports.

Removal of the equipment will also provide an area for tree planting in the future.

Quotation received from Bonz:

To remove all the wooden play equipment outside the fenced area and dispose will cost £450-00. This includes filling in the holes left with topsoil.

Funds are available from the Recreation Ground - Maintenance budget.

Clerk: Michelle Curtis

Address: Tollesbury PC, PO Box 13205, Maldon CM9 9FU

Telephone: 01621 869039. **Email:** tollesbuyrpc@btinternet.com

TOLLESBURY PARISH COUNCIL
PLAYGROUND CHECKLIST

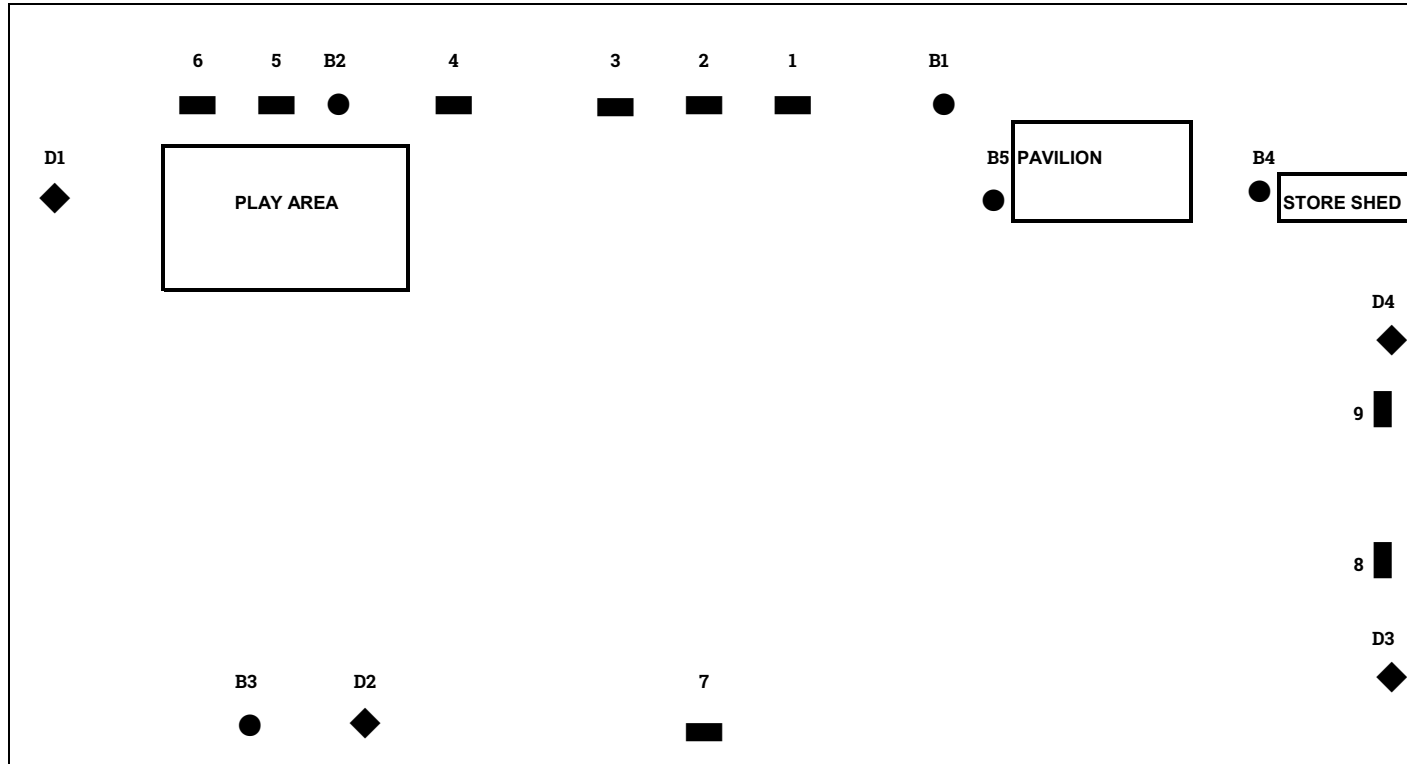
DATE OF INSPECTION: 25/01/2022

| | Checked | Comments |
|--------------------------|---------|----------------------------|
| EQUIPMENT | √ | |
| Junior Swing | √ | |
| Toddler Swing | √ | |
| Snake Slide | √ | |
| Wooden Climber Platform | √ | |
| Tower and Slide | √ | |
| Spinning Seasaw | √ | |
| Igloo Climber | √ | |
| Roundabout | √ | |
| Zip Wire | √ | |
| Exercise Trial | √ | |
| Overhead Ladders | √ | |
| Vertical Bars | | Removed |
| Playship | √ | |
| Chicken and Cow Springer | √ | |
| Youth Shelter | √ | Graffiti - reported Nov 21 |
| Skate Park | √ | Graffiti - reported Nov 21 |
| Surfer Springer | √ | |
| Fire Engine | √ | |
| Fence | √ | |
| Football Goal Posts | √ | |

Signed: *S J Curtis*

TOLLESBURY PARISH COUNCIL
BENCHES AND BINS

DATE OF INSPECTION: 25/01/2022



Benches

| | |
|---|----|
| 1 | Ok |
| 2 | Ok |
| 3 | Ok |
| 4 | Ok |
| 5 | Ok |
| 6 | Ok |
| 7 | Ok |
| 8 | Ok |
| 9 | Ok |

Dog Bins (D*)

| | |
|---|----|
| 1 | Ok |
| 2 | Ok |
| 3 | Ok |
| 4 | Ok |

Litter Bins (B*)

| | |
|---|----|
| 1 | Ok |
| 2 | Ok |
| 3 | Ok |
| 4 | Ok |
| 5 | Ok |

Signed: *S J Curtis*



Environment and Amenity

The Environment and Amenity Committee would like to request that the Full Council consider upgrading the storage cabinet of the defibrillator located at the Fire Station. The existing cabinet is not very easy to open losing valuable time when needing emergency access to the equipment.

The Committee would like to request expenditure of £495 plus VAT and delivery for AED Armor Polycarbonate Outdoor Locked Cabinet with heating from The Defibshop – www.defibshop.co.uk (all other equipment for the defibrillators have been purchased from this supplier).



