INF015

The Essex County Council Developers' Guide to Infrastructure Contributions

Revised 2024

Essex County Council

Summary

Essex County Council (ECC) is proud to have been at the forefront in supporting the development of the new homes needed, the provision of jobs and industry and the infrastructure required to support this growth. Over the years ECC supported the two post-war New Towns of Basildon and Harlow and major town expansions such as Witham and the creation of a new settlement in South Woodham Ferrers, which was established using clear master planning and design guide principles.

On this basis we have a clear track record in facilitating and supporting a Plan led approach to development through District/Borough/City Councils' local plans. The future will place even greater pressure on the county to provide for the housing, employment and the sustainable infrastructure needs that go with it. This is particularly the case for our future Garden Communities, such as Chelmsford Garden Community, which will provide around 10,000 new homes. There will also be the need to deal with complex Nationally Significant Infrastructure Projects (NSIPs) including the Lower Thames Crossing.

It is recognised that Essex is a uniquely diverse county containing in equal measure, thriving urban environments and sweeping open rural landscapes which residents naturally wish to see retained and enhanced where possible. Good planning is about being pro-active and being able to achieve the right balance between conserving the best of the environment and planning ahead for the needs of our future residents. It is about ensuring maintaining a Plan-led approach to development, thereby ensuring that we can create great places for people's needs through well designed and well-balanced new development, including designing out the need to travel by car and delivering on our climate targets[1].

We have collaborated with our partner local authorities to produce best practice guidance through the Essex Design Guide and other equally important documents as referenced throughout this document, to help us shape our future. This includes in relation to planning for an ageing community, our health and wellbeing requirements, climate change mitigation and adaptation, more sustainable transport, education and the smart and digital technological needs that new places of the future will require. What we all - developers and local authorities alike - are looking for is to achieve good quality, well designed developments that are aligned with our climate targets and which are sympathetic to their surrounding environment, whether this is in an urban or rural context.

Because of these challenges and ever-changing needs, we feel we need a more dynamic approach to the management of development in our County, ensuring the right balance between those competing needs and facilitating much needed infrastructure provision through whole-heartedly advocating the national policy desire to operate a plan led system. The only way of appropriately managing our infrastructure needs is to ensure a holistic approach to development requirements, by supporting a local plan led approach to planning development, whilst resisting speculative, unplanned development.

There have been and continue to be many and various changes to the planning system aimed at accelerating development, particularly housing delivery. What is new

[1] Essex Climate Action Plan (ctfassets.net)

is that Government is now balancing pace of delivery with a much stronger focus on the need for this to be well-designed to be able to create sustainable, beautiful places for people to live in, work and enjoy. It is evidently clear that past performance, and the unplanned speculative nature of development in some places in Essex which have not had up to date local plans in place, has placed an added burden on the public purse to mitigate the infrastructure deficit that should have been addressed through the development itself. There is an inherent danger that increased pace of delivery will compromise the provision of accompanying infrastructure unless the local authorities work together to adopt a more transparent and collaborative approach by working with the development industry.

This updated guide is aimed at providing exactly that – a clear and transparent way for the development industry to understand our expectations and how to approach the provision of development should they wish to do business in Essex. In return we commit to a high quality and professional approach in our engagement with the planning process – advocating development that is compliant with emerging or adopted local plans and resisting speculative applications that have not demonstrated adequate assessment of their impact in the light of these local plans and provided appropriate mitigation.

That's why we are issuing, through this latest edition of our Developers' Guide, a call to developers to help us meet this challenge. To succeed over the longer term here in Essex we need an innovative partnership with developers where we all look further into the future to ensure a steady pipeline of sustainable development. One change for example, is a new requirement for developers to assist in addressing the perceived shortage of labour and skills in connection with the construction industry, by contributing towards new apprenticeships and encouraging interest in this industry.

This approach is clearly in line with the aspirations of national policy including recent advice from the Department for Education on the expectations that developers will contribute towards education provision required for their development, being overt in our support for planned and high-quality development that brings with it appropriate infrastructure provision and economic benefits for Essex, whilst resisting ill thought-out and speculative applications.

Housebuilders and developers should understand as a result, that if their planning applications are deficient in terms of infrastructure provision, there will be a greater likelihood that such applications will generate an objection from ECC and be resisted to avoid further impact on our communities and pressure on ever decreasing public funds that would otherwise have to pick up the shortfall.

ECC is concerned about the cumulative impact of the smaller scale developments which do have an impact on existing local infrastructure. The lifting of the S106 'pooling' restriction has helped. Equally ECC supports local authorities that introduce a Community Infrastructure Levy (CIL) scheme when applied to the smaller sites, thereby ensuring all new developments contribute appropriately to mitigate the impact of development sites.

ECC expects developers, both individually and where appropriate working together, to design sustainable infrastructure to complement and focus on sustainable and active modes of travel. The sustainability and the integrity of the highway and transportation network in which it will become an integral part is also an important consideration, as is the need for passenger transport to serve future development

sites. This will ensure that the long-term impacts of the development on ECC infrastructure are comprehensively dealt with.

As more Districts work towards introducing a CIL, planning obligations (S106) will be required to operate alongside CIL when dealing with the larger sites and land for new schools and site mitigation. Whilst the use of the Infrastructure Levy is not currently applicable, the work to establish the additional infrastructure cost of each new house is still of relevance and demonstrates that everyone should be contributing to this shared issue in a fair and even-handed way.

We have also noted that Government seems to listen and act when a strong local coalition of interests comes together to pursue a single, shared objective. We want and need to build that type of coalition across the family of Essex local authorities.

Good quality, well- planned infrastructure is important to achieving good place-making, and this does have a development land value cost. However, for unplanned or speculative development with inadequate infrastructure, this will cost even more in the long run, and it is only through the provision of planned development, complemented by appropriate infrastructure provision, that we can achieve a truly sustainable future for Essex.

Contents

Summary i

Introduction 1

1. Introduction 2
1.1. Purpose of this guide 2
1.2. What is new in this guide 2
1.3. Infrastructure covered by this guide 3
1.4. The status of the guide. 4
1.5. Essex County Council's role in relation to district councils 4
1.6. Viability 5
1.7. Garden Communities 6
1.8. Growth and Development Team (Planning Services) 8

The Legal Framework 10

2. The Legal Framework 11
2.1. Community Infrastructure Levy 11
2.2. Section 106 Agreements 11
2.3. Relationship between Community Infrastructure Levy and Section 106. 12
2.4. Planning conditions and other legal agreements 12

Guidance applicable to all Section 106 contributors 13

3. Guidance applicable to all Section 106 contributors 14
3.1. Identifying infrastructure requirements 14
3.2. Type and level of contributions and triggers for payment 15
3.3. Indexation 16
3.4. Legal agreements 17
3.5. Legal agreement fees 17
3.6. Monitoring costs 17

Land, Building and Contributions in kind 19

4. Land, Building and Contributions in kind 20
4.1. When land may be needed 20
4.2. Site suitability 20
4.3. Land compliance requirement for new school sites 22
4.4. Legal agreements to transfer land 23
4.5. Works and buildings 23

Contribution Requirements by service areas 24

5. Contributions Required by Service Area 25
5.1. Early Years and Childcare 28
5.2. Schools 32
5.3. School transport and sustainable travel 44
5.4. Employment and Skills Plans 45
5.5. Highways and transportation 48
5.6. Sustainable Travel Planning 52
5.7. Passenger Transport 58
5.8. Public Rights of Way 60
5.9. Waste Management 62
5.10. Libraries 63
5.11. Flood and Water Management and Sustainable Drainage Systems (SuDS) 66
5.12. Monitoring Costs 68

Further Advice 69

6. Further Advice on key issues 70
6.1. Contact with Local Planning Authorities 70
6.2. Adult Social Care 72
6.2.1 Background 72
6.2.2 Supported and specialist housing provision and contributions. 72
6.3. Protecting Biodiversity 75
6.4. Heritage Assets 75
6.5. Employment Sites 75
6.6. Public Health 76
6.7. NHS healthcare 78
6.8. Emergency Services 80
6.9. Public Art 83

Appendix A: Section 106 Agreement Template 85

Appendix B: Request for Planning Advice 145

For Community Infrastructure Enquiries only. 145

Appendix C: Education Site Suitability Checklist 148

Appendix D: Exemplar Layouts for Education and Community Facilities 152

Appendix E: Land Pre-Transfer Requirements 154

Appendix F: Early Years & Childcare Facility Specification 156

Appendix G: ADEPT guidance on maintenance costs 158

Appendix H: Standard Commuted Sums for Maintenance (April 2017) 161

Appendix I: Smarter Travel for Essex Network 166

Appendix J: Site characteristics profile for housing for older people and adults with learning disabilities 167

Appendix K: Employment and Skills **168**

Appendix L: Additional Guidance for Developers on Passenger transport requirements **179**

1 Introduction

1. Introduction

1.1. Purpose of this guide

This document is the latest edition of the Essex County Council Developers' Guide to Infrastructure Contributions. As with previous editions, it details the scope and range of contributions towards infrastructure which Essex County Council (ECC) may seek from developers and landowners in order to mitigate the impact and make development acceptable in planning terms.

This Guide aligns with the overall aims of the National Planning Policy Framework (NPPF) by supporting sustainable development and is supported by national and locally derived evidence. By promoting a consistent and transparent approach, developers can be assured that they are making a fair contribution to the infrastructure needed to support growth, and local residents can understand how development in their area makes a positive contribution to their community. The Guide also aims to assist Local Planning Authorities in producing local plans and supporting evidence they require, and where applicable, Community Infrastructure Levies (CIL). Our aim is to ensure that infrastructure is delivered in a timely manner and thereby ensuring that new development does not have an adverse impact on existing communities, by ensuring the new developments proposed properly and fairly address their own infrastructure needs.

1.2. What is new in this guide?

This version of the Guide takes account of the review of the Community Infrastructure Levy (CIL) Regulations 2010 which has resulted in some significant changes to the current Regulations. The regulations allow Local Planning Authorities to introduce a floor-space-based charge on new development known as the CIL. At present Chelmsford City Council, Castle Point Borough Council and Brentwood Borough Council have implemented CIL, whilst a number of other authorities are in the process of exploring implementation. Contributions can be collected from more development sites towards infrastructure in the localities in which the funding has been raised and where the infrastructure is required.

The table below sets out the contributions outlined in this Guide and shows where changes have been made from the previous guide.

