Galleywood Parish Council



(herewith)

The Keene Hall, Watchouse Road, Galleywood, Chelmsford CM2 8PT

Members of the Council are hereby summoned to attend a **Council Meeting** on 20 February 2025 at 7.00pm in Lodge Room, The Keene Hall, Watchouse Road, Galleywood CM2 8PT for the purpose of transacting the following business. Members of the press and public are welcome to attend.

Mrs Kelly Wilde
Clerk to Galleywood Parish Council
13 February 2025

Councillors: G Bonnett, A McQuiggan, J Owles, N Paul, J Potter, C Shreeve, S Troop (Chairman), J Turkentine and B Woolward

COUNCIL AGENDA This meeting will be recorded.

FC25-858 Apologies for Absence To receive and approve apologies and reasons for absence.

FC25-859 Declaring of Interests and Dispensations Members must not participate in any discussion on the matter in which they have

declared a Disclosable Pecuniary Interest or other Pecuniary Interest. FC25-860 Confirmation of Minutes (herewith)

To agree and sign the minutes of the meeting held on 19 December 2024.

FC25-861 Public Participation Session with respect to items on the agenda To allow up to 15 minutes for members of the public to make representations.

FC25-862 Meetings (herewith)

To note the following meeting(s) have been held and draft minutes have been circulated:

- **a.** Planning and Highways Committee 7 January 2025.
- **b.** Personnel Committee 14 January 2025.
- c. Finance and Resources Committee 23 January 2025
- **d.** YMCA Sub Committee 4 February 2025
- e. Planning and Highways Committee 4 February 2025

FC25-863 The Spinney

To consider and resolve the report provided.

FC25-864 Reports

To receive reports from:

	the transfer to be at the transfer.	
a.	The Clerk	(herewith)
b.	Essex County Councillor and Chelmsford City Councillors	(to follow)
C.	Representatives from Outside Bodies	(herewith)
d.	Saturday Surgery – Cllr McQuiggan and Cllr Bonnett	(to follow)

FC25-865 Grass Cutting Contract

(herewith)

To consider and resolve the three-year contract for grass cutting at Twitten Green and Pipers Tye.

A tender specification was advertised on the Parish Council's website, noticeboard and social media. Deadline: Friday 31 January 2025. Three tenders were received.

FC25-866 YMCA (herewith)

To consider the recommendation made by YCSC and resolve the Service Level Agreement for 2025/2026.

FC25-867 Events

To discuss and consider if a Galleywood Showcase event will take place in 2025 and associated budget, if considered.

Members to note in 2024, 15 stall holders attended, of which, 5 gave positive feedback. Approximately 20 visitors attended.

FC25-868 Dog Bins

To consider a recommendation made by Planning and Highways to purchase two additional bins adjacent to current ones, at The Common carpark and Horse and Groom Pub. Costs would be met by CIL funds. It had been noted that future liabilities or on costs would be met by CCC and not the Parish Council.

FC25-869 St Michaels Junior School

(herewith)

To discuss and consider report provided.

FC25-870 Website

(herewith)

Members to consider report provided.

FC25-871 Appointment of Members for committees and outside bodies

To consider appointing on the following vacancies:

- **a.** Finance and Resources Committee 1 vacancy
- **b.** Keene Hall Trustees 1 vacancy

Members to note that St Michaels Junior School no longer require a Councillor representative.

FC25-872 Personnel

To consider the recommendation made by the Personnel committee:

- a. to make the Clerks flexible working contract permanent, minute number PERS25-128b
- b. to budget and purchase a cleaner's trolley to aid Village attendant (herewith)

FC25-873 Policy Reviews

(herewith)

To review and resolve to adopt:

- a. Biodiversity Policy (New)
- **b.** Accessibility Statement (amended)

The next Council Meeting is on Thursday 17 April 2025 at 7pm

GALLEYWOOD PARISH COUNCIL

MINUTES OF COUNCIL MEETING

HELD AT THE KEENE HALL - LODGE ROOM - GALLEYWOOD

on Thursday 19 December 2024 at 6.00pm

Formal acceptance will take place at the next Full Council Meeting

Present:

Councillors: G Bonnett, A McQuiggan, N Paul, C Shreeve, S Troop (Chairman), J Turkentine and B Woolward.

Minutes taken by Cllr G Bonnett

FC24-845 Apologies for Absence

RESOLVED that an apology for absence be accepted for Cllr(s): Potter

FC24-846 Declaring of Interests and Dispensations

There were none.

FC24-847 Confirmation of Minutes

RESOLVED that the minutes of the meeting held on 21 November 2024 were a true and accurate account were signed by the Chairman.

FC24-848 Public Participation Session with respect to items on the agenda

There were no members of the public present.

FC24-849 Co-Option

Members considered the application received. **RESOLVED** that Jayne Owles be appointed.

FC24-850 Meetings

Members noted the following meetings had been held and draft minutes had been circulated to all members:

- a. Finance and Resources Committee 19 November 2024
- **b.** Planning and Highways Committee –3 December 2024

FC24-851 Reports

Members noted the reports received from:

a. The Clerk

• Community Special Constables

Ongoing publicity using the Parish Council website, social media, and noticeboards.

Training

Calendar available on SharePoint for councillors Training Available from EALC Clerk to be advised of any training needs.

• Office Communication

Regularly sent out to members, items relating to Galleywood.

• Toy Exchange and Coat Donation

Around forty coats were donated to Chess homeless charity. A bag of children's coats was donated to cold hands warm hearts group for their service users too. The toy exchange was another success, with everything donated, being taken.

• Meetings Schedule

Booked room hire with Keene Hall. Shared calendar will be updated in May 2025.

Website

Notice given to Lodge IT Services.

Aubergine requested to provide website maintenance and support when feasible.

Bus Shelters

ECC Cllr AM requested to initiate the LHP application process for a bus stop to be replaced at West Lane, Barnard Road, Galleywood.

Civility and Respect

Online pledge signed and certificate received. Members photograph arranged to be taken on 19 December 2024.

Action: Article to be placed in the Grapevine

Essex County Councillor and City Councillor

- **b.** Representatives from outside bodies
- **c.** Saturday Surgery Cllrs Paul and Troop
- d.

FC24-852 Budget and Precept 2025-2026

Members considered the recommendation agreed by the Finance and Resources Committee on 3 October 2024.

RESOLVED to approve the Parish Council's budget and Precept for 2025-2026, for the amount of £130,303 (4.8% increase)

FC24-853 The Spinney

Members considered the reports provided from Timberwise and TEG.

RESOLVED that:

- a. the additional observations made within the Timberwise report would be shared with TEG.
- b. a meeting would be arranged for Cllrs and TEG to meet at The Spinney, to discuss the report shared.
- c. Local Open Spaces budget of £1000 would be available for works to take place.

Action: Cllr Paul to discuss with Clerk sections of the Timberwise report to be shared with TEG.

FC24-854 Grass Cutting Contract

Members noted that the three-year contract for grass cutting at Pipers Tye, Twitten Green and The Street (42 hours) expires in March 2025.

Action: A tender specification would be advertised on 19 December 2024 on the Parish Council's website, noticeboards and social media. *Deadline: Friday 31 January 2025.*

FC24-855 Events

Members considered if a scarecrow event would be held as part of the VE Day Celebration, on 8 May 2025.

RESOLVED that a scarecrow event would not take place.

FC24-856	Policy Reviews RESOLVED to adopt:		
a.	Member/Employee Policy (r	no amendments)	
FC24-857	Controlled locality determ unforeseen benefits applied Members considered makin RESOLVED that the Parish	cation in Great Baddow g written representations	in this regard.
There beir	ng no further public business to	o be transacted, the Cha at 6.40pm.	irman closed the meeting
	Signed Chairman		Date

GALLEYWOOD PARISH COUNCIL

MINUTES OF THE PLANNING AND HIGHWAYS MEETING

HELD AT THE KEENE HALL - LODGE ROOM - GALLEYWOOD

on Tuesday 7 January 2025 at 7.00pm

Formal acceptance will take place at the next Committee Meeting

Present:

Councillors: G Bonnett, A McQuiggan (Chairman), N Paul, J Potter and J Turkentine

In attendance: Clerk

Prior to the start of this meeting, the Chairman wished to express the gratitude of this committee and of the Council of the dedication given by Wendy Cummins and Artin Cornish who had both sadly passed away.