Description - Suitable for multiple outdoor environments and telephone box placement, the Polycarbonate Outdoor Locked Cabinet will protect your defibrillator, ensuring it is ready for use at a moment's notice.

This cabinet is capable of housing a variety of defibrillator models and will provide protection for your device against the elements and fire.

Accompanied with graphics on the front of the cabinet, bystanders will easily understand the contents of the defibrillator as well as the actions required of them during a cardiac emergency.

Prior to purchasing this cabinet, contact your local non-emergency ambulance service for the required public access defibrillator cabinet code in your area. You are then required to provide this information to defibshop so the cabinet is shipped with the required code preset.

What's Included

- Cabinet
- Fixing Kit
- Installation and Maintenance Guide
- 10-Year Warranty



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Specifications

Cabinet dimensions: 465mm (H) x 435mm (W) x 240mm (D)

Material: Fire retardant polycarbonate

UV Protection: Stabilised - will not be affected by sunlight

Handle Materials: Stainless Steel

In addition to the cost of the new cabinet, we will need to get an electrician to hardwire it.

Funds are available from the Amenities – Miscellaneous budget.

Clerk: Michelle Curtis

Address: Tollesbury PC, PO Box 13205, Maldon CM9 9FU

Telephone: 01621 869039. **Email:** tollesbuyrpc@btinternet.com



Fellowship Afloat Charitable Trust

The Sail Lofts Woodrolfe Road
Tollesbury Essex CM9 8SE

Telephone: 01621 868113 office
01621 869779 centre

Fax: 01621 869771

E-mail: info@fact.org.uk

Web site: www.fact.org.uk

Outdoor activities centre

RYA training centre

January 2022

Tollesbury Parish Council
c/o Michelle Curtis
4 Valkyrie Close
Tollesbury, Maldon
CM9 8SL

Dear Michelle,

Re: Tolfish Hump Annual Licence 01.01.22 -31.12.22

Please find enclosed two copies of the renewed licence agreement for Tolfish Hump for 2022. If you are happy to continue with the agreement please can you sign both copies and return one for our records.