Table 1: Contributions outlined in this guide and changes from the previous guide

Contribution Type	Contributions and/or Changes
Early Years and Childcare	Updated financial contributions from all sites of 20+ dwellings and land for new facilities where appropriate
Primary/Secondary	Updated financial contributions from all sites of 20+ dwellings and land for new facilities where appropriate
Special Education Needs	Reduced the threshold at which a financial contribution for SEND purposes will be requested
Post 16 provision	Updated financial contributions from sites of 20+ dwellings
Employment and Skills	Employment and Skills Plans: template and county-wide approach identified.
Highways	Changes to the commuted sums for maintenance. Addition of need for provision of Active and Sustainable Travel, and compliance with Cycling Infrastructure LTN 1/20 and Manual for Streets
Travel Planning	Travel plans requested for sites of 80+ dwellings
Waste and Recycling	Contributions from Garden Communities
Libraries	Requirement for financial contributions in respect of developments of 20+ dwellings dependent on local requirements
Monitoring charges	Monitoring charges will be applied where there is infrastructure provision needed for which ECC is the statutory authority including schools and transport

1.3. Infrastructure covered by this guide

The Guide covers the administrative area of ECC, and the infrastructure referred to focuses on those services provided by this Council. This includes highways and transportation, early years and childcare facilities, schools, travel planning, libraries, waste management, specialist housing (adult social care) and in the case of employment and skills where that is not addressed by the local authority.

Both Southend-on-Sea and Thurrock are unitary authorities and they thereby provide all the Council services, including education, adult social care and highways. As such they operate their own developer contribution policies and apply their own infrastructure pricing structure.

The Guide does not cover the infrastructure or service requirements applied by the local authorities themselves (City, District and Borough Councils), such as affordable housing or public open space provision. This Guide does however within 'Section 6 (Further Advice on key issues) identify that there are other infrastructure providers, such as the NHS or the Police and Fire Service who need to be engaged and taken into account when planning for new development. Section 6 of this Guide provides some helpful contacts and information developers may find helpful.

1.4. The status of the guide.

Whilst not a statutory planning document, this Guide provides up to date prices, requirements and expectations to enable both developers and local authority officers and planning committee members to understand infrastructure cost and requirements to mitigate development and provide for infrastructure needs. This Guide seeks to identify the cost of mitigating the impacts of potential new development on existing infrastructure and provides a framework to guide ECC responses to planning applications. The local planning authority will take the responsibility of weighing up the identified planning obligations when determining planning applications in order to comply with their own policies where necessary, ECC will object to planning applications where mitigation measures and infrastructure requirements in respect of our service areas are not adequately covered.

1.5. Essex County Council's role in relation to district councils

ECC is responsible for delivering and maintaining much of the infrastructure that local people and businesses rely on, including sustainable transport measures (cycle routes, footpaths etc) and roads and the full range of school provision from early years through to post 16 provision. Full details are set out in Section 5 (Contributions Required by Service Area) of the Guide.

ECC is also responsible for determining planning applications in relation to schools, minerals and waste. The twelve local authorities provide other important services such as waste collection, recreation facilities and secure affordable housing. It is the Local Planning Authorities who determine planning applications for new housing and commercial buildings, amongst other forms of development not covered by the County Council.

ECC champions the role design in new developments and partnered the Essex Planning Officers Association in the publication of the Essex Design Guide, which is available on the ECC website.

In its capacity as a statutory consultee and infrastructure provider, ECC works collaboratively with district/borough/city councils, identifying the infrastructure that is needed to support growth as set out in their local plans. In this work, ECC may provide timely advice regarding the suitability of potential growth locations in terms of how well they are, and can in the future be, served by infrastructure. Both ECC and local authorities are acutely aware that different spatial strategies have different infrastructure cost implications. Equally the different local circumstances have implications for infrastructure, for example in relation to the most appropriate place to locate a new school.

ECC also takes the view that local plans should include developer contributions policies to ensure effective funding of infrastructure, and this will normally be through the relevant LPA's Infrastructure Delivery Plan (IDP) or equivalent document. This is particularly important in relation to unplanned (windfall) sites against which ECC will seek to ensure the right infrastructure provision can be secured to make them policy compliant.

ECC is consulted by the Local Planning Authorities on planning applications and, in turn, provides appropriate comments and advice regarding infrastructure needs. Such advice may include requests for developer contributions to fund the infrastructure ECC needs to serve the development in question. ECC has now established a core team to respond to planning applications on larger sites and Garden Communities. On occasions ECC will object to proposed new development that cannot suitably mitigate its own impact on a range of infrastructure requirements including transportation, schools and other community infrastructure.

1.6. Viability

ECC expects viability in the decision-making process to be assessed in line with the National Planning Policy Framework (NPPF), Planning Practice Guidance (PPG) and the Essex Local Viability Protocol and expect any viability report relied upon to support planning applications and/or potential local plan allocations to be shared with ECC in a timely manner.

It is recognised that it is the responsibility of the Local Planning Authority to assess the reasonableness of the level of contributions sought by any individual S106 obligation. The viability of sites, and S106 obligations, should be assessed and determined by the Local Planning Authority during the local plan production stage. Planning Practice Guidance states that "It is the responsibility of site promoters to engage in plan making, take into account any costs including their own profit expectations and risks, and ensure that proposals for development are policy compliant. Policy compliant means development which fully complies with up-to-date plan policies. A decision maker can give appropriate weight to emerging policies. The price paid for land is not a relevant justification for failing to accord with relevant policies in the plan. Landowners and site purchasers should consider this when agreeing land transactions[2]."

Only a Local Planning Authority can consider the combined implications of all the obligations on an individual application. ECC will not negotiate directly with applicants over a level of contribution requested, although working in partnership with district Councils, ECC would expect to be able to work collaboratively as public sector partners engaging with a prospective developer.

Paragraph 58 of the NPPF states, inter-alia, that "It is up to the applicant to demonstrate whether particular circumstances justify the need for a new viability assessment at the application stage. The weight to be given to a viability assessment is a matter for the decision maker, having regard to all the circumstances in the case, including whether the plan and the viability evidence underpinning it is up to date, and any change in site circumstances since the plan was brought into force".

[2] Paragraph: 002 Reference ID: 10-002-20190509

As such, ECC will not agree to any reductions in obligations at the planning application stage, unless the applicant can demonstrate, in line with the NPPF, that circumstances justify the need for a new viability assessment to be completed. The Local Planning Authority will consider such cases in the light of those NPPF / PPG provisions and against relevant extant local plan policies. In this respect, the NPPF makes clear at Paragraph 58 that the weight to be given to such viability assessments is a matter for the Local Planning Authority, as decision maker, to determine. Further, the PPF states that "The price paid for land is not a relevant justification for failing to accord with relevant policies in the plan. Landowners and site purchasers should consider this when agreeing land transactions[3]".

It therefore may be necessary for a Local Planning Authority to take a view on the viability of a development to meet the infrastructure requirements outlined by each infrastructure provider. In these instances, and specifically when a Council service is asked to reduce an obligation, ECC will expect a viability assessment to be prepared and shared in alignment with national policy and best practice guidance. In such circumstances it may also be necessary to consider inclusion of overage clauses, phased payments and/or early or late-stage reviews of viability within the s106 agreement to support meeting of infrastructure requirements.

ECC officers will monitor any departure from the normal approach for S106, as outlined within this guide, and report to ECC senior officers and/or Members. ECC will be transparent regarding S106 processes, decisions and procedures and our outturn record published in the annual Infrastructure Funding Statement.

1.7. Garden Communities

TCPA Principles, Placemaking and Placekeeping

There is perhaps no greater placemaking endeavour than the creation of a new community. With Garden Communities there is also, perhaps, no greater opportunity to create innovative, resilient, well-connected and inclusive places that align with our objective to promote sustainable development including through climate change resilience, net zero carbon design, and promoting sustainable transport measures. Planning at scale offers the chance to think holistically about how a place will work, and to understand what mechanisms need to be put in place to help turn an ambitious vision into a real place.

Garden Communities provide a real opportunity to deliver exemplar development Considering the size and scale, these new communities need to have sustainability, including climate change mitigation and adaptation at the core of their development principles, embracing new and forward-thinking approaches to the delivery of different interrelated land uses and associated infrastructure, services and facilities through an innovative and flexible approach to their design.

Garden Communities must be holistically planned to deliver meaningful enhancements to the natural environment, such as improved habitat connectivity and biodiversity net-gains, and offer a mix of types, tenures and affordability of high-quality,

[3] Paragraph: 002 Reference ID: 10-002-20190509

net zero carbon housing and locally accessible work and education opportunities, which meet the needs of all residents, in beautiful, healthy and sociable communities.

The Town and Country Planning Association (TCPA) Garden City Principles are the starting point and should be embedded into all new Garden Communities from the outset of planning. They provide an indivisible and interlocking framework and include:

- Land value capture for the benefit of the community;
- Strong vision, leadership and community engagement;
- Community ownership of land and long-term stewardship of assets;
- Mixed-tenure homes and housing types that are genuinely affordable;
- A wide range of local jobs within easy commuting distance of homes;
- Beautifully and imaginatively designed homes with gardens, combining the best of town and country to create healthy communities, and including opportunities to grow food;
- Development that enhances the natural environment, providing a comprehensive green infrastructure network and net biodiversity gains, and that uses zero-carbon and energy-positive technology to ensure climate resilience;
- Strong cultural, recreational and shopping facilities in walkable, vibrant, sociable neighbourhoods; and
- Integrated and accessible transport systems, with walking, cycling and public transport designed to be the most attractive forms of local transport.

The fundamental crosscutting qualities of these principles are community development, good placemaking and placekeeping, which translate into well-planned and inclusively masterplanned sites, in line with local planning policies, and development and implementation of long-term and viable stewardship arrangements.

Long-term stewardship goes far beyond the management and maintenance of local assets; it provides an opportunity to place residents and communities at the heart of local decision making. The promotion and facilitation of community development with Garden Communities is particularly important given that they are new settlements, and as such new residents may not enjoy the level of established social networks that would normally be in place in existing settlements.

Garden Communities in Essex

Since the last iteration of this guide in 2016, there has been the emergence of proposals for the creation of a number of garden towns and village settlements across the county which are at different stages of planning. As of January 2023, these include:

Harlow & Gilston Garden Town with sites in Essex coming forward to the south, east and west of Harlow Dunton Hills Garden Village (in Brentwood borough);

Tendring Colchester Borders Garden Community (to the each of Colchester)

Chelmsford Garden Community (to the north of Chelmsford).