PH25-626 Apologies and Reasons for Absence

RESOLVED that an apology for absence be accepted for Cllr(s): S Troop and B Woolward.

PH25-627 Declaring of Interests and Dispensations

There were none.

PH25-628 Public Participation Session with respect to items on the agenda

There were no members of the public.

PH25-629 Confirmation of Minutes

RESOLVED that the minutes of the meeting held on 3 December 2024 were a true and accurate account were signed by the Chairman.

PH25-630 The Clerk's Report

Members noted the Clerk's report on:

- South Essex Parking Partnership
 Members can view internally on 365 SEPP
- Highways Maintenance Reports
 Members can view internally on 365 <u>Correspondence Log.xlsx</u>
- Chelmsford City Council Enforcement Notices
 Members can view internally on 365 Planning Enforcements CCC
- Parish Map

Cllr AM to meet with Clerk to discuss

The Spinney

Timberwise Independent inspection report and TEG report shared with Full Council on 19 Dec 2024

• Watchouse Shop Maintenance

Posters re-advertised on Facebook and noticeboards to gauge further interest for help with this.

Street Cleaning

Chelmsford City Council have confirmed that they are responsible for the cleaning and maintenance of the pedestrian disabled ramp at Watchouse shops, which is an adopted highway. Waste has been collected and vegetation will be removed in January 2025.

PH25-631 Action Plan

Members considered items to be focused on for the remainder of 2024/2025 for this committee and noted the current positions of:

<u>Road Safety – Provide Safer Roads and Improve Footpaths</u> – Identifying issues and potential solutions.

It was noted that ECC Cllr McQuiggan will receive feedback in January, establishing if footpath 76 funding has been resurrected.

Environmental - Improve Street Scene - Maintain and improve Parish Land. It was noted that Full Council had resolved at the meeting held on the 19 December 2024 that the additional observations made within the Timberwise report would be shared with TEG.

Action: Clerk to request a quote from TEG to complete the additional observations works stipulated by Timberwise.

<u>Engagement - Communicate with Local shops/businesses and CHP</u> – Revive the central garden area

It was noted that the Council had readvertise to gauge further interest.

PH25-632 Planning Applications

Members considered the following application(s) received from Chelmsford City Council and submit comments by return.

- a. 24/01572/FUL 153 Keene Way Galleywood Chelmsford
 Retrospective application for garage conversion and extension, with extension to
 existing highway crossover. Proposed new roof to existing conservatory.
 RESOLVED that Galleywood Parish Council has no objections.
- **b. 24/05254/TP0** Galleywood MOT Service and Repair Centre Barnard Road Galleywood Chelmsford

T1 Oak - Located behind Galleywood Mot Center- 2-3m canopy, re pollard back to previous pruning points. Reason: So, the foliage is not blocking the gutters with leaves.

RESOLVED that Galleywood Parish Council has no objections.

c. 24/01657/FUL - Poolman Ltd Bakers Lane West Hanningfield Chelmsford Change of use from Commercial Industrial to flexible business uses (Use Classes E(g) and Storage (B8).

RESOLVED that Galleywood Parish Council has concerns as they are aware of the adjacent residential properties of which one abuts this application. The use of this site must be commensurate with the proximity of the two residential properties either side.

There being no further public business to be transacted,	the Chairman closed the meeting at
7.37pm	
Signed Chairman	Dated

GALLEYWOOD PARISH COUNCIL

MINUTES OF THE PERSONNEL MEETING

HELD AT THE KEENE HALL - RON WHITE ROOM - GALLEYWOOD

on Tuesday 14 January 2025 at 10.00am

Formal acceptance will take place at the next Committee Meeting

P	re	S	6	n	t	•

Councillors: A McQuiggan, N Paul and S Troop (Chairman)

In attendance: Clerk

25-123 Apologies for Absence

There were none.

25-124 Confirmation of Minutes

RESOLVED that the minutes of the meeting held on 8 October 2024 were a true and accurate account were signed by the Chairman.

25-125 Declaring of Interests and Dispensations

There were none.

25-126 Public Participation Session with respect to items on the agenda

There were no members of the public.

25-127 Exclusion of the Press and Public

There were no members of the public.

25-128 Personnel Matters

Members noted and considered the report provided on training, office opening hours, staff sickness absence, salaries, and appraisals.

Dated

RESOLVED that:

- **a.** Lodge IT support to be requested to archive the parish website prior to it being hosted and managed by Aubergine.
- **b.** a recommendation to be made to Council to make the Clerks flexible working contract permanent.
- **c.** A cleaner's trolley cost to be sought and reported to Council.

Signed Chairman

d. The Village Attendant job description to be shared with members.

There being no further public business to be transacted, the Chairman closed the meeting at
10.31am.

GALLEYWOOD PARISH COUNCIL

MINUTES OF THE FINANCE AND RESOURCES MEETING

HELD AT THE KEENE HALL - LODGE ROOM - GALLEYWOOD

on Thursday 23 January 2025 at 7.00pm

Formal acceptance will take place at the next Committee Meeting

Present:

Councillors: G Bonnett, N Paul (Chairman), C Shreeve, and J Turkentine

In attendance: Clerk

Public - Cllr Owles

FR25-386 Apologies for Absence

RESOLVED that an apology for absence be accepted for Cllr(s): McQuiggan and Troop.

FR25-387 Declaring Interests and Dispensations

There were none.

FR25-388 Confirmation of Minutes

RESOLVED that the minutes of the meeting held on 19 November 2024 be approved as a correct record and signed by the Chairman.

FR25-389 Public Participation Session with respect to items on the agenda

There was one member of the public observing the meeting.

FR25-390 Clerk Report

Members noted the Clerks report on:

Public Toilets

 Legionella Testing carried out monthly Leaking tap fixed and quote received for future lagging of pipes

Events

- Advised shop owners that Best Dressed Window was not going ahead
- Booked two days Play in the Park and Mobile Zoo for 2025 cost has risen

Community Initiative Funding

 10.10.2024 Application submitted – Awaiting decision The Microgrant funding has now closed

Grants Scheme

Applicants advised of Council decisions

Action Plan

• Contacted Heritage House for update on Parish Map. Cllr McQuiggan liaising with the company directly.

FR25-391 Financial

RESOLVED that items a to c be approved

- a. <u>Financial Summary All Accounts</u> for November and December 2024
- b. Financial Budget Comparison
- c. Paid Expenditure for November and December 2024

d. Members considered which EMRs would be carried forward into 2025/2026.

RESOLVED that:

All EMRs would be carried forward to 2025/2026

Members noted:

- e. Bank Transfers of £16,592.14 had been made on 19 November 2024 £5,000 had been made on 17 December 2024 £1,318.27 had been made on 6 January 2025
- **f. Expenditure item** in conjunction with the Chairman of the Parish Council the following item of expenditure had been made:
 - From Toilet Maintenance/CIL £120 for plumber to fix leak

FR25-392 Grants

Members noted that accounts for Make Lunch had been received, shared and accepted, in relation to their grant application for 2025/2026.

FR25-393 Action Plan

Members considered items to be focused on for the remainder of 2024/2025 for this committee and noted:

- **a.** Engagement To have an effective website Aubergine is in the process of building a new website
 - Action: Clerk to report back at future meeting
- b. Health and Wellbeing Encourage residents to participate in exercise
 Action: Members to consider and provide ideas at the next meeting
 Action: Clerk to share with the committee current map status from Cllr McQuiggan and email correspondence in relation to this.
- c. Health and Wellbeing Enrich residents experience of the Christmas period Action: Members to consider and provide ideas at the next meeting Action: Clerk to ask CHPs permission of utilising Watchouse shop area.

There being no further public business to be transacted, the Chairm	an closed the meeting at
7.32pm	
Signed Chairman	Dated

GALLEYWOOD PARISH COUNCIL

MINUTES OF THE YOUTH CLUB SUB COMMITTEE MEETING HELD AT THE KEENE HALL – LODGE ROOM – GALLEYWOOD

on Tuesday 4 February 2025 at 6.00pm

Formal acceptance will take place at the next Committee Meeting

Present:

Councillors: A McQuiggan, N Paul (Chairman) and S Troop

YMCA Rep: B Whitaker

Clerk

- YC25-53 Apologies and Reasons for Absence RESOLVED that none were received
- YC25-54 Declaring of Interests and Dispensations

There were none.

