



Notice is hereby given that the Meeting of Tollesbury Parish Council will be held on Tuesday, 14<sup>th</sup> January 2025, in The Pavilion, Tollesbury Recreation Ground, Elysian Gardens, 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/RFO

7<sup>th</sup> January 2025

Councillors: S Plater (Chairman), M Bell, R Clare, P Gilbert, L Inwood, L Goldie, S Hawes, C Page, J Rogers, A St Joseph

**Recording of Meetings**

The meeting will be recorded to assist the Parish Clerk to compile the minutes. The recording will be deleted afterwards.

**A G E N D A**

**1. Apologies for Absence**

To receive apologies for absence.

**2. Declarations of Interest**

To disclose the existence and nature of any Disclosable Pecuniary Interests, Other Registrable Interests and Non-Registrable Interests relating to items of business on the agenda having regard to paragraph 9 and Appendix B of the Code of Conduct for Members. (Members are reminded that they are also required to disclose any such interests as soon as they become aware should the need arise throughout the meeting.)

**3. Public Forum**

Public participation - Residents wishing to raise a matter in the public forum should inform the Parish Clerk of the topic by noon the previous working day.

**4. County Councillor and District Councillors**

To receive information from the County Councillor and District Councillors

**5. Minutes**

To confirm the minutes of the Parish Council Meeting held on 17<sup>th</sup> December 2024

**6. Finance**

**6.1** To receive and approve the Monthly Financial Report as of 31<sup>st</sup> December 2024

**6.2** To receive the schedule of funds transferred within the Council's banking arrangements

**6.3** To approve payments

## **7. Planning Applications**

To consider planning applications received from Maldon District Council. Applications are circulated to all Councillors with the agenda for study ahead of the meeting. Planning documents are also available for everyone to view on Maldon District Council's website ([www.maldon.gov.uk](http://www.maldon.gov.uk)).

Application No: 24/00810/HOUSE PP-13474599

Proposal: Erection of part first floor rear extension. Alterations to fenestration.

Location: Mount Ash 1 Mell Road Tollesbury

Application No: 24/00966/WTPO PP-13634242

Proposal: (T1 on TPO 20/24) T5 Ash - Crown reduce by removing no more than 4m

Location: 46 East Street Tollesbury

## **8. Recreation Ground**

**8.1** To receive a verbal report from the Recreation Ground Committee

**8.2** To receive the Monthly Inspection Report

## **9. Environment & Amenity (Allotments, Burial Ground, Hasler Green, Woodrolfe Green, Streetlight, Dog/Litter Bins, Highways, Footpaths)**

To receive a verbal report from the Environment & Amenity Committee

## **10. Woodrolfe Hard**

To receive a verbal report from the Woodrolfe Hard Committee

## **11. Woodup Pool**

**11.1** To receive a verbal report from the Woodup Pool Committee

**11.2** To consider quotations and options for the damaged sluice to the drainage system through Woodrolfe Park

## **12. Neighbourhood Plan Working Group**

To consider the proposed updated Terms of Reference for the Neighbourhood Plan Working Group.

## **13. Bus Shelter**

**13.1** Review the work specification for the bus shelter repair works

**13.2** Consider the quotations for the bus shelter repair works

**13.3** Considering options for funding towards upgrade and improvement to the bus shelter, to stimulate greater use of buses.

## **14. Tollesbury Climate Partnership**

**14.1** To review the Agreement between the Parish Council and Tollesbury Climate Partnership for the use of the store shed and consider extending the agreement until February 2026.

**14.2** To approve the proposed Agreement between the Parish Council and Tollesbury Climate Partnership for use of the land at the Cemetery for the Community Orchard

## **15. Fellowship Afloat Charitable Trust – Tolfish Hump**

To receive renewed licence agreement for Tolfish Hump for 2025

## **16. Police Reports**

To receive the Police Reports (confidential) and discuss policing matters within the village to report back to Essex Police