Delivery of Infrastructure, Services and Facilities

Critical to make these new communities work and function sustainably is the timely and efficient delivery of associated and necessary infrastructure, services and facilities. This includes the delivery of physical infrastructure and utilities (transport and highways, energy, water and drainage, waste and digital connectivity), social infrastructure (facilities for the provision of education (as set out in Garden Communities and Planning School Places), early years and youth activities , libraries, sport and leisure , health and social care, emergency services, community space , cultural activity and markets) and green and blue infrastructure (open space networks, waterways, allotments and formal and informal play and recreation areas etc.) alongside new market and affordable housing.

It is essential that the required amount and nature of infrastructure, services and facilities to enable growth through new Garden Communities has been appraised and agreed with the district/borough/city and county council. ECC will engage early and throughout the development planning process to ensure that the needs and requirements of operational and strategic services areas are delivered in line with corporate priorities, plans and programmes.

Developers will be expected to closely with ECC at the earliest possible opportunity of planning and will initially be required to provide demographic studies mapping the growth of the community and showing how its age profile is anticipated to evolve over time. This will allow ECC to take a consistent and co-ordinated approach to infrastructure planning within Garden Communities from the outset of development proposals and provide a foundation for more detailed discussions as proposals evolve.

1.8. Growth and Development Team (Planning Services)

ECC has created a Growth and Development Team within the wider Planning Service, which has been operational since January 2019, to assist with the growth agenda in Essex. It comprises a team of experienced town planners and transport planners to help co-ordinate and oversee the delivery of significant strategic, large-scale and complex developments like the new Garden Communities. Its focus is to collaborate with partners in the public and private sector on proposals throughout Essex and neighbouring areas to support the delivery of sustainable, high quality, net zero carbon and well planned residential, employment and infrastructure proposals and schemes in line with policy, including our climate targets.

The team has involvement in a range of different projects and proposals at the earliest opportunity, reaching far beyond the Council's core function as statutory consultees on major applications and national infrastructure projects. As such, proposals may be supported from inception, masterplanning and through to the delivery stage by providing robust and co-ordinated responses to particular growth challenges and opportunities as they arise, keying into service areas at ECC throughout this process, ensuring timely professional and technical input to all aspects of schemes.

A key objective is to provide local authority partners as well as developers with a co-ordinated corporate single response from ECC to development proposals before plans are submitted through the pre-application process. This approach allows front loading of the planning process to occur, giving applicants clear direction and understanding of their proposals, solving problems and seeking solutions, where possible. This will

ensure that much needed and necessary infrastructure, services and facilities are delivered by development to create sustainable, net zero carbon development and communities.

As with many local authorities, the aforementioned pre-application engagement would, in most circumstances, be accompanied by an approved Planning Performance Agreement (PPA). ECC has produced a model PPA to outline the offer and to assist partners in this process. Charges for this approach are also detailed herein to ensure that costs are clear and transparent to assist with early engagement, once a PPA is signed.

As part of this, the team will ensure timely and detailed engagement and consultation with various internal and external service areas and providers at the earliest opportunity, so that development proposals come forward with a greater degree of certainty as to the ECC position in terms of, but not limited to, planning policy, highways and transportation, economic development, waste, health, education, adult social care, and sustainable drainage/flooding to ensure policy compliant schemes are delivered.

2

The Legal Framework

2. The Legal Framework

2.1. Community Infrastructure Levy

The 2008 Planning Act paved the way for the introduction of a charge on new development that Local Planning Authorities could collect to fund infrastructure needed to provide for growth in their area. In April 2010, the government published regulations setting out how CIL could be set and collected.

In order to set a CIL, the Local Planning Authority are generally expected to have an up-to-date local plan setting out the development planned in their area and the cost of the infrastructure required to support it. They must also identify other potential sources of funding. To establish the case for setting a charge they must prove that there will be a gap between the cost of the infrastructure required by development and the available funding. In terms of setting the actual level of the charge, the Local Planning Authority must consider its impact on new housing and other development, and so the charge must be set at a level that will not impact development viability to the extent that the growth set out in its local plan is undeliverable.

CIL is collected by the Local Planning Authority (not ECC) from developers and landowners. The charge is calculated on the additional floor-space proposed by the planning application in question. Developments of less than 100 square metres are exempt, as are social housing, self-build homes and developments owned by charities.

However, the Local Planning Authority is not required to introduce a CIL and, if introduced, a zero rate may be approved in relation to particular types of development or parts of the district in question. Currently, Chelmsford City Council, Castle Point Borough Council and Brentwood Borough Council are the only local planning authorities in Essex to have implemented CIL. ECC have provided funding to support the adoption of CIL in these locations and are proactively supporting the further roll out of CIL to additional districts where such an interest is expressed.

The spending of monies collected is a matter for the Local Planning Authority. They are required to pass a proportion of the money to the local communities where new development is located, provided that the area is parished and/ or is subject to an adopted Neighbourhood Plan. This is usually channelled through the Parish Council in parished areas. Monies should also be passed to appropriate infrastructure providers, such as ECC, to fund the projects that were identified to justify the charge.

2.2. Section 106 Agreements

Section 106 of the Town and Country Planning Act 1990 (as amended) provides a mechanism whereby developers and Local Planning Authorities make legal commitments to address the impact of development, usually on the local community through the provision of, or contribution towards infrastructure. In determining planning applications, the LPA can thereby take into account how such ‘planning obligations’ will mitigate the impact of development.

Mitigation can take the form of works, money, land or buildings, among others, which must be contributed to an appropriate body that will then maintain the asset in question or deliver the required service. This body may be a public, private or charitable organisation depending on circumstance and statutory powers related to the service

in question. Appropriate mitigation may also include agreeing to an undertaking rather than providing a financial contribution to another body. One such example would be to develop and manage an apprenticeship scheme to secure local labour.

To be lawful it must meet the following legal tests as set out in Regulation 122 of the Community Infrastructure Levy Regulations (as amended) 2010 a planning obligation must be:

- necessary to make the development acceptable in planning terms;
- directly related to the proposed development and
- fairly and reasonably related in scale and kind to the proposed development.

2.3. Relationship between Community Infrastructure Levy and Section 106.

CIL is intended to help provide infrastructure to support the development of an area, rather than to make individual planning applications acceptable in planning terms. Section 106 agreements are used to mitigate site specific impacts. Developers and landowners may thereby be liable, in many circumstances, to pay the CIL and also enter into a Section 106 Agreement.

Local Planning Authorities (including County Councils) are required to set out in an Infrastructure Funding Statement, the types of infrastructure or individual projects they will use CIL income to fund as well as details of how S106 income is to be, and has been, used. This is to be published by the 31st December each year on the local authority's website (commencing 2020) and since had replaced the Regulation 123 list.

2.4. Planning conditions and other legal agreements

There are differing views on whether planning conditions should be used to secure non-monetary contributions whereby the developer builds the infrastructure required, although Government would prefer Local Planning Authorities to use conditions where possible. A Planning Condition will usually require the detailed design of the infrastructure in question to be submitted and approved at a later date.

Planning conditions are more commonly used in relation to highway works. In order to undertake works in the highway, however, the Local Highways Authority (ECC) must give permission, and this may require the developer to enter into a legal agreement e.g., Section 38 or 278 agreements.

3

Guidance applicable to all Section 106 contributors

3. Guidance applicable to all Section 106 contributors

3.1. Identifying infrastructure requirements

Pre-application advice

Developers are strongly advised to contact the appropriate Local Planning Authority (LPA)(listed in **'**Section 6 - Further Advice on key issues') to discuss their plans at the earliest opportunity. Most LPAs will require a formal pre-application enquiry to be submitted and there may be a fee. The LPA will advise whether they wish to conduct discussions with infrastructure providers, such as ECC, or whether they are happy for the developer to approach them directly. If ECC is approached for advice, a fee is payable and there are more details about this process on the ECC website.

ECC welcomes early involvement in discussions which may help resolve key issues before planning applications are submitted. Contact details are provided in 'Section 6.1 -Contact with Local Planning Authorities', and a pre-application developer enquiry form is available in 'Appendix B: Request for Planning Advice

' and on ECC's web site. Using the information provided, ECC will endeavour to identify the impact of the development on local infrastructure and services, suggest possible mitigation measures and estimate the cost of any developer contributions that it may seek once a planning application is submitted. It should be noted that officers will not attend public consultation events and will only attend officer workshops if they have an appropriate focus and a Planning Performance Agreement (PPA) or pre-application charges fund officer time.

Submitting a planning application

While it is ECC's role to assess the impact of a new development on the services it provides, it is the LPA's duty to decide whether or not the level of contribution requested is appropriate. As a result of this division of responsibilities, ECC will not negotiate directly over the level of contribution requested unless asked to do so as part of a tripartite discussion including relevant LPA officers and, if relevant, other infrastructure providers.

Only the LPA can look at the cumulative cost of the developer contributions requested, and thereby assess how the viability of the development should be balanced against the need to fund infrastructure to mitigate the impact of development. In cases where the LPA deems that payment of all S106 contributions would not be viable, then the legal agreement should include a review mechanism to require additional payments in the event that viability improves. In the course of the tripartite discussions mentioned above, it may be applicable to address issues such as equalising contributions between multiple developers on sites with related infrastructure requirements.

In general, a development should not externalise any of its costs, but it is accepted that on occasions there may be overwhelming public benefits that can only be realised by giving permission to a scheme which would not be viable if full planning obligations were met. The LPA will usually expect an 'open book' independent financial assessment before exceptions to policy are made. The EPOA Viability Protocol is

available on the website and has been adopted by most Essex authorities. Both PPG[4] and the protocol is clear that where a development is assessed as 'not viable' by a developer in light of needing to meet all planning obligations, this should not stem from a developer paying too much for the land.

In the event that planning applications are turned down by the LPA, representations pertaining to infrastructure need may be recorded as objections and thereby reasons for refusal. ECC will assist LPAs in defending such reasons for refusal at any subsequent appeal. However, Section 106 agreements may be entered into prior to the appeal to overcome the need for ECC to raise such objections with the appeal inspector.

3.2. Type and level of contributions and triggers for payment

Each development will be assessed on its own merits and, where ECC seeks developer contributions, it will provide evidence that the infrastructure is required (in whole or in part) to serve the proposed development. Any appropriate local surplus service capacity will be taken into account before making any request. The level of contribution will always be relative to the need generated by the development in question. It should be noted that levels of provision and contributions in respect of the Garden Communities will be bespoke.

Section 106 contributions will not be requested where the infrastructure is expected to be funded through an adopted CIL, unless circumstances mean that local mitigation is required as part of the development. An example of this is where a new school is required to support the development.