YC25-55 Confirmation of Minutes

RESOLVED that the minutes of the meeting held on 3 October 2024 were a true and accurate account were signed by the Chairman.

YC25-56 Public Participation Session with respect to items on the agenda

There were no members of the public present.

YC25-57 YMCA

Members considered and discussed at length with Becky Whitaker:

- a. The report provided by YMCA on attendance figures, activities and feedback.
- b. A review of the current arrangements.

It was noted that average attendance figures are 22 and roll numbers have risen to 61. Engagement has increased and an initiative of 'Bring a Friend' has been introduced. Cooking activities continue to be enjoyed but have been limited due to ingredient costs. The YMCA has approached supermarkets for support and applied for funding for equipment. The Youth club continues to run at a comfortable level for the support required by those attending and confirm the opening times/current arrangements are working well. Youth workers will continue building engagement throughout the year.

Action: YMCA to provide attendance figures for those that live in Galleywood. SLA for 2025/2026 to be forwarded, a recommendation would be made to Full Council for the current arrangements to continue.

YC25-58 Date of the next meeting

RESOLVED that the next meeting will be held on Tuesday 3 June 2025 at 6pm.

There being no further public business to be transacted, the Chairman closed the meeting at 6.26pm

Signed Chairman	Dated

GALLEYWOOD PARISH COUNCIL

MINUTES OF THE PLANNING AND HIGHWAYS MEETING

HELD AT THE KEENE HALL - LODGE ROOM - GALLEYWOOD

on Tuesday 4 February 2025 at 7.00pm

Formal acceptance will take place at the next Committee Meeting

Present:

Councillors: G Bonnett, A McQuiggan (Chairman), N Paul, J Potter, S Troop, J Turkentine

In attendance: Clerk

Four members of the public

PH25-626 Apologies and Reasons for Absence

RESOLVED that an apology for absence be accepted for Cllr(s): B Woolward

PH25-627 Declaring of Interests and Dispensations

There were none.

PH25-628 Public Participation Session with respect to items on the agenda

There were four members of the public who wished to address the committee in relation to agenda item PH25-635a, PH25-635c and PH25-635d. Members listened to the concerns raised and agreed to take these into account when making comments to the planning authority.

On a proposal by the Chairman, it was RESOLVED to bring forward agenda items PH25-635a, PH25-635c and PH25-635d

PH25-635 Planning Applications

Members considered the following application(s) received from Chelmsford City Council and submit comments by return.

a. 24/01735/FUL Unit and Yard 8 At Five Tree Works Bakers Lane Galleywood. Change of use from mixed-use storage and distribution (Use Class B8) and provision of education (Use Class F1(a))

RESOLVED that Galleywood Parish Council strongly objects to this application.

The covering letter from Dovedale Architects, provided with the application states:

'The education / training element of the

Proposed Development focuses on the training of small, mobile, machinery / equipment (importantly, there would be **no visible tower crane on Site**). The tower crane is due to be removed, on the 16 December and the Proposed Development would have **no visual impact** (from short or long views).'

The Parish Council strongly disagree with this statement by the developer, Following the removal of the crane in December - two cranes are currently visible, one yellow and one black. These can be seen from the A12 and The Heritage Centre in Galleywood. Both have "Visible impact"

The Parish Council has continued to raise concerns about the appearance of cranes at this site since the initial planning application was submitted. Particularly the colour and mobility of the crane(s) and their height on the site.

In addition, the Parish Council notes that:

- No provisions for services provided for training or staff on site e.g., toilets, catering facilities, or classrooms to support the education/training activities. i.e. the site is not suitable for education. It is also adjacent to children's educational facilities.
- 2. The erection of the tower crane(s) and other cranes on the ridgeline/horizon adjacent to the A12 is considered by this council a hazard (distraction) for the sightline of drivers and its visibility from the adjacent Galleywood Common Nature Reserve.
- 3. The tower crane(s) on site is inappropriate for the green belt area. There are no special circumstances to allow this. The site is remarkably close to Galleywood Common, which is protected by the secretary of state. Other developments adjacent to The Common have had their structures controlled by their relevant planning conditions, severely restricting the visibility.
- 4. The silent majority and car drivers using the A12 have not been consulted on this planning application.
- 5. It is recognised that this site is now proposed to be a national training facility that will increase the motor traffic in an already congested area.
- 6. This council supports the residents' objections presented at the meeting and on the portal without reservation.

The council, while encouraging employment and training opportunities, does not feel that a tower crane(s) or crane training facility at this location is appropriate, nor suitable for the environment and too small for the provision of suitable facilities. The Parish Council also objects to the erection of any permanent or temporary tower or telescopic crane structure at this site.

The Parish Council requests that planning conditions be listed and enforced for this site preventing the erection of any structures, permanent or temporary, that are visible. i.e. NO VISIBLE Impact

Action: Clerk to inform the public in attendance of the decision made by CCC once known.

c. 24/01765/ADV Land South of Lower Green Galleywood

Retrospective application for x1 non-illuminated entrance sign.

RESOLVED that Galleywood Parish Council strongly objects to this application for the following reasons:

- This is to erect a sign which has already been erected without consideration for its surroundings.
- The sign is out of keeping with the rural lane. (Location, size, colours, construction materials)
- The sign is inappropriate for the green belt area. It constitutes an inappropriate advertisement.
- The sign is on the edge of the highway. There are no special circumstances
 to allow this. Neighbouring farms do not have signs on the highways and
 concerns are raised that this may set a precedent for others.
- The sign currently obscures the sightlines for drivers exiting the site

This council supports the residents' objections presented at the meeting and on the portal without reservation.

d. 24/01763/FUL Land South of Lower Green Galleywood

Retrospective application for the siting and retention of 2 No. green storage containers and 1 No. grey portacabin

RESOLVED that Galleywood Parish Council strongly objects to this application for the following reasons:

- The containers are out of keeping with the use of the greenbelt.
- The colours of the containers/furniture are out of keeping with the site.
- It has been noted that earthworks have been completed on this site.
- The proximity to the Highway and to residential properties.
- Photographs taken from the site show that residents house overlook this area.
- Since the use of this land is agricultural, there is sufficient agricultural storage and additional space elsewhere on the farm and away from the rural setting of the road.
- The Parish Council observes that an office is being established on the site, this use is not agricultural.
- The Parish Council is concerned that work has been carried out on this site
 without planning permission being allocated and the impact on the locality
 assessed. This site is not suitable for the business and activities currently
 demonstrated even before the site capacity is reached.
- The Parish Council notes that the village already has two nearby allotment sites with current vacancies, as do other neighbouring parished areas.
- The Parish Council notes that 107 Plots with possibility to go to 500, have been allocated together with secondary activities on the site and insufficient highways assessment has not been carried out. This development will have a significant effect on local traffic.
- The provision of all-weather parking for 500 plots (or even 107) is not acceptable in this setting. Planning has already been refused nearby where this was adjacent to much wider roads.

- The Parish council observes from the photographs in the report that leisure facilities have been established on the site to accommodate 60 seated positions and picnic tables on site. This is not commensurate with an agricultural use of the property and establishes a recreational area.
- The Parish the Council notes from The Roots website that the proposed use
 of this site is not commensurate with agricultural use and as such, will
 attract visitors above and beyond casual agricultural uses of the site.
- The Parish Council do not feel that this site is suitable for non-agricultural use.
- The provision of extensive parking on this site is not commensurate with agricultural usage of the site.
- The site is on a partially residential rural lane. Lower green is effectively a single lane has always been a single lane, which is not suited for increased traffic flow.
- The Parish Council are concerned about access to additional vehicles on the lane and the lack of provision and access and egress visibility splays.
- The Parish Council notes that Lower green leading to Rignell's Lane was
 designated some 25 years ago as a low traffic zone and is signposted as
 such to divert agricultural/industrial vehicles away from the lane. Driving
 additional traffic to this lane was not acceptable then and is not acceptable
 now.
- The Parish Council is aware that the use of this site may necessitate flood lighting, and this is not in keeping with the dark lane and rural setting.
- The proximity of dwellings adjacent to the site raises concerns about noise and nuisance issues from the increased activity on the site.
- The retail aspirations and the provision of services on the site, listed in the applicant's website is not commensurate with an agricultural use.
- The Parish Council therefore strongly objects to the development of this site (including the siting of storage containers and office facilities) together with the strong probability that its use will creep from low impact acceptable agricultural use to non-acceptable growth of facilities on site, as already demonstrated in the applicants' pre-emotive changes documented (by the applicant).