**17. Maldon District Council Community Engagement Team (formerly the Community Protection Officers - CPOs)**

To receive the CET Report for November 2024

**18. Administration**

To receive information from the Clerk – update on current and ongoing matters

**19. Community Matters**

To receive information only or note future agenda items

**20. Dates of the Next Meetings**

Full Council Meeting

Tuesday 21<sup>st</sup> January 2025 – 7.30pm – Pavilion

Committee Meetings

Finance & Policy Committee – 20<sup>th</sup> January 2025 – 7pm – Pavilion

Recreation Ground Committee – 29<sup>th</sup> January 2025 – 7.15pm - Pavilion

Woodrolfe Hard Committee – 3<sup>rd</sup> February 2025 – 7pm – Pavilion

Personnel Committee – 11<sup>th</sup> February 2025 - 7pm – Pavilion

Woodup Pool Committee – 24<sup>th</sup> February 2025 – 7pm in the Pavilion

Environment & Amenity Committee – 23<sup>rd</sup> April 2025 - 7pm – Pavilion

If you would like an item on the agenda at any Parish Council or Committee Meeting, please submit your request in writing to the Parish Clerk at least a week before the meeting.

**Clerk:** Michelle Curtis

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

**Telephone:** 01621 869039 **Email:** clerk@tollesburyparishcouncil.gov.uk

**Report for Tollesbury Parish Council meeting  
on 14<sup>th</sup> January 2025** (report written 5<sup>th</sup> January 2025)

**From Councillor Emma Stephens  
Maldon District Councillor for Tollesbury (Independent)**



Cllr.Emma.Stephens@Maldon.gov.uk  
01621 869415 / 079 069 44443

**MALDON DISTRICT  
COUNCIL**

Princes Road  
Maldon  
Essex CM9 5DL

www.maldon.gov.uk



## 1. PLANNING

Next planning meetings: North Western 14Jan25; 5Feb25: District 26Feb25 (provisional).

## 2. NEWS

### Maldon District Council news

#### ❖ **Planning 5-year Housing Land Supply (5YHLS)**

- A local planning authority can only apply its local housing policies when deciding planning applications if it has enough sites being offered by landowners for building the number of homes needed for the next five years – the five year housing land supply.
- As reported verbally at the 17<sup>th</sup> December meeting, Maldon District no longer has a five year supply, following the Government's new aim to build 1.5m new homes in England over the next five years.
- Maldon District previously had a target of 276 new homes per year, based on the Government's "standard method", and we had enough land for building that number of houses every year for 6.2 years.
- But now our target has been approximately doubled, and our housing land supply has therefore roughly halved.
- I will provide accurate figures when they are published.

#### ❖ **UK Shared Prosperity Fund:** in the Autumn Budget the Chancellor confirmed the fund will continue for another year, to allow local authorities to invest in local growth, in advance of wider funding reforms. The allocation to Maldon District is £327,146, which will be used to continue supporting the Council's priorities which include:

- Communities and Place
- Supporting Local Business
- People and Skills

#### ❖ **Mobile Winter Wellbeing energy bus** is now expected to come to Tollesbury during 2025.

#### ❖ **2024 Conservation and Design Award Winners** include the conversion of Maldon town's redundant police station, a handsome new shopfront, a stunning museum extension, a remarkable landscaped garden, and the first house in the Maldon District to receive 'passivhaus' certification because of its exceptional energy efficiency.

MALDON DISTRICT



# CONSERVATION & DESIGN



AWARD SCHEME 2024



*Building Conservation Winner*  
Maldon Police Station



*Building Conservation Highly Commended*  
14 High Street, Maldon



*Design Winner and Sustainability Highly Commended*  
Red Hills, Fish Street, Goldhanger



*Landscape Design Winner*  
Great Ruffins, Wickham Bishops



*Sustainability Winner and Design Highly Commended*  
Museum of Power, Langford

## Other news

- ❖ **Bus safety at the Square:** at the September meeting with the three bus companies providing services to Tollesbury, they agreed to:
  - See if all of their buses are able to perform a full u-turn in front of the bus shelter when there are no parked cars in the way, without having to reverse into the B1023:
    - One company's can; one cannot; the other is about to advise.
    - If only a few buses cannot do this, the companies can make special arrangements for those; if many cannot then we might consider changing the bus island / road layout.
    - Safety depends on other vehicles not being parked in the turning circle, on the corners, or across the bus island, and I am meeting MDC's Community Engagement team about that this month.
  - Consider timetabling changes to avoid more than one bus being at the shelter at once:
    - Commercial bus companies are prevented by competition law from collusion, so they are understandably wary of working together on this.
    - However Essex County Council officers can assist, and are working with me and the bus companies on this issue, and I hope for an announcement on some timetable changes in the spring.