Broad levels of contribution for each type of infrastructure are set out in 'Section 5' of this guide. Most projects will, however, require bespoke costings to provide an accurate estimate. It is essential that applicants provide comprehensive information regarding the intended unit mix and land uses on the development to allow a realistic estimate of the infrastructure requirements. Formulae are, however, enshrined in most agreements to allow the precise contribution to reflect the final development and minimise the need for agreements to be varied.

Some contributions are only likely to be required for major developments and there is a threshold, usually in terms of numbers of dwellings, which will trigger different services to consider the need for developer contributions. These are set out in 'Section 5' of this guide. In cases where adjoining or nearby plots (regardless of ownership) are likely to be developed separately, these thresholds may be deemed to have been reached on the basis of the cumulative delivery across multiple sites. This approach ensures that developer contributions cannot be circumvented by sites being split up and likewise ensures there is no disincentive to developers working together to bring forward comprehensive development.

With the largest contributions, it is sometimes appropriate to phase payments. It should be noted, however, that ECC will not support contributions being paid in arrears i.e., after the buildings, to which the amounts pertain, have been occupied. If later payments are considered essential by the LPA to ensure development viability, ECC

[4] Paragraph: 002 Reference ID: 10-002-20190509

may request surety from the developer, through a bond provider, to protect payment in the event of insolvency.

The triggers for the payment of contributions will generally be on commencement and first occupation. However, on larger phased developments there may be additional triggers tied to subsequent occupation milestones. It should be noted that if payments are made at later stages in the development, then contributions should be timed to enable ECC to commence delivery obligations without requiring funding, borrowing or interest costs. It is therefore important that triggers for payment are met during early stages in the development.

On large developments involving a range of different contributions, it may be possible to deliver mutual benefits by combining different types of contribution. For example, a community building may be proposed that provides both for a medical centre and library provision.

It is typically ECC's policy to ensure that contributions are spent within a period of 10 years following their receipt, but it should be noted that on some of the largest developments it may be rational to hold contributions for longer. This period is also referred to in the Department for Education (DfE) guidance 'Securing developer contributions for education' published in August 2023[5].

3.3. Indexation

Once a contribution has been established it must be future proofed against cost inflation. This is done through indexation. The appropriate index for each type of contribution is given in 'Section 5' of this guide. In each case the indexation must run from the date the costing is based, up until the date of payment.

In general, indexation works by establishing a base date at which the index equals 100. If costs rise, then the index point also rises by an equivalent percentage i.e., if costs have increased by 5% since the base date the current index point will stand at 105. Updated indices are regularly published, and points are given for each past quarter and in some cases for future quarters, based on estimates of cost inflation. For ease and consistency, it is normally appropriate to base contributions on the cost at the start of the current financial year. The indexation that must be applied to the contribution will therefore start from the beginning of the appropriate financial year quoted.

To apply the index and work out the contribution that is payable, the sum quoted must be divided by the index point pertaining to the 'from' date and multiplied by the index point pertaining to the 'to' date. For example, if a contribution of £10,000 is to be indexed from a point when the index point was shown as 200, to the date of payment where the index point is 210, the amount payable would be £10,500 (£10,000 divided by 200 then multiplied by 210).

Most indices used to calculate the contributions set out in this Guide are available on a subscription basis. ECC cannot therefore provide the index to developers as that would be in breach of copyright. ECC will, however, perform the calculation and

[5] https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/793661/Securing_developer_contributions_for_education.pdf

provide an explanation of the result, including the title of the data source used, if requested to do so.

3.4. Legal agreements

The simplest type of agreement is known as a Unilateral Undertaking. These do not require the LPA or ECC to perform any duties or become a signatory. They are, however, usually more suited to smaller schemes or where there are no land transfer requirements. Local authorities, where they are themselves undertaking development, will secure planning obligations through a Unilateral Undertaking.

In the case of complex developments, full tripartite agreements are necessary. This is because ECC and the LPA will need to enter into obligations with the developer such as:

- to use financial contributions for specific purposes;
- to place sums in interest bearing accounts and
- to return unused contributions after a period of time as set out in the legal agreement.

Where the development is supported in the local plan, it may be appropriate to draft a legal agreement prior to planning permission being sought. Generally, however, they are completed once the LPA has determined the application and it is clear that there will not be any abortive effort due to a decision to refuse the application.

In most cases ECC provides a first draft of the clauses required to deliver the contributions they have requested. A template agreement is provided as ‘Appendix A: Section 106 Agreement Template’, with a separate schedule for each type of contribution. This template should be used as a starting point to avoid delays and unnecessary expense.

Once completed, the LPA will record the appropriate obligations as land charges. Both ECC and the LPA will then monitor compliance with the agreement.

3.5. Legal agreement fees

The planning applicant is responsible for the cost of producing any legal agreement, including the charge ECC makes for its involvement. City, District and Borough Councils may also add their own fees. Standard agreements, that closely follow the template given as ‘Appendix A: Section 106 Agreement Template’ should not be expensive or time consuming to produce, however, agreements involving land or works in kind are inevitably more complex and protracted negotiation will obviously lead to additional expense.

3.6. Monitoring costs

CIL Regulations require local authorities to report on contributions received and spent annually, and the Government allows local authorities to seek a monitoring fee through S106 planning obligations. Such fees should be ‘proportionate and reasonable’ and reflect the actual cost of monitoring. It is therefore proposed that the monitoring fee will be identified as such within each legal agreement (see 5.12-Monitoring Costs).

4

Land, Building and Contributions in kind

4. Land, Building and Contributions in kind

4.1. When land may be needed

There are a number of circumstances under which ECC may need land to be transferred to its ownership under a S106 agreement. These include:

- To provide new or expanded schools and Early Years and Childcare facilities;
- For new or expanded (often shared) community buildings (e.g. youth, library or adult learning facilities, District and NHS services); and
- Land to be dedicated as highway / other transport related facilities.

In most cases land is needed to establish a new facility on the development itself but in some circumstances, it may be needed to expand an existing one. On such occasions it will be appropriate for the developer to provide land adjacent to the existing facility rather than make an additional financial contribution to enable the council to purchase land.

4.2. Site suitability

During pre-application discussions the applicant and ECC need to work closely with the Local Planning Authority to identify potential locations that both fit with the emerging development masterplan (if relevant) and provide the best location for the infrastructure under consideration. Any land that is intended for public use must be safe and fit for purpose and any costs related to remediation will be borne by the developer. Issues which will need to be examined include ground conditions, sources of contamination, noise levels flood risks and the proximity of incompatible land uses. In the case of community use, the land will need to be central to the population it is intended to serve and well-connected to walking and cycling routes and local bus services.

Once a potential location for a new facility has been identified, the quality of the land itself needs to be considered in detail. New school sites, in particular, have a number of requirements that should be considered at the earliest opportunity in the planning process. The need to meet DfE guidelines (e.g., Building Bulletin 103) to establish sports pitches and ensure pupil safety are all key. The Education Site Suitability Checklist provided as

Appendix C: Education Site Suitability Checklist' sets out, in general terms, the issues and concerns that should be looked at along with the Land Compliance Study. The list is not exhaustive and any other features of the site or surrounding area that may impact upon its use should be brought to ECC's attention at the outset. Many of these criteria apply equally to other community facilities. It should also be noted that where there is a requirement for a new primary and secondary school then the land for these uses should be co-located to facilitate an all-through school and in a similar vein, Early Years and Childcare facilities are often preferably co-located with primary schools.

Ensuring that new facilities fit with, and are complemented by, the rest of the development must also be considered before a planning application is submitted. As part of the design and layout of the development, consideration should also be given to the orientation and built form of the facility to optimise renewable energy generation and deliver energy efficient, affordable-to-run, and climate resilient buildings e.g. by designing for passive solar gain whilst also mitigating overheating risks – such as through shading and cross ventilation. Reference should be made to the key principles on Solar Design included in the Essex Design Guide[6]. This approach will help deliver our climate target for all new schools commissioned to be net zero carbon.

'Appendix D: Exemplar Layouts for Education and Community Facilities' provides exemplar layouts, highlighting the key issues of reducing school run traffic and providing safe drop-off space away from school entrances. The objectives as displayed in the exemplar layouts are to:

- create a sense of place;
- avoid congestion by dispersing school drop off;
- provide a safe environment around school pedestrian entrances which must be traffic free and not abutting roads or parking;
- facilitate appropriate disabled, staff, delivery, maintenance and emergency vehicle access; and
- encourage sustainable travel.

New schools will not provide on-site space for parents to drop children off by car, except for pupils with disabilities, for the following reasons:

- the school site area guidelines reflect the space required for education use and it is not appropriate to set aside significant areas for other purposes;
- schools should not be expected to manage or maintain facilities which may give rise to an insurance liability in the event of accidents, and
- bespoke drop-off facilities can attract additional school run traffic and concentrate vehicle movements in a particular location, leading to an unpleasant or unsafe environment.

The preferred approach is to maximise the opportunities for safe drop-off at a reasonable distance from the school, using the visitor parking spaces that the development is required to provide. As above, the immediate area around school entrances must be traffic free, to prevent 'honey potting' i.e., a point that attracts a

[6] 20220474-essex-solar-design-guide-rev-b.pdf (essexdesignguide.co.uk)

disproportionate level of traffic that could cause inconvenience to other road users. Such pedestrianised areas also function as a space for parents and younger siblings to congregate safely at the beginning and end of the school day and thereby encourage a sense of community. Such spaces should be well-connected to walking and cycling routes and local bus routes to make sustainable modes of travel attractive.

4.3. Land compliance requirement for new school sites

In finding a suitable location, checking the quality of land and designing the environment around it, a significant amount of information will need to be collected and analysed. This information must be formalised and submitted with the planning application in the form of a single, self-contained Land Compliance Study report along with the Education Site Suitability Checklist. It is essential that information is contained within one easy to follow document, with drawings appended, avoiding links across multiple additional documents.