This council supports the residents' objections presented in person at the Parish Council meeting and posted on the portal without reservation.

PH25-629 Confirmation of Minutes

RESOLVED that the minutes of the meeting held on 7 January 2025 were a true and accurate account were signed by the Chairman.

PH25-630 The Clerk's Report

Members noted the Clerk's report on:

- South Essex Parking Partnership
 Members can view internally on 365 <u>SEPP</u>
- Highways Maintenance Reports
 Members can view internally on 365 Correspondence Log.xlsx
- Chelmsford City Council Enforcement Notices
 Members can view internally on 365 Planning Enforcements CCC

• Road Sign - Bekeswell Place

Two poles supporting the sign on the grass area that were both badly rusted, have been reported and replaced.

Parish Map

Awaiting updates from Cllr AM and Heritage House (Publishers) Ltd **Action**: members to forward amendments to the Clerk by 10.02.25

The Spinney

Liaised with TEG. See agenda item 25-631

• Watchouse Shop Maintenance

Posters re-advertised to gauge further interest for help with this.

Land South of Lower Green

Application for Track and Eco grid system had been validated by CCC. Email correspondence forwarded to members

Twitten Lane

Damaged bollards requested to be fixed by CCC

Action: Clerk to request CCC to reinstate bollards at end of Twitten Lane.

PH25-631 Action Plan

Members considered items to be focused on for the remainder of 2024/2025 for this committee and noted the current positions of:

<u>Road Safety – Provide Safer Roads and Improve Footpaths</u> – Identifying issues and potential solutions.

No update was received from ECC Cllr McQuiggan establishing if footpath 76 funding had been resurrected.

<u>Environmental - Improve Street Scene</u> - Maintain and improve Parish Land. It was noted that Clerk had forwarded correspondence to TEG and is awaiting a response.

Action: Clerk to sought prices for additional bulbs

<u>Engagement - Communicate with Local shops/businesses and CHP</u> – Revive the central garden area

It was noted that the Council had receive two further residents' interests from the Clirs Saturday Surgery.

Action: Clerk to arrange meeting for interested parties.

PH25-632 Community Speed Watch

Members discussed and considered the report provided.

RESOLVED that the committee would help promote a community speed watch in Galleywood.

Action: Clerk to share article with Schools, social media and May edition of Grapevine.

PH25-633 St Michaels Junior School

Members discussed and considered the report provided.

RESOLVED that:

- committee will promote a Community Speed Watch.
- investigate the feasibility and costings of installing Vehicle Activation Signs
- investigate costs for five 'Buddy signs'

It was noted that all financial costs would be taken to Full Council for consideration.

PH25-634 Dog Bin

Members discussed and considered the report provided.

RESOLVED that a recommendation would be made to Full Council to purchase two additional bins adjacent to current ones, at The Common carpark and Horse and Groom Pub. Costs would be met by CIL funds.

It was noted that future liabilities or on costs would be met by CCC and not the Parish Council.

PH25-635 Planning Applications

Members considered the following application(s) received from Chelmsford City Council and submitted comments by return.

b. 24/01758/FUL 1 Pyms Road Galleywood

Two storey side extension

RESOLVED that Galleywood Parish Council had no objection to this application.

e. 24/01638/FUL 78 Keene Way Galleywood Chelmsford Essex

Single storey front extension, part single storey rear and two storey side and part rear first floor extension. Demolish existing garage and construct new outbuilding at rear garden

RESOLVED that Galleywood Parish Council had no objection to this application.

f. 25/05007/TPO Ponds Road, 13

T10 - Acacia Located in the front lawn of 13 Ponds Rd - Full pollard - Reason: The tree has developed a split trunk which is starting to rot and tree surgeon advised tree is unhealthy.

RESOLVED that Galleywood Parish Council had no objection to this application. **Action:** Clerk to contact CCC to request a review of all TPO's in Galleywood.

PH25-635 Planning Appeal Notifications – Chelmsford City Council

Members noted that an appeal had been lodged in respect of the application below, Chelmsford City Council will notify the Council of the decision in due course.

24/01244/FUL - Kessley Margaretting Road Galleywood

Raise roof to create first and second floor, single storey rear extensions, with internal alterations and additional fenestration.

PH25-636 Planning Decisions - Chelmsford City Council

Members noted the decision(s) of the following application(s):

a. 24/00731/FUL The Street , Maple House

New residential dwelling and detached garage

Refused

b. 24/00941/FUL Beehive Lane, 430

Replacement double garage and garden store

Granted

c. 24/01470/FUL Watchouse Road, 19

Installation of air source heat pump

Granted

d. 24/00252/FUL Duffield Road, Great Baddow High School

Construction of an artificial turf pitch and sports pavilion with associated works including lighting, fencing and hard and soft landscaping. Siting of a storage container.

Granted

- e. 23/01138/S73 Roughtons, 9
 Variation of Condition 2 of planning permission 23/01138/FUL (Proposed demolition of existing single storey rear extension and garage. Proposed two storey side and front extension and internal garage. Replacement rear single storey extension.)
 Change in roof design from hipped to gable end.
 Granted
- f. 24/05254/TPO Galleywood MOT Service and Repair Centre Barnard Road
 T1 Oak Located behind Galleywood mot centre- 2-3m canopy, re pollard back to
 previous pruning points. Reason: So foliage is not blocking the gutters with leaves
 Granted

There being no further public business to be transacted, the Chairma 8.43pm	an closed the meeting at
Signed Chairman	Dated

Report to Galleywood Parish Council

KW/Feb 2025

The Spinney

Planning and Highways (**PH25-631)** requested the Clerk obtain a quote from tEG to complete the additional observations works stipulated by the Timberwise independent report.

Members to consider the report and quotes received from tEG and resolve the works to be carried out, and by whom.

TEG Report

tEG member Andy Harding has conducted a comprehensive search for quotations to meet the requirements of your independent surveys on the dipping platform and small bridge in the spinney. tEG are unable to get quotes for UC4 wood treatment which the suppliers they have approached consider unnecessary. Also, CCC have confirmed to tEG that they have used the C24 standard treatment for all outdoor bridges installed in Galleywood over recent years.

- Three alternative quotes from Gard's have been provided by tEG.
- All three are for C24 Green timber.
- tEG recommend if you want to continue with retaining the bridge and dipping platform to use the C24 Green timber standard.

Your surveyor recommended only the partial replacement of the worst timbers. Given that all the existing boards were installed at the same time our recommendation would be to replace all the decking boards this year to avoid the difficulty and expense of returning to complete the job next year when further rotting will inevitably become obvious. Replacement of only some of the boards would leave a tripping hazard because there would be a small difference in thickness of the timbers as the quotation is for off-the-shelf sizes rather than the additional cost of specially cut and treated boards.

Our quote from Gard's only covers for the replacement of 40 boards which our inspection showed needing replacement rather than the 32 recommended by your surveyor. However, there are a total of 92 boards on the dipping platform and you may decide to replace all of them.

Please consider our proposal to use C24 treated timers and to replace all boards this year. If you are happy with this approach, we would ask you to order the timber for delivery to our tool store at Parklands Farm.

tEG would like to clarify that this is an estimate and not final price for the job. As it is not known what is under the rotten wooden boards until the job is started, they may have to get more timber and more fixings. It must be realised that tEG are not professional trades persons for this type of job.

Estimated quotes (valid until 19 Feb) for materials from Gards are:

For works suggested by Independent Inspections:

1. Replace all the Bridge Decking Boards, defective section of handrail and defective post. Replace <u>32 Decking boards</u> on the Dipping Platform and replace upstands and add a strengthening joist under the platform is £433.40

For works suggested by TEG:

2. Replace all the Bridge Decking Boards, defective section of handrail and defective post. Replace <u>40 Decking boards</u> on the Dipping Platform and replace upstands and add a strengthening joist under the platform is £468.32

For works suggested by TEG:

3. Replace all the Bridge Decking Boards, defective section of handrail and defective post. Replace **92 Decking boards** on the Dipping Platform and replace upstands and add a strengthening joist under the platform is **£638.84**

Alternatively, Council may wish to reconsider tEG's recommendation to get rid of the dipping platform and the small bridge completely and replace this with their previous proposal which would ensure the Council would not incur any ongoing maintenance costs.