An invoice for the rent is also enclosed. You will note that we have this year, increased the rent to cover the admin costs. If you have any query over this please do contact us.

We look forward to hearing from you soon.

Kind regards


A handwritten signature in cursive script, appearing to read 'Pauline O'Driscoll'.

Pauline O'Driscoll
Admin Manager
Fellowship Afloat Charitable Trust

LICENCE AGREEMENT

| | |
|---|---|
| Licensor: | FELLOWSHIP AFFLOAT CHARITABLE TRUST of The Sail Lofts Woodrolfe Road Tollesbury Maldon Essex CM9 8SE (Company No: 03264887, Charity No: 1059143) |
| Licensee: | Tollesbury Parish Council C/O Michelle Curtis (Parish Clerk) 4 Valkyrie Close Tollesbury Maldon Essex CM9 8SL |
| Land known as "Tolfish Hump", adjacent to Tollesbury Hard, Woodrolfe Road, Tollesbury, Essex CM9 8SE | |
| Licence Fee: | £10.00 per annum |
| Start Date: | 1 January 2022 |
| End Date: | 31 December 2022 |

This Licence Agreement incorporates the Terms and Conditions annexed hereto and by signing this Agreement the Licensee acknowledges that he/she has read and understood them.

| For and on behalf of the Licensor | | Licensee | |
|-----------------------------------|---|------------------|--|
| Name: | Andrew Eastham | Name: | |
| Position: | Chief Executive | Position: | |
| Signature: |  | | |
| Date: | 17/12/21. | Date: | |

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

The Land: Known as "Tolfish Hump", adjacent to Tollesbury Hard, Woodrolfe Road, Tollesbury, Essex CM9 8SE, indicated in red hatch on attached plan. The Land includes a low post and single rail fence which is located along the highway verge.

End Date: the date specified in the front sheet of this Agreement on which this Agreement shall terminate, subject to clause 5.

Licence Fee: the amount of pounds sterling per year as specified in the front sheet of this Agreement. If the Licensee continues to use the Land after the expiry of this Agreement and in the absence of any further written licence the Licensor on not less than 1 month's notice to the Licensee can increase the Licence Fee to such amount as it shall in its absolute discretion decide. This is without prejudice to the right of the Licensor to determine any continuing licence in accordance with clause 5.

Licence Period: the period from and including the Start Date until the date on which this Agreement is determined in accordance with clause 5.

Local Authority: Maldon District Council.

Permitted Use: Licencing of members of the public (who are duly Licensed by the Licensee) for the storage of dinghies.

Serious Breach: non-payment of the Licence Fee, use of the Land which is anything other than the Permitted use or any such breach of the Licensee's obligations which the Licensor may consider to be serious.

Start Date: the date of this Agreement as specified in the front sheet or the date on which the use of the Land begins.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1.2 Clause headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however, incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

1.7 A reference to writing or written excludes faxes and e-mail.

1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.9 References to clauses are to the clauses of this Agreement.

1.10 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. LICENCE TO USE

2.1 Subject to clause 3 and clause 5, the Licensor permits the Licensee to use the Land for the Permitted Use for the Licence Period.

2.2 The Licensee acknowledges that:

- (a) the Licensee shall use the Land as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Agreement;

- (b) the Licensor retains control, possession and management of the Land and the Licensee has no right to exclude the Licensor from the Land;

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- (a) to pay to the Licensor:
 - (i) the Licence Fee payable without any deduction in advance and for the whole of the Licence Period and if the Licensee continues to use the Land after the End Date The Licensee shall pay a proportion of the Licence Fee annually in advance together with such VAT as may be payable on the Licence Fee. The Licensee shall pay the Licence Fee 14 days prior to the Start Date for the period from and including the Start Date to and including the End Date;
- (b) not to use the Land other than for the Permitted Use and in particular:
 - (i) not to carry on a trade or any other business;
- (c) not to make any alteration or addition whatsoever to the Land, without written permission from the Licensor;
- (d) not to do or permit to be done on the Land anything which is illegal or which may be or become a nuisance to the Licensor or owner or occupier of neighbouring property;
- (e) not to cause or permit to be caused any damage to:
 - (i) the Land or any neighbouring property; or
 - (ii) not to allow cars or motor vehicles to be parked on the Land;
- (f) not to allow to leave any rubbish on the Land;
- (g) not to allow unserviceable dinghies to remain on the Land;
- (h) not to apply for any planning permission in respect of the Land;
- (i) not to do anything that will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Land from time to time;
- (j) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Land;
- (k) to leave the Land in a reasonably clean and tidy condition and to remove the dinghies from the Land at the end of the Licence Period;
- (l) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this Agreement;
 - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
 - (iii) the exercise of any rights given in clause 2.
- (n) not to permit any other person to use the Land unless they have a Dinghy Owner's Licence agreement with the Licensee.