Local Planning Authorities are asked to make this a policy requirement via their Local Validation List and ECC may object to the application if a sufficiently robust study is not submitted, proving the land is fit for purpose and meets the criteria set out in this document. By way of guidance, the following sections should be included in the Land Compliance Study report:

- Site boundary plan;
- Development masterplan including partner organisation intentions;
- Site Suitability Checklist (as per Appendix C in the case of education sites);
- Site history and previous uses;
- Relevant planning policies including current land use designation;
- Neighbouring land uses including ditches and power lines et al;
- Ground conditions including local geology maps;
- Topography including survey maps;
- Contamination including radiation, soil and ground water;
- Flood risk including Environment Agency flood zone designation;
- Mobile phone/radio mast locations including operating characteristics;
- Physical encumbrances;
- Habitat, arboriculture and ecology study including site walkover report;
- Archaeology;
- Noise Acoustic surveys and reports (for education sites assessment against criteria in DfE Building Bulletin 93);
- Air quality including reference to local Air Quality Management Areas;
- Access (pedestrian and vehicular) and public rights of way;
- Utility and service connections/capacity including searches;
- Proposed pre-transfer works;

- Sport Pitch feasibility study.

As part of its response to a planning application including land intended for transfer, ECC will validate the Land Compliance Study submitted by the developer and provide feedback to the Local Planning Authority. Such feedback will include any requirements that must be included in a Section 106 agreement to make the land acceptable. These will include a number of standard works that the developer will be expected to complete prior to the site being transferred to ECC. The most common requirements are decontamination, site levelling, access, utility connection rights and fencing. 'Appendix E: Land Pre-Transfer ' sets some of these out in more detail, in relation to education sites, although these requirements would also apply to land provided for other uses.

Developers and landowners must obtain collateral warranties for any studies or works undertaken, either as part of their Land Compliance Study or during site preparation. ECC will require such warranties to be transferred so that it can rely on the information or works in question. By doing so, validation of the Land Compliance Study can be speeded up and the number of precautionary S106 obligations can be reduced.

4.4. Legal agreements to transfer land

Legal agreements usually include a ten-year option period during which ECC can require transfer of the land. The land will in most cases be provided at a cost of £1 as 'consideration' must be given to form a legal contract of sale. It is important that the agreement is sufficiently flexible on timescales to provide ECC adequate time to make a decision, and not be pressed into establishing a new facility prematurely. If ECC has not entered into contracts to provide the facility within five years of transfer, then the land will be handed back to the developer. Developers are, therefore, advised to consider how the Local Planning Authority might view potential alternative uses for the site in the event that it is not used by ECC.

In line with DfE guidance, additional land for expansion of new school sites should be safeguarded and alternative uses should be precluded thus enabling ECC to purchase such sites at the intended education use value.

4.5. Works and buildings

In some cases, developers may agree to conduct works in lieu of financial contributions. Such works could include the construction of a building that is then transferred to ECC along with land. Such contributions are subject to strict rules, detailed specifications and appropriate surety being provided. Section 6.3 of the Garden Communities and Planning School Places Guide contains further information with regards to Developer built schools.

Developers must also be aware of procurement and competition laws that require public works contracts to be openly tendered if they exceed a certain value. In circumstances where works in lieu are deemed acceptable, ECC will require an indemnity against any claim resulting from a breach in these regulations. Developers should consider obtaining legal advice.

5

Contribution Requirements by service areas

5. Contributions Required by Service Area

5A. Contributions Reference Table

Table 2: Developer Contributions Reference Table for Section 5 of this guide.

Service Area	Trigger for contribution[7]	Expected Contribution
5.1 Early Years and Childcare	20 dwellings +	Pupil product (0.045 per flat, 0.09 per house) x cost per pupil (new build - £23,865, extension - £19,989) Land for a new facility. Index: PUBSEC
5.2 Education - primary	20 dwellings +	Pupil product (0.15 per flat, 0.3 per house) x cost per pupil (new build - £23,865, extension - £19,989). Land for a new school. Index: PUBSEC
5.2 Education – secondary	20 dwellings +	Pupil product (0.1 per flat, 0.2 per house) x cost per pupil (new build - £28,912, extension - £27,492 Land for a new school. Index: PUBSEC
Education – special needs	1000 dwellings +	Bespoke Index: PUBSEC
Education – Post 16	20 dwellings +	Pupil product (0.01 per one bed flat, 0.02 per 2+ bed flat, 0.04 per house) x cost per pupil (new build - £28,096, extension - £26,717) Land for a new school. Index: PUBSEC
5.3 School Transport	20 dwellings +	Primary - £19.88 x 190 days x 7 years = £26,440.40 per pupil. Secondary - £6.26 x 190 days x 5 years = £5,947 per pupil. Index: PUBSEC
5.4	50 dwellings	Employment and Skills Plan

[7] *Maisonettes, single storey bungalows and trailers/caravans are treated as flats whilst one-bedroom units and dwellings such as student and elderly accommodation, are excluded from the calculation.*

Service Area	Trigger for contribution[7]	Expected Contribution
Employment and Skills		
0 **Highways and** transportation	All development	Highway works via S278 notices, contributions and/or commuted sums for maintenance. Index: AFI (Civil Engineering) Series 2 (BIS)
5.6 Sustainable Travel Planning	All development	Travel packs in all cases, travel plans for 80 + dwellings. Work travel plans on employment sites where there will be 50+ employees. Index: CPI
5.7 Passenger Transport	All development	Bespoke contributions for small sites – funding towards bus infrastructure; medium sites – fund diversions to existing routes or make a contribution to a new route; large sites – provide a transport service. Commercial sites as required. Index: AFI (Civil Engineering) Series 2 (BIS)
5.8 Public Rights of Way	Any development where there is a PROW	Contribution to or appropriate works conducted and arranging temporary or permanent diversions. Cycle Track Conversion Orders to be provided as necessary.
5.9 Waste Management	Garden communities	Bespoke on case-by-case basis.
Libraries	20 dwellings +	Where required (per dwelling) £244.92 library extension, £77.80 to upgrade existing facilities. Index: CPI
5.11 Flood and water management	Major sites	Ensure provision of SuDS on major sites. Commuted sums for maintenance of SuDS as required, based on the development.

Service Area	Trigger for contribution[7]	Expected Contribution
5.12 Monitoring Costs	All S106 agreements	£700 per obligation. Bespoke payments on complex and/or major sites 1000+ dwellings.

NB Costs referred to are as of April 2023, except Education which are as at Q1 2024 as updated by the DfE Scorecard and adopted by ECC in July 2024. These costs may increase each year.

Whilst this table is designed to assist in assessments of which contributions will be expected for each application, it is essential to read the relevant section in order to establish the actual amount likely to be required by ECC.

5.1. Early Years and Childcare

Service overview

Under the Childcare Act 2006, Essex County Council (ECC) must ensure that there is sufficient high quality and accessible early years and childcare places within the local area. Section 6 of the Act defines 'sufficient childcare' as sufficient to meet the requirements of parents in the area who require childcare in order to enable them to take up, or remain in, work or undertake education or training which could reasonably be expected to assist them to obtain work. Unlike education, parents can choose to access childcare away from their home area, for example near to a place of work or training.

Early Years and Childcare settings in Essex provide a service to approximately 84,500 children aged 5 years and under (based on GP registration data) and approximately 46,000 families (based on child benefit data). The County Council has statutory duties that must be met regarding Free Early Education Entitlement (FEEE) and childcare:

Free early education entitlement funding for 2-year-olds:

Parents who meet national criteria as set by central government (the 40% most disadvantaged 2-year-olds) are entitled to 15 hours of free early education for 38 weeks of the year of free nursery education (or up to a maximum of 570 hours per financial year). The aim of this scheme is to narrow the gap for the most disadvantaged families.

Free early education entitlement funding for 3- and 4-year-olds:

All children from the term after they are three until they start reception are entitled to 15 hours of free early education for 38[8] weeks of the year (or up to a maximum of 570 hours over a financial year).

30 hours free childcare for 3- and 4-year-olds:

Working parents who meet national criteria as set by central government are entitled to an additional 15 hours of free childcare in addition to the 15 hours of free early education entitlement funding (or up to an additional 570 hours over a financial year).

Working families with children up to 14 years old (18 with special education needs and/ or disability)

All working families with children up to the age of 14 (18 for children with special education needs and disability) can expect the local authority to ensure there are sufficient childcare places available for their children to ensure they are able to continue to work.

Early Years and Childcare provision includes full day care, pre-schools, child minders, school run early years provision (2- to 5-year-olds), and 'wrap around care' (Breakfast, After school and Holiday clubs). This multiplicity of provision, working in partnership with the Private, Voluntary and Independent (PVI) sectors, enables a wide range of childcare options to be made available.

[8] Or a maximum of 570 hours per year if the entitlement is stretched over a longer period

Preschool settings offer early learning and childcare places for children between the ages of 2 and statutory school age. These settings are able to offer FEEE to eligible 2-year-olds as well as all 3- and 4-year-olds. They are run by PVI providers in local communities and some children attending will be accessing their FEEE place and others will be accessing additional services for which parents pay. These settings will often be set up in community buildings or schools and will usually be open term time only.

Day nurseries offer early learning and childcare places for children from 0 to 5 years old. These settings are used by working parents for childcare purposes, but they can also offer FEEE for eligible children and the extended 30-hour offer, as well as offering additional services for which parents pay. Although the majority of these settings are private businesses, their income levels are limited by the rate the FEEE funding is paid at. The cost pressures on the early years and childcare sector are well documented at a national level due to the FEEE funding level set by central government which impacts on the sustainability of the entire sector, including the private day nursery business. Therefore private day nurseries should not be classified as a private business in the usual commercial sense.

All registered childcare providers who care for children from birth to five-year-olds must comply with the Early Years Foundation Stage and are registered with Ofsted.

As well as early years (FEEE) provision, ECC has a statutory duty to ensure there is high quality and accessible sufficient childcare for parents and carers. This duty covers 0- to 14-year-olds (18 years for children with SEND). Childcare can take place in preschools; day nurseries; childminders; and out of school provision, such as holiday clubs and after school clubs, depending on the age of the child. It can therefore take place in school or community buildings. Where a new development has generated the need for increased numbers of childcare places, new schools could be designed to be able to offer early learning and childcare places to all children (aged from birth to 5 upwards).

How the need for additional provision is assessed

The County Council publishes Childcare Sufficiency Assessments, Area Action Plans and the Early Years and Childcare 5-year plan, which details where places are required across the county. These assessments give a snapshot of different providers in an area and the number of places that are filled. It should be noted that unfilled places at one type of provider cannot be taken as evidence that provision in an area is sufficient. The work patterns and incomes of parents are all different and so are their childcare needs.

All residential developments of 20 or more dwellings will be assessed to see if a developer contribution towards additional Early Years and Childcare is necessary. Applications for smaller developments will be exempt unless their co-location with other sites necessitates a holistic look at their cumulative impact.

The Early Years and Childcare Service will only require developer contributions where there is a current or forecast lack of capacity in the immediate area of the proposed development.