Clerks comments

Please click on this link The Spinney on the sharedrive to see:

19.12.24 Timberwise report shared with all members.

29.01.25 Council letter to TEG, to request a quote, shared with all members.

3 x Quotes from Gards

Clerk's Report - Full Council February 2025

Item	Action Taken and outcome	Date Note Closed
Community Special Constables	Ongoing publicity using the Parish Council website, social media, and noticeboards.	Ongoing
Training	Calendar available on SharePoint for councillors <u>Training Available</u> <u>from EALC</u> – Clerk to be advised of any training needs.	Ongoing
Office Communication	Regularly sent out to members, items relating to Galleywood.	Ongoing
Bus Shelters	ECC Cllr AM requested to initiate the LHP application process.	Awaiting response
Local Panels Award Scheme	20.09.2024 Application for interest accepted.	20.02.25

Report to the Full Council meeting on Thursday 20th February 2025 on behalf of the Keene Hall and Galleywood Heritage Centre

KEENE HALL

In January, Galleywood Theatre Group put on their annual event, and it was a considerable success.

At their February meeting, Trustees noted the sad news of the death of Wendy Cummin. Trustees considered some sort of tribute for Wendy and John Cummin. Both had been Trustees of the Galleywood War Memorial Fund and Wendy spent considerable time and effort into fund-raising for the Memorial. Additionally, John was for many years the unofficial photographer for Galleywood Parish Council. Wendy had previously been a Trustee of Keene Hall, as was John, up to his death.

Trustees accordingly invite the Parish Council to jointly support/sponsor a small plaque noting the Cummins' contribution to the community in Galleywood.

HERITAGE CENTRE

Trustees and other volunteers continue to carry out maintenance work, helping keep Centre costs down.

Improvements: Earlier this month, the Heritage Centre had new double-glazing installed in the Main Hall, the Heritage Room, the Kitchen and Office. Comments from visitors have been very complimentary. Further work will include the installation of vertical blinds.

The tea-room is open on Tuesdays, Thursdays, Fridays and Sundays. We are looking for volunteers to help out – if you are interested yourself, or know someone who may be interested, can they contact the Heritage Centre at: mail@galleywoodheritagecentre.org.uk

Neville Paul

13th February 2025

Report to Galleywood Parish Council

KW/Feb 2024

Grass Cutting Contract 2025/2028

To consider and resolve the 3year contract for grass cutting at Twitten Green and Pipers Tye. The tender specification had been advertised on the Parish Council's website, noticeboard and social media.

Quotations were received by the deadline of 31 January 2025 and are detailed below:

Contractor		tation co 2026/27	sts 2027/28	Total Costs	Comments
Company A	•	•		£11,127	Essex based contractor
Company B Company C	•	,	,	£4,252 £3,528	Chelmsford based contractor Existing contractor

Clerks comments

Quotes are available to view on sharepoint Grass Cutting 2025

The successful applicant will be requested to provide prior to commencing:

Public Liability insurance

Health and Safety Policy

A completed Risk Assessment and Method Statement

SERVICE LEVEL AGREEMENT

BETWEEN

GALLEYWOOD PARISH COUNCIL

And

YMCA ESSEX

Name of Provider	YMCA Essex
Start date	1 st April 2025
End date	31st March 2026 unless renewed in accordance with clause 3.1 of this Agreement
Review date	3 months before end date
Contacts for contract monitoring:	Becky Whitaker, YMCA Essex

THIS AGREEMENT, (which includes the conditions and schedules), is made 12^{th} March 2024

BETWEEN

- (1) **GALLEYWOOD PARISH COUNCIL** of Keene Hall, Watchouse Road, Galleywood, Chelmsford, Essex CM2 8PT ("the Authority"); and
- (2) YMCA ESSEX of Victoria Road, Chelmsford, Essex CM1 1NZ ("YMCA Essex")

together known as the Parties.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall unless the subject or context otherwise required have the following meanings:

"Authority Authorised Contact"	Clerk to Galleywood Parish Council
"Force Majeure"	Any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to YMCA Essex, the YMCA Essex's personnel or any other failure in the their supply chain
"Information"	has the meaning given under section 84 of FOIA
"Services"	Means the services set out in the Service Specification.
"Service Level Agreement" (SLA)	This Agreement, including conditions and schedules, which sets out in detail the service(s) to be provided and the Responsibilities of the YMCA Essex.
"Service Specification(s)"	Document identifying in detail the agreed Service(s) to be offered. This document forms Schedule 1 to the Service Level Agreement.
Service Users	Users of the service.

Request for Information	Means a request for information or an apparent request under the Code of Practice on Access to Government Information or FOIA
YMCA Authorised Contact,	Becky Whitaker, Youth Services Manager, YMCA Essex

2. SCOPE OF TERMS AND CONDITIONS OF SERVICE

- 2.1 Subject to the provisions of this Agreement, YMCA Essex agrees to provide the Services set in accordance with the Terms and Conditions of this Agreement.
- 2.2 In providing the Services, YMCA Essex shall at all times:
 - 2.2.1 allocate sufficient resources to provide the Services;
 - 2.2.2 ensure that any of its personnel who are engaged in the provision of the Services shall, if required by the Authority, attend such meetings at the premises of the Authority or elsewhere as may be reasonably required by the Authority; and
 - 2.2.3 provide such reasonable co-operation and information in relation to the Services to the Authority as the Authority may reasonably require from time to time.

3. DURATION

3.1 The Service shall be provided from 1st April 2025 for a period of one year and will automatically be renewed for a further one year on a rolling basis unless the Authority gives the YMCA three months prior written notice of its intention not to renew the agreement.

4. **DUTY OF CARE**

- 4.1 YMCA Essex (YMCA) shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with the Agreement.
- 4.2 All YMCA Essex (YMCA) personnel deployed on the Services relating to this Agreement must have appropriate qualifications and competence. The YMCA Essex shall provide qualification and competence details of its personnel to as required and on request.

5. TERMINATION

- 5.1 Either Party may terminate the Agreement by giving six months' notice to the other. Such notice may expire at any time but no sooner than six months after entering into this Agreement
- 5.2 The Authority may terminate this Agreement (in whole or part) with immediate effect by the service of notice to the following circumstances:

- 5.2.1 if YMCA Essex is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, the Authority may only terminate this Agreement under this clause 5 if the has failed to remedy such breach within 21 days] of receipt of notice from the Authority (a Remediation Notice) to do so;
- 5.2.2 if YMCA Essex ceases to operate or there is an insolvency situation;
- 5.2.3 if there is a change of control of YMCA Essex;
- 5.2.4 If the service user falls below a mutually agreed non-viable number over a two/three month period
- 5.3 Where the YMCA Essex fails to comply with the conditions and requirements as set out in this Agreement, the Authority may by notice in writing terminate this Agreement and/or withhold future payments and/or require the YMCA Essex to repay all or any part of monies paid to it under this Agreement.

6. MONITORING AND EVALUATION

- 6.1 YMCA Essex shall comply with the monitoring and evaluation arrangements as set out in the Service Specification
- 6.2 On-going performance review meetings shall be conducted twice a year at a date and time to be agreed between the Authority and YMCA Essex's Authorised Contact.
- 6.3 Communication shall be maintained through the YMCA Essex's Authorised Contact, which shall be the first point of contact between the providers.
- 6.4 The provision of the Services will be monitored using session sheets or numbers and overall aims of the group, showing of assessment as outlined in the Service Specification/ proposal. The aim of these performance indicators is to provide an accurate, fair and rounded picture of the service provided including both performance and quality aspects. The information provided will also be useful data for evaluating the service and informing future developments.

7. CONTINUOUS IMPROVEMENT

7.1 YMCA Essex shall have an ongoing obligation throughout the duration of this Agreement to identify new or potential improvements to the Services in order to achieve the highest level of service user satisfaction. As part of this obligation YMCA Essex shall identify and report to the Authority the review meetings:, new or potential improvements to the Services. Any changes made in accordance with this clause 7.1 shall be addressed by the Parties in accordance with clause 8.