4. LICENSOR'S OBLIGATIONS

The Licensor agrees and undertakes:

- (a) to provide the Licensee with billing statements from the relevant authorities upon request;
- (b) to provide the Licensee with a copy of any insurance policy relating to the Land upon request.

5. TERMINATION

- 5.1 The licence to use granted by this Agreement shall end on the earliest of:
 - (a) the End Date as specified in the front sheet of this agreement;

- (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3.
 - (c) the expiry of not less than 14 days' notice given by the Licensor to the Licensee or by the Licensee to the Licensor;
 - (d) the termination without notice by the Licensor in event of serious breach by the Licensee, including non-payment of the Licence Fee and
- 5.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this Agreement.

6. NOTICES

Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery to the party at the address given in this licence or as otherwise notified in writing to the other party. Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the correct address; or
- (b) if sent by pre-paid first-class post or recorded delivery to the correct address, at the time at which it would have been delivered in the normal course of the post.

7. LIMITATION OF LICENSOR'S LIABILITY

7.1 Subject to clause 7.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee; or
- (b) damage to any property of the Licensee; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee in the exercise or purported exercise of the rights granted by clause 2.1.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated on the front page to which these Terms and Conditions are annexed

Agenda Item 14.2

| Parish / Town Council | Month | Total Number of Hours |
|--------------------------|-------------------------|-------------------------------|
| Tollesbury | Dec-21 | 03:00 |
| PCNs Issued | FPNs Dog Fouling | FPNs Litter Fouling |
| 2 | 0 | 0 |
| ASB Issues | | VMO (Vehicle Moved On) |
| 0 | | 1 |
| Any Other Details | | |

| Officer | Date | Parish | Start | Finish | Total | Patrol Area | COMMENTS ON PATROL |
|---------|------------|------------|-------|--------|----------------|---|---|
| BC | 06/12/2021 | Tollesbury | 09:40 | 09:55 | 00:15 | Station Road dogfouling. | Checked on area. |
| DR | 09/12/2021 | Tollesbury | 14:10 | 15:40 | 01:30 | The Recreation Ground, On street Patrol and School patrol | Patrol of playing field, no issues. School patrol completed. On Street at Crescent Road and Woodrolfe Road. |
| JB | 17/12/2021 | Tollesbury | 08:00 | 09:30 | 01:30 | Station Road, The Recreation Ground | Foot patrol spoke to dog walkers |
| | | | | | 3:15:00 | | |



38 Thurstable Road
Tollesbury
Essex
CM9 8SG

13th January 2022

07927 610399

malden4953@hotmail.com

Michelle Curtis
Parish Clerk
Tollesbury Parish Council
Tollesbury

Dear Michelle,

The committee wish to send their most sincere thanks to the Parish Council for your time and effort in helping to prepare for this years' service in these unusual times and for attending the Remembrance Day service and for the laying of your wreath.

The poppy wreath payment has been forwarded to the Poppy Appeal, and we thank you most sincerely for this donation to the Poppy Appeal.

The Poppy Appeal is the major source of revenue for the Royal British Legions' Benevolent Fund.

Every penny donated makes a difference to the lives of our beneficiaries so I would once again like to thank you on their behalf.

The Royal British Legion was founded 100 years ago by veterans after the First World War. Over a century on from the start of that conflict, we are still helping today's Service men and women, veterans, and their families in almost every aspect of daily life. We also champion Remembrance, safeguarding the memory of those who have given their lives for our freedom through Remembrance education and events.

Yours sincerely,

Malcolm Cousens
Branch Chairman & Poppy Appeal Organiser