Calculating the demand from new housing development

When estimating the number of children that a new housing development will generate and that will require additional provision (child yield), the Early Years and Childcare Service takes account of the number of houses and flats that are suitable to accommodate children. For Early Years and Childcare contribution purposes, houses are all dwellings with two or more floors (including chalet style bungalows with an attic room), and with sole access to private outdoor space. Maisonettes, single storey bungalows and trailers/caravans are treated as flats whilst one-bedroom units and dwellings such as student and elderly accommodation, are excluded from the calculation. It should be noted that 100% affordable housing sites will be expected to contribute using the same criteria.

ECC estimates that the child yield from qualifying houses is nine children per one hundred homes (0.09 per dwelling) with half this number expected from qualifying flats i.e., 0.045 per dwelling.

Table 3: Example of a development consisting of 120 x one bed units; 200 x flats (with two or more bedrooms) and 65 houses with 2 or more bedrooms would be calculated to generate the following number of children requiring an early years place:

Dwelling Type	Units	Factor	Child Yield
One bed	120	0	0
Flats	200	0.045	9
Houses	65	0.09	5.85
Total	**385**		**14.85**

Types and use of contributions

The financial contributions sought will be used to extend existing facilities wherever possible or provide a new facility. Larger development proposals (upwards of 250 dwellings) are most likely to trigger the need for a new facility and in such circumstances a land contribution will also be required. Where demand is of such a scale, a new facility will be sought, either co-located with a new primary school or as a stand-alone facility. For a standard 56 place day nursery, around 0.13 ha of land is needed. The process for agreeing a suitable piece of land is explained in ‘Section 4’ of this guide.

Department for Education (DfE) Guidance ‘Securing Developer Contributions for Education’ (Aug 2023) states that all new primary schools should be co-located with new nursery provision where there is capacity to do so. In addition, the Education and Skills Funding Agency currently looks to establish two form entry primary schools (420 places), to ensure financial viability. ECC supports this approach and, thereby, when considering new primary school sites an area of 2.234 hectares will usually be sought as a minimum. This is in line with DfE guidance set out in Building Bulletin 103 and this land size provides space for commensurate Early Years and Childcare provision.

Any new early years and childcare facility could be built by ECC, a developer or one or more early years and childcare providers. However, it is important that any provider is agreed by ECC to ensure the required type and standard of provision is delivered in the locality. ECC has a robust process in place to allow early years and childcare providers to apply for capital funding and/or lease opportunities to create new early years and childcare places to meet the increased demand generated by developments. Capital funding and lease opportunities are advertised on the ECC Early Years and Childcare Website. This clearly sets out the S106 agreement criteria and all applications undergo a full screening and moderation process and final decisions to award funding or leases are signed off via the ECC Cabinet member for Education.

Where the development in question also triggers the need for other community facilities it is often appropriate to co-locate Early Years and Childcare facilities. Provision is commonly included in plans for new primary schools (as referred to above), but it may also be appropriate to consider the benefits of an Early Years and Childcare provider acting as anchor tenant in a joint use community facility.

Table 1: Early Years Facility Land Requirement

56 place setting	56 place setting and 2 FE Primary school
0.13ha	2.234ha

In some circumstances, subject to procurement and competition rules, it may be appropriate for the developer to provide buildings in lieu of a financial contribution. Where this approach is accepted the facility must comply with a specification provided by ECC (example provided as ‘Appendix F: Early Years & Childcare Facility Specification’) and any tenant, and their business model, must also be approved. When the County Council commissions additional Early Years and Childcare places and uses S106 funding to provide those places, it will require the provider to enter into a legal agreement detailing the building works and the number of additional places to be provided.

Contribution costs

The cost of each project and, thereby, any appropriate developer contribution must be considered on a case-by-case basis. By way of guidance, the provision of new, standalone facilities will cost around £23,865 per child place whilst expansion projects will cost £19,989 (Q1 2024).

5.2. Schools

Service overview

The County Council is the Local Authority which has the statutory responsibility for education. It has a duty to ensure that there are sufficient school places to meet the needs of the population now and in the future.

ECC acts as a commissioner of school places, ensuring there are a sufficient number of places through the expansion of existing or provision of new schools. It has the duty to set out the requirements for any new school needed to serve a new or growing community in order that potential providers may express their interest in running that school. Where a Section 106 agreement provides the land and funding for a new school, ECC will usually procure the school building and then arrange any necessary leasehold transfer to the provider.

The availability of places at a popular and successful local school is likely to be an important factor for many households in considering the purchase of a new home. Conversely, planning applications for residential development are likely to attract opposition from existing residents if they are deemed likely to result in significant pressures on existing schools, including their prevailing admissions rates and catchment areas . Developer contributions towards education provision thus play an important role in the success of new residential developments.

Under Section 14 of the 1996 Education Act, local authorities must secure sufficient school places to serve their area. The available schools must be sufficient in number, character and equipment to provide all pupils with the opportunity of an appropriate education. Section 2 of the 2006 Education and Inspections Act further places ECC, as the appropriate local authority, under a duty to secure diversity in the provision of schools and increase opportunities for parental choice. Subsequent legislation (2011 Education Act part 5.37) encourages the development of a more diverse range of education providers, particularly academy trusts and free schools, a number of which now operate within the county.

Section 2 of the 2008 Education and Skills Act requires that all persons under the age of eighteen yet to obtain a ‘level three’ qualification (for example two ‘A’ levels), must participate in education or training. Participation does not require all young people to stay on at school, as employment-based training can fulfil this requirement (see ‘5.4-Employment and Skills Plan’).

Paragraph 95 of the NPPF states that ’It is important that a sufficient choice of school places is available to meet the needs of existing and new communities. Local planning authorities should take a proactive, positive and collaborative approach to meeting this requirement, and to development that will widen choice in education. They should:

Give great weight to the need to create, expand or alter schools through the preparation of plans and decisions on applications; and

Work with school promoters, delivery partners and statutory bodies to identify and resolve key planning issues before applications are submitted.’

The Department for Education published guidance for 'Securing developer contributions for education' in April 2019, and this was updated in November 2019, in which it underlines the principles that:

housing development should mitigate its impact on community infrastructure, including schools;

developer contributions towards new school places should provide both funding for construction and land where applicable subject to viability assessment when strategic plans are prepared and using up-to-date cost information; and

the early delivery of new schools within strategic developments should be supported where it would not undermine the viability of the school, or of existing schools in the area.

How the need for additional school places is assessed

Any development of 20 or more dwellings will be assessed and could generate a request for a contribution.

Contributions towards the provision of additional places will not be sought where pupil forecasts suggest that existing local schools can reasonably accommodate the expected increases in demand for places without expansion. However, local authorities with allocated sites for additional housing in the local plan or an emerging local plan may take the view that where an increase in pupil numbers is anticipated then the cost of expansion should be borne by developer's sites on a pro rata basis.

The Essex School Organisation Service's 10 Year Plan, 'Meeting the demand for school places in Essex', is published on the Council's website on an annual basis and sets out the forecasted availability of school places in each area of the county, during each year's admissions round for Reception and Year 7 (the start of secondary school) places. These forecasts are based on G.P. registration data, planned housing development, historical trends and other factors likely to affect admissions to particular schools.

The need for additional school places to serve new development may vary over time. It is considered reasonable to take account of the future demand for places as well as the current picture since:

there will be a time lag between the planning application and completion of the development;

the peak of additional demand for places generally comes a few years after a development is first occupied and

the development will be a permanent feature of the local community and it should not cater just for its immediate impact.

Forecasted demand is generally measured against the yearly 'Admission Number' that each school must publish as part of the annual admissions process. However, any school accommodation that is temporary in nature, as defined by either its planning permission or design life, may be deemed to reduce the number of available places. The presence of temporary school accommodation should be taken as evidence that a school is already under pressure for places. Although some 'temporary' class-bases can remain on school sites for a considerable period of time, they will eventually be

removed if not needed. It would be unreasonable for a new development to generate the need for temporary class-bases to be converted to permanent build without the developer making an appropriate contribution.

It is generally accepted that education provision in an area should not operate at 100% of its capacity, as it is important to retain some level of surplus places. The National Audit Office report 'Capital Funding for New School Places' (2013) refers to a minimum 5% surplus that the Department for Education assumes in its planning as necessary to support operational flexibility (mid-year admissions) and facilitate parental choice. A deficiency may thus be deemed to exist without the certainty of every local place being filled.

In deciding what level of local provision it is reasonable to include in an assessment, the needs of the new development must be balanced against those of the existing community. If the new development displaces pupils from another area there may be significant local opposition to the scheme. It is, therefore, important to look not just at the nearest school but also at the wider area. There may, for example, be places at a school within reasonable distance of the new development to which pupils could safely walk. A reasonable walking distance is defined in the Essex Design Guide as 600 metres for primary and 1500 metres for secondary school pupils. Conversely there may be surplus places at the nearest school that will be needed by the current population because another local school will be oversubscribed.

Traditionally schools have admitted pupils from their priority admissions or 'catchment' areas. Current school admissions are, however, also based on a number of other criteria including the presence of siblings at the school, faith or aptitude in a particular curriculum area. Schools with admissions policies that could exclude the majority of pupils moving to a new development from gaining admission are excluded from the assessment of developer contributions. A list of admissions criteria for schools can be found in the Schools Admission Policies Directories which are available on the ECC website.

Having taken all the above factors into account, where it can be demonstrated that the number of pupils generated by a development is greater than the surplus capacity in permanent accommodation in a suitable school(s), ECC may require a developer contribution to build additional permanent capacity. This may on occasions include the transfer of land. For this purpose, a suitable school is any academy, free school or maintained school that provides education appropriate to the age, ability and aptitude of a child between the ages of 4-19. This definition excludes schools providing education exclusively for pupils with special educational needs or disabilities. Whilst selective schools and faith schools can and do provide education that is appropriate, they are excluded from the assessment that informs developer contributions on the basis that their admissions policies could exclude the majority of pupils moving onto a new development.

In addition to contributions to build additional permanent places, a contribution may also be sought to fund transitional costs. This may apply when there is no surplus capacity at schools within a reasonable travelling distance and additional provision cannot be delivered quickly to serve the development. In such cases ECC will need to provide temporary accommodation at existing schools and/or provide school transport to schools in excess of two miles for children under the age of eight and three

miles for older children. These distances are measured via the shortest available safe walking route.

ECC may seek developer contributions to fund these costs in addition to the sums required to provide the permanent places needed. This situation will only usually arise during the first phases of a major development or when viability does not allow permanent facilities to be delivered early on.