8. VARIATION OF AGREEMENT

8.1 No variation of this Agreement shall be valid unless expressly agreed in writing by the authorised representatives of both organisations.

9. DISPUTES, ESCALATION AND RESOLUTION

- 9.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute") then the Parties shall follow the procedure set out in this clause 9:
 - 9.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice the Parties shall attempt in good faith to resolve the Dispute;
 - 9.1.2 In the event that a Dispute remains unresolved after one month despite good faith efforts of the Parties, the Dispute shall be referred to the Chief Executive, YMCA Essex and nominated lead at the Authority, whose decision shall be final and accepted by both Parties.
 - 9.1.3 Notwithstanding clause 9.1.2, if the Parties are still for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Practice. Unless otherwise agreed by the Parties, the mediator shall be nominated by CDER Solve. To initiate the mediation, a party must serve an Alternative Dispute Resolution notice in writing (ADR notice) to the other Party to the Dispute requesting mediation. A copy of the ADR Notice should be sent to CEDR Solve.

10. ASSIGNMENT AND SUB-CONTRACTING

- 10.1 The Authority may assign or sub-contract this Agreement without the prior written consent of YMCA Essex but provided that it gives the YMCA Essex six months prior written notice, or whatever is practically possible.
- 10.2 YMCA Essex must not assign, sub-contract, or delegate any of its duties in whole or in part under this Agreement without the prior written consent of the Authority.

11. STAFF

- 11.1 Where the work of employees or volunteers appointed by the YMCA Essex brings them into contact with children, young people or vulnerable adults, the YMCA Essex shall ensure that they are appropriately trained and perform their duties in line with the requirements of The Children Act 1989 and the Protection of Children Act 1999 and the SET Child Protection Procedures, 2011.
- 11.2 YMCA Essex shall ensure that the recruitment and selection procedures include the following matters:

- 11.2.1 YMCA Essex shall be registered with the Criminal Records Bureau and subsequently with Disclosure and Barring service ("The DBS") or an umbrella agency and shall ensure that all employees and volunteers are checked through the DBS.
- 11.2.1 YMCA Essex shall provide written confirmation of the DBS Check to the Authority's Authorised Officer as required and on request.
- 11.3 All employees and volunteers shall provide a declaration of convictions that would otherwise be spent under the Rehabilitation of Offenders Act (Exceptions) Order 1975.
- 11.4 YMCA Essex shall be responsible for all acts and omissions of its own employees and agents.
- 11.5 YMCA Essex must ensure that anyone acting on its behalf complies with the law for the time being in force in the United Kingdom including the requirements of the Data Protection Act 1998, Freedom of Information Act 2000, the Human Rights Act 1998 and the Equality Act 2010.

12. HEALTH AND SAFETY

- 12.1 YMCA Essex shall:
 - 12.1.1 observe the provisions of the Health and Safety at Work etc Act 1974 and the Management of Health and Safety at Work Regulations 1998 and all other regulations, approved Codes of Practice and amendments thereto.
 - 12.1.2 provide its Health & Safety Policy to the Authority as required and on request.
 - 12.1.3 maintain a record of any Health and Safety incidents /hazards arising and shall promptly notify the Authority's Authorised Contact of those incidents/hazards that arise in connection with the performance of the Services.

13. HUMAN RIGHTS ACT

When YMCA Essex is performing a public function pursuant to this Agreement it will indemnify itself against all actions, claims, demands, losses, proceedings, damages, costs and expenses whatsoever arising out of any breach of the Human Rights Act 1998.

14. CHILD PROTECTION AND VULNERABLE ADULT MATTERS

14.1 All child protection and vulnerable adult matters that arise in relation to this Agreement shall be brought to the attention of the YMCA Essex and the Authority's Authorised Contact. YMCA Essex shall ensure that the children, young people, families and vulnerable adults that they work with understand that whilst in general their confidentiality shall be upheld, any potential child protection and vulnerable adult concerns shall be reported to the YMCA and the Authority's Authorised Contact in the first instance.

14.2 YMCA Essex will take all reasonable steps to ensure that all information concerning Service Users is treated as confidential. Any significant breach of confidentiality is a breach of this Agreement and as such can be the basis for terminating this Agreement.

15. STATUTORY AND OTHER REGULATIONS

15.1 YMCA Essex shall at its own expense comply with all statutory and other provisions to be performed and observed in connection with the Service and shall indemnify itself against any claims, actions, proceedings, loss, liability, penalties, costs or expenses made or incurred as a result of any failure in compliance.

16. INSURANCE AND INDEMNITY

- 16.1 YMCA Essex shall:
 - 16.1.1 throughout the period of this Agreement (at its own cost) effectively maintain the following minimum insurance arrangements:
 - (a) Employers Liability (no less than the statutory minimum in respect of any one claim);
 - (b) Public Liability (£10,000,000 in respect of any one claim)
 - 16.1.2 give the Authority, on request copies of the valid insurances listed in clause 16.1.1
 - 16.1.3 hold and maintain the relevant insurances for a minimum of six years following the expiration or earlier termination of this Agreement.
 - 16.1.4 indemnify and keep indemnified the Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this Agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Agreement by the Authority or its representatives.

17. DATA PROTECTION

- 17.1 YMCA Essex will comply fully with the GDPR requirements placed upon us.
- 17.2 YMCA Essex will comply fully with the Data Privacy Notice, Data Protection policy and the Data Retention Policy (copies can be requested or viewed on our website)
- 17.3 YMCA Essex will ensure that only appropriate, designated people handle data as per policy.
- 17.4 YMCA Essex will not disclose Personal Data to any 3rd Parties unrelated to the provision that is required.

17.5 The provisions of this Data Protection section remain in place whilst the services are ongoing and upon termination of this agreement, we will either destroy appropriately any data we no longer require as per policy or return it to yourselves or the designated Authority.

18. CONFIDENTIALITY

- 18.1 YMCA Essex will not, without consent, publish or disclose to any person, or permit any such disclosure by any of its employees, volunteers, subcontractors or representatives, any confidential information received by it in relation to the service being provided or the parties' business generally.
- 18.2 YMCA Essex shall ensure that all persons engaged by them in relation to the provision of services under this Agreement are notified of the requirement to keep confidential any documents or information relating to the provision of the Service.
- 18.3 Clauses 18.1 shall not apply to any disclosure of information:
 - 18.3.1 required under clause 19;
 - 18.3.2 that is reasonably required by persons engaged by a party in the performance of such party's obligations under this Agreement;
 - 18.3.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of this clause 18;
 - 18.3.4 to enable a determination to be made under clause 19;
 - 18.3.5 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
 - 18.3.6 by the Authority to any other department, office or agency of the government; and
 - 18.3.7 by the Authority relating to this Agreement and in respect of which the YMCA Essex has given its prior written consent to disclosure.

19. FREEDOM OF INFORMATION

- 19.1 The YMCA Essex acknowledges that the Authority is subject to the requirements of the FOIA. The YMCA Essex shall:
 - 19.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA;
 - 19.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two working days of receipt;

- 19.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within five working days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- 19.1.4 not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

20. PUBLICITY

- 20.1 The YMCA Essex shall not:
 - 20.1 make any press announcements or publicise this agreement or its contents in any way; or
 - use the Authority's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority.

21. FORCE MAJEURE

- 21.1 Neither Party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event.
- In the event that either Party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such party shall:
 - 21.2.1 give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - 21.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and
 - 21.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 21.3 A Party cannot claim relief if the Force Majeure Event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 21.4 The YMCA Essex cannot claim relief if the Force Majeure Event is one where a reasonable provider should have foreseen and provided for the cause in question.
- 21.5 As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree

appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the YMCA Essex is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with best industry practice.

- 21.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.
- 21.7 The Authority may, during the continuance of any Force Majeure Event, terminate this Agreement by written notice to the YMCA Essex if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 30 working days.