**TOLLESBURY PARISH COUNCIL**  
**PLAYGROUND CHECKLIST**

DATE OF INSPECTION: 30/12/2024

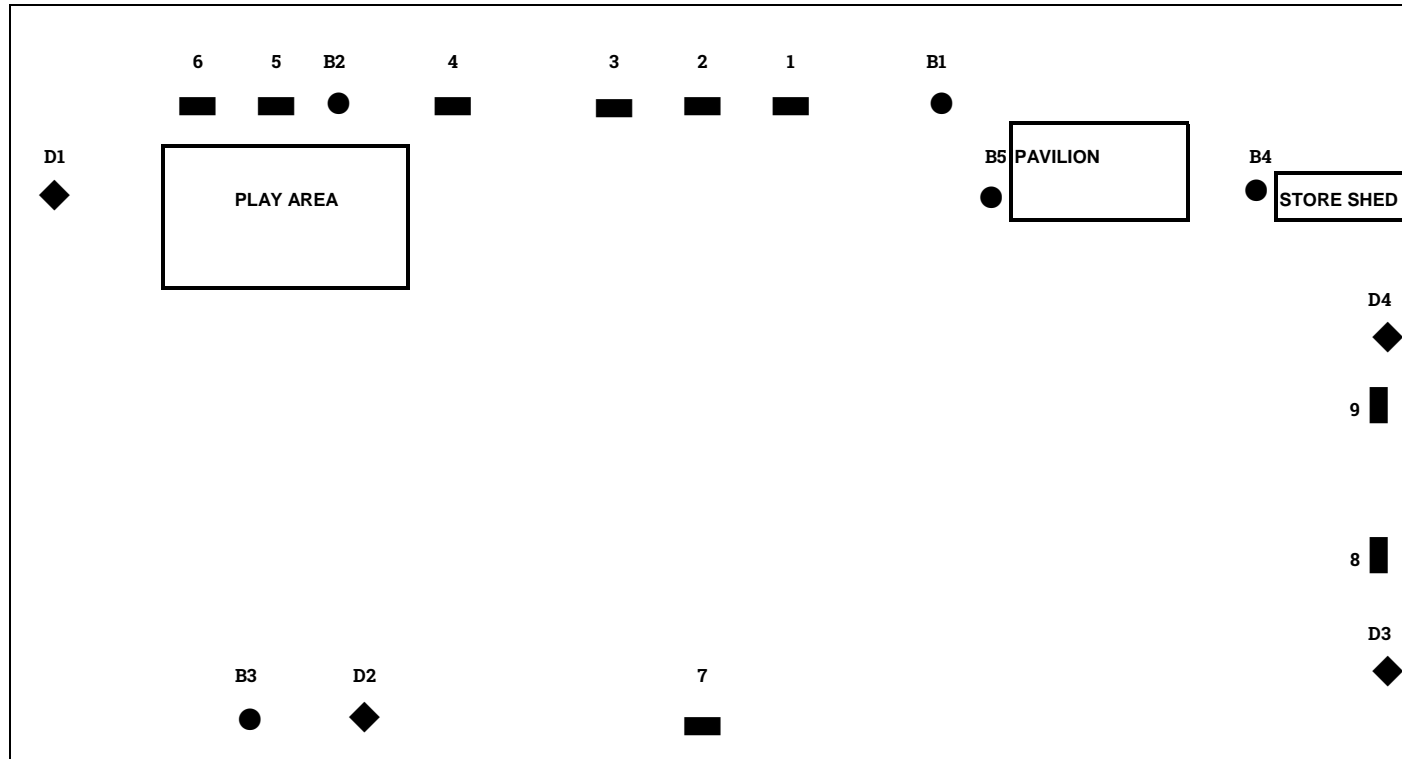
	Checked	Comments
EQUIPMENT	√	
Junior Swing	√	
Toddler Swing	√	
Snake Slide	√	
Tower and Slide	√	
Spinning Seasaw	√	Deep scratch to seat (previously reported)
Igloo Climber	√	Paint coming off in places and some bent bars at the bottom
Roundabout	√	
Zip Wire	√	Zip-wire seat removed. New seat to be installed
Playship	√	
Chicken and Cow Springer	√	
Youth Shelter	√	Graffiti
Skate Park	√	Graffiti.
Surfer Springer	√	
Fire Engine	√	
Fence	√	Two gates do not close properly - previously reported - Gates have been oiled.
Football Goal Posts		These are the responsibility of the football clubs