Calculating the demand from new housing development

When estimating the number of children that a new housing development will generate, and that will require a school place (yield), ECC takes account of the number of houses and flats that are suitable to accommodate children. One-bedroom units and dwellings, such as student and elderly accommodation, are excluded from the calculation. For education contribution purposes, houses are all dwellings with two or more floors, (including chalet style bungalows with an attic room) and with sole access to private outdoor space. Maisonettes, single storey bungalows and trailers/caravans will be treated as flats. It should be noted that 100% affordable housing sites will be expected to contribute using the same criteria.

The primary school yield from qualifying houses is thirty pupils per one hundred homes (0.3 per dwelling) with half this number, fifteen, expected from qualifying flats (0.15 per dwelling). For secondary schools the yield (excluding 6th form students) is 20 pupils per 100 qualifying houses (0.2 per dwelling) and 10 pupils per 100 qualifying flats (0.1 per dwelling).

Table 4: Example of a development consisting of 120 x one bed units; 200 x flats (with two or more bedrooms) and 65 houses would generate the following number of children requiring a school place:

Dwelling Type	Units	Primary		Secondary	
		Factor	Yield	Factor	Yield
One bed	120	0	0	0	0
Flats	200	0.15	30	0.1	20
Houses	65	0.3	19.5	0.2	13
Total	**385**	**Pupils**	**49.5**	**Pupils**	**33**

Due to the demographic trends evidence among household which first occupy new developments, demand for school places has been shown to be higher than that modelled by the above pupil yield formula. On large developments additional contributions to temporarily accommodate these ‘bulges’ may be necessary.

Expanding existing provision

If it is not planned to build a new school, financial contributions will be used to fund capital works to add additional capacity at schools in the appropriate area.

It is often not practical or desirable to use S106 contributions to provide additional capacity at the nearest school because, for example, their site may be constrained, the expansion could result in an unacceptable admission number or the school may not have the necessary infrastructure, in respect of ancillary accommodation, to support the increased capacity. In addition, due to legislation that enables voluntary aided schools, free schools and academies to refuse proposed expansions, ECC may be forced to look further afield. In these circumstances the contributions could be used to provide additional capacity through extension, refurbishment or re-modelling of other schools where the needs could be best met. This may result, through parental choice, in changes to local admission patterns or require priority admission area changes to be negotiated with local schools.

When ECC commissions additional places through a free school or academy, and uses S106 funding to provide those places, it will require the provider to enter into a legal agreement detailing the building works and the number of additional places to be provided.

Thresholds for new schools

The Education and Skills Funding Agency currently looks to establish two form entry primary schools (420 places), to ensure financial viability. ECC supports this approach and, thereby, when considering new primary school sites an area of 2.234 hectares will usually be sought as a minimum. This is in line with Department for Education guidance set out in Building Bulletin 103 and also provides space for commensurate Early Years and Childcare provision.

420 primary aged pupils are the number likely to be generated by approximately 1,400 new houses or a mixed development of approaching 2,000 dwellings. However, if suitable existing local schools cannot be expanded, a new school may become necessary to cater for a lower number of new homes.

Generally, secondary schools accommodate at least 600 pupils or four forms of entry (one form of entry = five age groups x thirty per class). However, larger schools are:

- able to offer a wider curriculum to their community;
- cheaper to build on a per place basis;
- more resilient to fluctuations in demand that could challenge financial viability.

For these reasons ECC will look to establish a new school only where demand for six forms of entry has been established (from approximately 4,500 new or existing houses).

In the case of both age groups, there is no exact growth threshold for establishing a new school and the following factors need to be considered when deciding whether a particular development should include land for a school:

- the ability of local schools to expand sufficiently and the impact of a new school on them;
- cumulative impacts with other residential development proposals and the needs of the existing community;

- the viability of the development and the cost of a new school against other solutions;
- the viability of a new school (particularly in the first years);
- the potential for innovative solutions such as an all-through school (combined primary and secondary) or a split site school (with more than one campus).
- how the location and configuration of the development would act to promote sustainable travel patterns, particularly with regards to Active Travel to school.

ECC may request on occasions that additional land is set aside to future proof the new school site and allow for its potential expansion.

The cost of additional school places

The costs for extending an existing primary school and a secondary school are based on the DfE National Scorecard (national evidence). The cost for a primary school place is £19,989 (Q1 2024), and for a secondary school place it is £27,492 (Q1 2024), These costs are likely to increase year on year. These costs include buildings, site works, professional fees plus furniture and equipment.

With an extension scheme it is often unnecessary to expand all the common areas used by a school such as the staff room, toilets or the hall. The cost of major works and new schools is thus higher, with the National Scorecard figures for primary and secondary being £23,865 and £28,912 respectively (Q1 2024).

The precise cost of projects will be determined by ECC after reviewing the Land Compliance Study report (see '4.3-Land compliance requirement for new school sites') that the developer must submit with any planning application that incudes school land.

School site areas

The area of land that ECC requires for schools is based on current Department for Education Building Bulletins, the latest being BB103. The information set out below is correct at the time of publication but may be amended based on updated guidance from DfE as necessary. In line with its aspiration to increase educational achievement and enhance skills, ECC will always seek site areas towards the top end of the recommended range. Government also encourages 'extended schools' that include other community services and, clearly, larger sites are required if joint use of school facilities is to be considered. In order to produce a school with manageable year groups, ECC may require slightly more land than is indicated by a straightforward calculation of pupils from a development. The following figures are a guide to likely requirements in terms of land:

Table 5: Primary School Land Requirement

Table 5: Primary school land requirement (ages 4-11)	Pupils/Places	Site Area (hectares)
14 (2FE)	420	2.1

Table 6: Secondary school land requirement (ages 11 -18)

Class bases	Ages 11-16 Pupils/ Places which includes commensurate sixth form provision added at 20%	Site Area (hectares)
6FE	900	7.9
8FE	1200	10.1
10FE	1500	12.4

Land for 6th form provision may be required alongside secondary school sites, even when there are alternative further education facilities located within an appropriate distance. On that basis, the figures above include land for 6th form provision. Any request made by ECC for such provision will be justified through evidence and reflect local circumstances. This process may find that additional provision is not required. As such, early engagement with ECC in its capacity as the education authority is requested.

Construction of any 6th form provision will often follow occupation of the secondary school, and therefore siting of the vehicle entrance requires careful consideration. Discussion with ECC is recommended.

Sports Pitches at School Sites

One extremely important consideration when considering the land required for a new school is the provision of sports pitches. For a playable surface, a consistent gradient of approximately 1 in 70 widthways should be achieved. This encourages suitable water run off without hindering play.

The developer will be required to complete a sport pitch feasibility study to ensure the land proposed is for education and out of hours community use. The following pitch sizes need to be considered:

Table 7: Pitch sizes (including run off areas)

Age	Width (metres)	Length (metres)	Area (hectares)
Minimum Primary	49	82	0.402

Preferred Primary	59	92	0.543
Age 13 to 15 min.	54	87	0.470
Age 15 to 17 min.	59	103	0.608
Senior (18) min.	72	114	0.821
Adult min.	76	118	0.897

Where ideal site areas cannot be achieved, artificial pitches may be considered as a way of reducing the land that a school requires. The cost of providing and maintaining artificial pitches is, however, significant and likely to add considerably to the financial contribution sought by ECC from the developer.

Additional site requirements

The general requirements that apply to education land are set out in appendix C and the process and evidence needed to agree a school site are explained in 'Section 4 (Land, Building and Contributions in kind) of this guide. There are, however, a number of considerations specific to schools which warrant additional guidance here.

Utility requirements.

Table 8: Utility requirements

Pupil Places	**56 (Nursery)**	**210 (1FE)**	**315 (1.5FE)**	**420 (2FE)**	**630 (3FE)**	**1260 (6FE)**
Electrical (three phases)	**100Amp** **72KVa**	**240Amps** **173KVa**	**300Amps** **215KVa**	**400Amps** **290KVa**	**500Amps** **360KVa**	**1100Amps** **790KVa**
Gas (21mbar at meter)	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**280KW/HR (Science areas only)**
Water (domestic)	**50mm 1.5L/S**	**50mm 1.5L/S**	**65mm 2.0L/S**	**65mm 3.0L/S**	**65mm 4.2L/S**	**65mm** **6.5L/S**

Water (sprinkler system)	**A 100mm mains connection pressurised system is required, storage tank with pumps to fill the tank in 36 hours.**					
Telecom ducts (90mm)	**2**	**2**	**2**	**2**	**3**	**4**

N.B. It is recommended that pre application advice should be sought from ECC's Infrastructure Delivery team and the appropriate project manager before relying on these estimates as well as to discuss any non-traditional energy supply options.

Fence Requirements

Prior to transfer to ECC, all school sites must be fenced by a 2.4 metre high welded mesh polyester powder coated fence (conforming to BS1722-16:2009) with vertical wire diameter of at least 5mm and horizontal wire diameter of at least 5mm conforming to BS 1722 Part 14:2017 'specification for open mesh steel panel fences Category 1 (general purpose fences up to 2.4m high)', and gated at both highway access points.

Where congruent to vegetation or soft landscaping the fence must be supplemented by rabbit-proof fencing that shall be a minimum of 0.9m in height. The rabbit-proof fencing must be constructed with wire netting, to be 18-gauge (1.2mm diameter) with 31mm hexagonal mesh conforming to the appropriate British Standard and European DIN Standard. The base of the fence must be turned outwards from the school site by a minimum of 150mm and buried with clean topsoil. The specification for the rabbit fencing, including all posts, struts and stakes must also be in accordance with CIRIA report C645 'A Guide to Rabbit Management'.

Where appropriate, fencing should be complemented by landscaping. New tree and shrub planting should also be protected with individual rabbit guards. Species should be considered carefully to ensure that plants will not prove a burden to the school either in terms of maintenance, safety and/ or security.

Soil Quality Requirement

The levels of any compound in the soil, to a depth of at least three metres below the final soil level, shall not exceed figures set for residential end use as defined by the Soil Guideline Values (SGV) derived using the Contaminated Land Exposure Assessment (CLEA) model and published by the Environment Agency and also the Generic Assessment Criteria values published by Land Quality Management and the Chartered Institute of Environmental Health at the time of the assessment. Any contaminants leaching from the site must not exceed the levels published in the United Kingdom Environmental Quality Standards (statutory and proposed).

Topsoil is to be supplied across the entire site which must comply to BS 3882:2015 and be applied evenly to a minimum of 300mm but is not to exceed 500mm in depth at any point.