22 GENERAL PROVISIONS

- 22.1 If any provisions of this Agreement are declared to be invalid or unenforceable by any court of competent jurisdiction, this will in no way impair or affect the validity or enforceability of any provision in the Agreement.
- 22.2 Failure of either party to enforce the provisions of this agreement shall not be construed as a waiver of those provisions and shall not prevent either party validly invoking them in the future.
- 22.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.4 No one other than a Party to this Agreement and permitted assignees, shall have any right to enforce any of its terms.
- 22.5 The Agreement sets forth the entire agreement between the parties with respect to the subject matter covered by it and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties.
- 22.6 Without limiting the generality of the foregoing, YMCA Essex agrees and acknowledges that they have entered into the Agreement on their own assessment of the viability of the same.
- 22.7 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.

This Agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of GALLEYWOOD P by	ARISH COUNCIL
Signed:	
Print Name:	
Designation:	Chairman of Galleywood Parish Council
Date :	
Signed on behalf of YMCA ESSEX by	
Signed:	
Print Name:	Becky Whitaker
Designation:	Youth Services Manager
Date :	10/02/2025

SCHEDULE 1 - SERVICE SPECIFICATION

Galleywood Parish has allocated funding to provide a Youth Provision on Thursday evenings at Galleywood Youth Centre from 4.30-8pm with time allocated for opening/closing and planning which will be the terms of this Service Level Agreement. YMCA Essex (hereafter referred to as 'YMCA') will employ and fully manage the appointed persons.

The offer of funding is made on condition that:

- 1. The funding is used to deliver the services described in the Service Schedule.
- 2. Invoices for work completed are issued by a Senior Manager of the YMCA.
- 3. Galleywood Parish Council will confirm a lead contact for YMCA in terms of reports, meetings and reviews.
 - 3.1 Both Parties reserve the right, following such a review and in consultation, to vary the activities described in the Service Schedule. In the event that activities are varied, written notice will be given.
- 1. Any information, know how, system or process arising specifically from this project (including examples of good practice in the design and implementation) shall be shared freely with Galleywood Parish Council. The YMCA agrees, by accepting these terms and conditions that it does not regard such information, know how, systems or processes to be of a confidential nature. In particular, it agrees that The Galleywood Parish Council may use such information, know how, systems or processes for its own purposes.
- 2. No aspect of the activity funded by Galleywood Parish Council may be, or appear to be, party political in intention, use or presentation.
- 3. The books and records of the YMCA relating to this project are open to the inspection by officers, agents or representatives of Galleywood Parish Council as they require, at reasonable notice.
- 4. The YMCA will obtain the informed consent of users of the service and their families or carers as to the purpose and nature of the monitoring and evaluation and their understanding of where the information will be sent. The YMCA will not identify individuals in the monitoring or evaluation.
- 5. For the purpose of the management and evaluation of this Agreement the Parties have agreed that they will be represented by the following persons who are duly authorised for this purpose or such other replacement person who may from time to time be nominated in writing by the parties.

The Galleywood Parish Council

Name

Contact Number

YMCA Essex

Name: Becky Whitaker

Contact Number: 01245 355677

- 6. The YMCA will adhere to its Equal Opportunities policy in order to ensure that the services to be provided under this Agreement are provided in a manner that respects user's ethnicity, culture, religion, disabilities, gender, sexuality and individuality and that accordingly provides services that are anti-discriminatory.
- 7. The YMCA will adhere to and comply with their Safeguarding policy and must immediately inform Galleywood Parish Council in writing of any relevant changes in this policy.

SCHEDULE 2 SERVICE SCHEDULE

The Organization:	YMCA Essex
The Service	Galleywood Youth Provision
Start date:	1 st April 2025
End date:	31st March 2026 unless renewed in accordance with clause 3.1 of this Agreement
Funding Program	YMCA Essex Youth Work
Funding Amount:	Total: £ 7,583
Agreement Ref. No.:	N/A

1. OUTCOMES

The intended outcomes of the project are:

- 1.1 To have a youth provision open for children and young people who live in the Galleywood and Chelmsford area.
- 1.2 Children and Young people display engagement with the service
- 1.3 Children and Young People have improved attitudes and communication, negotiating and social skills, and develop as positive young citizens of Galleywood.
- 1.4 Young People having a sense of belonging to the community.
- 1.5 Relationships between the child/family and community improve.

2. THE SERVICE

2.1 The Service will be provided as following:

One evening a week (Thursday term-time), 3.5hrs face to face youth work delivery from Galleywood Youth Centre or/and in the Galleywood area for 40 weeks of the year (term-time) plus 1 hrs. planning time per week (term-time).

- 2.2 The Service will address the need for an evening of youth work activities for young people of the Galleywood area.
- 2.3 The service will be delivered by trained Youth Support Workers to run fun, informal sessions/activities for young people, through:

Establishing, encouraging and maintaining relationships between Galleywood Parish Council staff/ child/ parents/ carers;

Providing appropriate individual and or group support for children and young people, enabling them to develop positive strategies, techniques and skills including behaviour management and communication.

- 2.4 Wherever necessary, the Service will work closely with the statutory agencies and develop partnership working and establish referral procedures.
- 2.5 Where possible children/young people and parents/carers will participate in the consultation, planning, reviewing, monitoring and evaluation of the Service.
- 2.6 To ensure qualitative standards are adhered to and any issues are recorded and rectified regular reviews will be undertaken.

3. REVIEW AND MONITORING (REPORTING)

YMCA Essex (YMCA) shall comply with the monitoring and evaluation arrangements as set out in the Service Specification

On-going performance review meetings shall be conducted twice a year at a date and time to be agreed between Galleywood Parish Council and Becky Whitaker, Youth Services Manager.

Communication shall be maintained through the YMCA Essex's Authorised contact, which shall be the first point of contact between the providers.

The provision of the Services will be monitored using session sheets or numbers and overall aims of the group, showing of assessment as outlined in the Service Specification. The aim of these Performance Indicators is to provide an accurate, fair and rounded picture of the service provided including both performance and quality aspects. The information provided will also be useful data for evaluating the service and informing future developments.

---End---

Report to Galleywood Parish Council

KW/Feb 2025

St Michaels Junior School

A request had been made by St Michaels Junior school to PH Committee, to help with potential speedings and considerate parking on Barnard Road.

At the PH meeting (PH25-633) the clerk was requested to investigate VAS and Buddy Signs and to bring the findings back to Full Council.

Cllr MCQ also agreed to request information from ECC on why flashing lights on School highways signs had been removed.

Members to discuss and consider:

- a. if a speed survey will take place on Barnard Road costs £368 or 25/26 LHP funding
- b. if a VAS is to be installed on Barnard Road approx £4500
- c. if five buddy signs will be purchased costs £675
- d. if flashing lights on school highways signs should be requested to be reinstated
- a. investigate the feasibility and costings of installing Vehicle Activation Signs
 The Clerk has liaised with Highways Dept and has been advised that the most appropriate
 action to take in the first instance would be to conduct a speed data survey at a cost of
 £368.20 through the Local Highways Panel. If speeding was shown to be an issue, it would
 then be advisable to cost VAS or SID for Barnard Road.

A request can be added to the list of Traffic Surveys to be carried out when funding permits, through LHP, providing this is supported by ECC Cllr McQuiggan.

b. investigate costs for five 'Buddy signs' to help considerate parking
The school have provided a link to the signs that they would like to purchase, total cost for five signs is £674.95 +VAT

Large Child Friendly Road Safety Pavement Signs - Signs2Schools

- Double Sided Freestanding Custom School Safety Signs
- Large 540 x 942mm Double Sided Display Area
- Anti-Graffiti Protective Face Film Fitted as Standard
- Unique patented wedge means assembly and disassembly in seconds no tools required!
- Recycled PVC Base for Added Stability



Clerks comments - There are no budgets set for this expenditure. CIL could be utilised.

Report to Galleywood Parish Council

KW/Feb 2025

Website

Members to discuss and consider if additional website content can be added by Aubergine at an additional cost of £375+VAT

Members to note that Aubergine have completed the site build and are in the process of adding the content transfer of these essential documents:

- Agendas last 12 months plus forthcoming meetings
- Minutes last 12 months
- Policies (all adopted by Council)
- Councillors and links to Registers of Interest
- Committees, members and terms of reference
- Meeting dates
- Finance- budget and precept
- Finance payments of £500
- AGAR (5 years)
- Accessibility statement
- Privacy policy
- Freedom of Information Policy Model Document

Everything else that is currently on our website would need to be added manually.