Signed: *J Curtis*

Amenities Officer

**TOLLESBURY PARISH COUNCIL**  
**BENCHES AND BINS**

DATE OF INSPECTION: 30/12/24



**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	Plastic split at base
2	Ok
3	Ok
4	Ok
5	Ok

Signed: *J Curtis* Amenities Officer



## Quotation-885-24

<b>TO:</b>	Tollesbury Parish Council	<b>ATTN:</b>	Michelle
<b>DATE:</b>	December 5, 2024	<b>FROM:</b>	Gary Frost
<b>E-mail:-</b>	<a href="mailto:tollesburypc@btinternet.com">tollesburypc@btinternet.com</a>	<b>N°. PAGES</b>	One

With reference to our recent site visit we have pleasure in re quoting as follows: -

### Ref – Salt Pool Sewage Waste Pipe

#### Following Inspection –

- Clear around manhole chamber
- Remove old platform
- Remove old damage sluice valve (it has rusted away)
- Install new valve
- Install new galvanised platform
- Manufacture and install new spindle and handle to line up with new valve.

**£3,100.00 Total**

**TERMS:** Nett Monthly Account

**Please note:** - Due to market instability and the occasional difficulty in obtaining steel we may not be able to guarantee specific delivery dates or hold quotations firm longer than seven days, from today's date.

All structural steelwork provided by Gamart Engineering Ltd will be UKCA Marked in accordance with BS EN 1090-1/2 Execution Class 2. If a UKCA Marking Certificate is required, please state this at the point of order. Certificates requested at a later date may incur a charge.

The above quotation is subject to VAT at the rate prevailing at the time of invoicing.

We reserve the right to revise the prices if only part of the quotation is ordered.

We look forward to hearing from you in the near future.

Regards,



**Gary Frost**



Director: G. J. Frost

Company Registration No: 04860031 (formerly) 01632855 Vat Registration No: 368 5953 95







**Fellowship Afloat Charitable Trust**

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The Sail Lofts Woodroife Road  
Tollesbury Essex CM9 8SE

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Telephone 01621 868113  
Email: [info@fact.org.uk](mailto:info@fact.org.uk)  
Website: [www.fact.org.uk](http://www.fact.org.uk)

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Outdoor activities centre  
RYA training centre

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11 December 2024

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

Dear Michelle,

**Re: Tolfish Hump Annual Licence 01.01.25 -31.12.25**

Please find enclosed two copies of the licence agreement for Tolfish Hump for 2024. If you are happy to continue with the agreement please can you sign both copies and return to us for countersigning. We will then return a copy to you.

An invoice for the rent for 2025 is also enclosed.

We look forward to hearing from you soon.

Kind regards

A handwritten signature in cursive script, appearing to read "Pauline", written in black ink.

Pauline O'Driscoll  
Admin Manager  
Fellowship Afloat Charitable Trust

## LICENCE AGREEMENT

<b>Licensor:</b>	FELLOWSHIP AFFLOAT CHARITABLE TRUST of The Sail Lofts Woodrolfe Road Tollesbury Maldon Essex CM9 8SE (Company No: 03264887, Charity No: 1059143)
<b>Licensee:</b>	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	
<b>Licence Fee:</b>	£12.00 per annum
<b>Start Date:</b>	1 January 2025
<b>End Date:</b>	31 December 2025

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	
<b>Name:</b>	Andrew Eastham	<b>Name:</b>	
<b>Position:</b>	Chief Executive	<b>Position:</b>	
<b>Signature:</b>			
<b>Date:</b>		<b>Date:</b>	

## 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**