Clerks Comments

It would be suggested to pay for a professional to continue to build the site fully and allow staff to train themselves fully before adding content.

Aubergine has advised that once training has taken place, staff members could input the data. It has been suggested that this could take up to one month to complete alone, without dealing with other duties.

KW/Feb 2025

Personnel

Members to consider the purchase of equipment to aid the Village Attendant.

The Clerk was requested by the Personnel committee to sought costs for a 'cleaners trolley' to aid the Village Attendant when cleaning the bus shelters.

Steve has advised that a 'trundle truck' would be the best option for carrying equipment (Water, Broom, Small Steps, Warning Cones)

A suggested option:

VonHaus Garden Cart – Trolley, Wheelbarrow, Dump Truck with Tipping Function, 75L Capacity, 250kg Max Weight Load – Heavy Duty Transport for Outdoors, Festivals, Tools, Plants, Logs, General Waste: Amazon.co.uk: Business, Industry & Science £80

Alternatively, members may wish to consider paying mileage and business insurance cover should a private vehicle be used.



Bio-Diversity Policy

Adopted: Feb 2025 FC25-873a NEW

(Reviewed Annually)

Next Review May 2026

The Keene Hall, Watchouse Road, Galleywood, Essex CM2 8PT

Introduction - Statutory Duty

Under the 2021 Environment Act, public authorities (including town and parish councils) who operate in England must consider what they can do to conserve and enhance biodiversity in England.

Government guidance published on 17th May 2023 clarifies that, as a public authority, town and parish councils must:

- Consider what they can do to conserve and enhance biodiversity.
- Agree policies and specific objectives based on their consideration.
- Act to deliver their policies and achieve their objectives.

Town and parish councils, unlike other authorities, are not obliged to publish a report on their actions, but the Government guidance requires all public authorities to complete their first consideration of what action to take for biodiversity by 1 January 2024. They must agree their policies and objectives as soon as possible after this and may reconsider the selected actions within 5 years of completing their previous consideration, or more frequently if they choose.

To comply with the guidance, town and parish councils could as a minimum:

- Have biodiversity as an agenda item for a meeting before the end of 2023.
- Note what action in respect of biodiversity is already taking place locally.
- Agree what further steps to take at this stage.

Such steps may include:

- Reviewing what biodiversity or nature recovery plans are already in place from other local authorities.
- Making contact with local voluntary groups working on nature conservation.
- Carrying out a biodiversity audit of council landholdings and/or the whole council area
- Gathering expert advice on possible actions in support of biodiversity.
- Drafting an action plan that covers action that the council will take itself as well as support for the actions of other local bodies.

Whatever action is agreed, as a minimum local councils could ensure they address biodiversity concerns when commenting on planning applications.

All these steps may inform an agreed biodiversity policy for which a model example is attached.

Guidance for town and parish councils on developing a <u>local nature action plan</u> has been published by South Gloucestershire Council, as well as a <u>field guide</u> for those with little or no ecological background.

In accordance with the duty imposed on town and parish councils by Section 40 of the Natural Environment and Rural Communities Act 2006, updated by Section 102 of the Environment Act 2021, Galleywood Parish Council will in exercising all its functions have regard to the purpose of conserving biodiversity.

This duty also means that town and parish councils can spend funds in conserving biodiversity.

DEFINITION

According to Defra (Biodiversity 2020), biodiversity is the variety of all life on Earth. It includes all species of animals and plants – everything that is alive on our planet.

Biodiversity is important for its own sake and has its own intrinsic value. A number of studies have shown this value also goes further. It is the building block of our 'ecosystems'. These provide us with a wide range of goods and services that support our economic and social wellbeing. These include essentials such as food, fresh water and clean air, but also less obvious services such as protection from natural disasters, regulation of our climate, and purification of our water or pollination of our crops. Biodiversity also provides important cultural services, enriching our lives.

AIMS AND OBJECTIVES

The object of this policy is to work towards enhancing and protecting the biodiversity of Galleywood.

All committees of Galleywood Parish Council will consider sustainability, environmental impact and biodiversity when making decisions and will develop and implement policies and strategies as required.

In particular, Galleywood Parish Council will aim to improve the biodiversity of the area in the following ways:

- consider the potential impact on biodiversity represented by planning applications.
- manage its land and property using environmentally friendly practices that will promote biodiversity.
- support local businesses & council operations in the adoption of low impact practices.
- support residents and local organisation activities to enhance and promote biodiversity.

ACTIONS

Planning applications

- The council, when commenting on planning applications, will support site and building design that benefits biodiversity through the conservation and integration of existing habitats or provision of new habitats.
- It will support protection of sensitive habitats from development and will consider whether the development would mean the loss of important habitats for wildlife in respect of all applications.
- It will consider what each proposed development might make in terms of biodiversity net gain.
- It will include policies in support of biodiversity within the neighbourhood plan.

Land and property management

- The council will carry out a biodiversity audit of its landholdings.
- The council will consider the conservation and promotion of local biodiversity with regard to the management of its open spaces. This will include adopting beneficial practices with regarding to cutting and removal of vegetation, application of chemicals and timing of maintenance work.

- Special care will be taken in the specification of grounds maintenance contracts to ensure that the work, whilst reaching acceptable standards, does not harm the natural environment.
- The council will consider biodiversity issues and the implementation of changes when managing its buildings.

Local community

- The council will raise public awareness of biodiversity issues, including through its website and newsletters.
- The council will engage with local businesses and residents regarding biodiversity in the community and how members of the community can assist and make a difference.
- It will, where feasible, involve the community in biodiversity projects on its land including for example tree planting, wildflower meadows, birdbox making.

Partners

- Galleywood Parish Council will work in partnership with other organisations to protect, promote and enhance biodiversity within areas of the parish.
- It will review any local nature recovery strategies, species conservation strategies, or protected site strategies in respect of local sites of special scientific interest (SSSIs) and consider how it may become more involved in implementing the strategies' recommendations.

This policy will be reviewed each year at the Annual Meeting, together with a summary of how the policy has been implemented in the previous twelve months.

Accessibility Statement

Galleywood Parish Council is committed to making its website accessible, in accordance with the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018.

This accessibility statement applies to www.galleywoodparishcoucil.gov.uk

Compliance status

This website is partially compliant with the Web Content Accessibility Guidelines (WCAG) version 2.2 AA standard.

Non-compliance with the accessibility regulations

Some pages may contain content and / or attachments which are not currently compliant, where this is the case we will endeavour, on request, to obtain an accessible copy from the original source or to convey the information contained in the document in an accessible way:

- Videos.
- Content produced by third parties not all documents on this website are created by us.
- Content using third party software.

We will do all we can to identify content that is non-compliant.

Some images do not have a text alternative, so people using a screen reader cannot access the information. This fails WCAG 2.1 success criterion 1.1.1 (non-text content).

When we publish new content, we will make sure our use of images meets accessibility standards.

Any new PDFs or Word documents created by us will meet accessibility standards.

Disproportionate burden

We have not identified any areas that we believe constitute a disproportionate burden.

Content that is not within the scope of the accessibility regulations

Many of our older PDFs and Word documents do not meet accessibility standards – for example, they may not be structured so they're accessible to a screen reader. This does not meet WCAG 2.1 success criterion 4.1.2 (name, role value).

The accessibility regulations do not require us to fix PDFs or other documents published before 23 September 2018 if they're not essential to providing our services. For example, we do not plan to fix meeting agendas or minutes for meetings which were published prior to 23 September 2018.

Preparation of this accessibility statement

This statement was prepared on 20 February 2025.

The statement was last reviewed on 20 February 2025.

The website's pages were reviewed by Aubergine 262 Ltd using WebAIM reporting tools. The website was last reviewed on [to be updated by Aubergine]

Feedback and contact information

We're always looking to improve the accessibility of this website. If you find any problems not listed on this page or think we're not meeting accessibility requirements, contact:

The Clerk clerk@galleywoodparishcouncil.gov.uk

Galleywood Parish Council The Keene Hall, Galleywood Essex CM2 8PT

01245 358898

Enforcement procedure

The Equality and Human Rights Commission (EHRC) is responsible for enforcing the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 (the 'accessibility regulations').

If you're not happy with how we respond to your complaint, <u>contact the Equality Advisory and Support Service (EASS)</u>.