The environment around schools

Establishing a safe environment around schools, which is conducive to learning is paramount. Substantial traffic free public realm around school entrances used by pupils must be incorporated into development plans, whilst ensuring access for emergency vehicles. Such areas do not form part of the school itself and, for the avoidance of doubt, public realm abutting roads and/or parking are not considered traffic free. It is also important to promote the provision of healthy school streets, by:

- establishing and improving walking and cycling routes to schools (including off site provision);
- reducing school run traffic and dispersing it away from school entrances;
- enforcing low traffic speeds around schools and the walking routes pupils use;
- 'school street zones' where motor traffic is controlled in the area at the start and the end of the school day;
- ensuring pavements around schools are clear and wide enough for parents with pushchairs to pass (three-meter minimum width);
- facilitating full and equal access for pupils with disabilities;
- providing public art, outdoor gym equipment, nature areas and local history information boards, in the immediate area, to offer learning opportunities;
- the planting of trees and / or hedges to enhance air quality / reduce exposure to poor air quality; and
- the use of landscaping and carefully selected street materials to reduce noise.

Special Education Needs

Some of the children generated by the development of new dwellings will have special educational needs (SEN). It is extremely difficult to predict the number of SEN places required in any given planning area for each type of need. However, the number of children likely to present with SEN can be roughly calculated as follows:

The following statistics applied at the 2020 SEN2 return to the DfE :

- 15% of the Essex school population has some sort of SEN.
- 3.4% of the child population currently has an Education, Health and Care Plan (this is now closer to 3.9%), and of this, 2.1% has a plan and are educated in mainstream schools, including specialist SEN units in mainstream schools, and 1.3% are educated in a special school.

These percentages are subject to fluctuation, although the trend has been upwards in recent years. Applying these figures would result in 7 SEN places per 1000 dwellings.

The cost of providing an SEN place is much higher than that of a primary or secondary place. The capital cost per child of a special needs school varies with the type of need to be addressed. However, the DfE guidance 'Securing developer contributions for education' (November 2019) recommends that developer contributions for special or alternative school places are set at four times the cost of mainstream places which is consistent with the space standards in Building Bulletin 104.

Only the largest housing developments will generate the number of children with serious special educational needs which justify the requirement for a new school. It is more likely that the Council would seek to create a small unit of Specially Resourced Provision in a mainstream school or to expand an existing unit of Specially Resourced Provision in a mainstream school.

It is therefore necessary to secure a contribution commensurate with the need arising from any significant development which in the case of SEN requirements would constitute a development of more than 1000 dwellings. A development of this size could result in SEN requirements for 7 pupils which would be significant enough to warrant new provision within a mainstream school or the expansion of an SEN school within the locality.

All new school sites within new developments will be considered for the provision of special needs facilities and appropriate bespoke contributions will be requested if a need is identified.

Post 16 Education.

Service overview

Access to education for the post 16 year-olds plays a key role in skills development and assists both residents and businesses progression into, and through, sustainable employment, including apprenticeships.

The DfE's 'Participation of young people in education, employment or training statutory guidance for local authorities' (September 2016) [9]requires all young people in England to continue in education or training beyond the age of 16. This is a duty under the Education Act.

Young people have a choice at key stage 4 (year 11) as to how they continue in education or training post-16, which could be through:

- full-time study in a school, college or with a training provider
- full-time work or volunteering (20 hours or more) combined with regulated part-time education or training (about one day per week).
- an apprenticeship[10] or traineeship (See '5.4-Employment and Skills Plan' for guidance on obligations and contributions for apprenticeships).

ECC has a duty to secure sufficient and suitable education and training provision for all young people in their area who are over compulsory school age but under 19 or aged 19 to 25 and for whom an Education, Health and Care Plan (EHCP) is maintained. To fulfil this, ECC needs to have a strategic overview of the provision available across the county in order to identify and resolve gaps and ensure appropriate choice in provision. This requires ECC to ensure training provision is holistic and reflective of local industry skills requirements.

[9]https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/561546/Participation-of-young-people-in-education-employment-or-training.pdf
[10] https://www.gov.uk/topic/further-education-skills/apprenticeships

ECC determines 'sufficient' as having enough post 16 provision to meet need and choice. ECC determines 'suitable' as offering a range of academic, technical and vocational provision against demand.

Revenue funding for all post 16 education is provided via the Education Skills Funding Agency (ESFA) and covers academic and vocational learning.

Where necessary, capital contributions will be sought to support additional full-time Post 16 education as referred to above. Apprenticeships and other skills related requirements are outlined in '5.4-Employment and Skills Plan'

The Local Growth Fund (LGF) is government funding awarded to Local Enterprise Partnerships (LEPs) for projects that benefit the local area and economy. This funding is not ringfenced to support post 16 provision, however some funding may be sourced through an application to the LGF and, where robustly secured, count towards a developer contribution to post 16 provision. Investment is limited on a case-by-case basis and not guaranteed. Developers' contributions would make up any funding requirement not met from other sources.

Calculating the demand for Post 16 education

The funding formula is calculated on the basis that there are 0.04 qualifying post 16 students per house and half this number from qualifying flats, including one-bedroom units. Other types of accommodation such as age restricted units are discounted as they are unlikely to generate a need for additional places. The key difference between post 16 provision and primary / secondary education is the element of choice and the landscape of different training routes. Therefore, the need in any area will be assessed on a case-by-case basis, so that contributions are only required where necessary.

Table 9: Per 100 qualifying homes examples

Dwelling Type	Units	Post 16 – total Factor	Post 16 - total Yield
One bed	100	0.01	1
Flats (2+ bed)	100	0.02	2
Houses (2+ bed)	100	0.04	4

The Cost of Additional Places

Subject to indexation the cost per place for full-time post 16 places is £28,865 for a new build and £27,492 for places delivered through an extension, based on the DfE National Scorecard.

The precise cost of projects will be determined by ECC after reviewing the Land Compliance Study report (see 'Section 4') that the developer must submit with any planning application that includes land for a new educational provision.

5.3. School transport and sustainable travel

How the need to provide school transport is assessed

The Education Act 1996, as amended by Part 6 of the Education and Inspections Act 2006, places a duty on Local Authorities to make suitable travel arrangements free of charge for eligible children as they consider necessary to facilitate their attendance at school. Walking distance is defined by S 444(5) of the Education Act 2006 at two miles for those aged under8 and three miles for those who have attained the age of eight years.

These distances are measured by the shortest available walking route. An 'available route' is one which a child, accompanied as necessary, may walk with reasonable safety to school. In excess of these distances ECC has to fund 'free' school transport. Where development is proposed in locations that may require ECC to provide school transport, developer contributions are sought to fund provision for a minimum of seven years for primary and five years for secondary pupils.

The cost of school transport

On average the cost of transporting a primary school child to school is £19.98 per day (return) (April 2023). The corresponding cost for secondary school transport is £6.26 (April 2023). This is due to economies of scale – secondary school children are transported to a fewer number of school sites. The calculation of school transport contributions is based on 190 days per year over 7 years for primary school children, and 190 days per year over 5 years for secondary school children.

Promoting sustainable modes of travel

ECC has statutory duties to promote the use of sustainable methods of transport for all education and training related journeys, from pre-school age to post 16 students. Under the Education and Inspections Act 2006 authorities are encouraged to develop Travel Plans with schools.

ECC will use its highways, transport and schools expertise to examine the provision of safe walking and cycling routes from new housing to education and other community facilities. Safe direct routes that encourage parents t and children to walk and cycle to school will be required on all new developments. Financial contributions may also be required for off-site works. Such contributions may also be appropriate from smaller developments.

Highway contributions (as set out in '0-Highways work versus contributions') to establish a safe walking route will be considered before seeking a school transport contribution.

5.4. Employment and Skills Plans

Service overview

Residential sites with 50 dwellings or more, or employment sites providing 2,500sqm (GIA) or more of floorspace will be required to provide an Employment and Skills Plan (ESP). Both Central and Local Government have a crucial role to play in identifying opportunities to maximise employment, apprenticeships, and to invest in skills to realise personal and economic aspirations. Importantly, ECC has a role to play in supporting local planning authorities and helping to ensure that industry has the necessary skills to build the net zero carbon homes and communities the county needs. Therefore, developers and landowners are required to produce an ESP to reflect the profile of individual construction projects. This ESP will be produced through consultation between the developer, landowner and the LPA and ECC where relevant. It may also be appropriate to include neighbouring LPAs in the development of the ESP depending on the relationship between the development in question and the provision of relevant education and training opportunities within the locality. Unless there is an existing plan, the ESP must address the employment and skills needs in the area that arise in line with the construction project. The ESP must be shared with and agreed by the LPA and ECC ahead of the s.106 being signed off. This will enable relevant and proportionate targets to increase the volume and quality of employment and skills interventions through construction projects, thus meeting local communities' specific needs in a fair, measurable and sustainable way.

Skills levels are a key determinant of a sustainable local economy, but they also have an impact on employment opportunities and thus an individual's economic prosperity. Improving the skills of the local labour force will be key to maintaining its economic competitiveness. Increased skills and employability will enable residents to take advantage of opportunities created by new development.

ECC will expect developers to prepare an Employment and Skills Plan (ESP) seeking to drive forward an increase in construction employability levels and workforce numbers. These plans will help to address negative perceptions of the sector and develop a strong future pipeline. This is referred to as the 'development phase' ECC will expect landowners to produce an ESP for commercial developments, to enable wider employment opportunities for those requiring additional support to enter the job market. This is referred to as the 'end-use phase'. Templates for Employment and Skills Plans for both development phase and end-use phase can be found in Appendix K.

As part of the of the development of the ESP, the LPA and ECC where relevant, will work with the developer and landowner to identify a particular strategic aim relating to an employment or skills need in the area and seek a financial contribution to address this strategic aim. ECC and the LPA can support in both identifying the skills and employment need in an area and in calculating the appropriate contributions. See Section 0 on financial contributions.

These measures seek to enable local residents to benefit economically from new developments by reducing long-term unemployment, increasing skills and employability levels as well as providing employment and in-work progression opportunities for Essex residents. It will encourage realistic and deliverable provision

for employment and skills, responding flexibly to the circumstances of individual schemes.

Employment and Skills Plan

Employment and Skills Plans should be created by the applicant prior to implementation and must include a series of key performance indicators for both the development phases and, in the case of commercial sites, for the end-use phases. Where developers are already bringing about activity, these may contribute towards meeting the agreed ESP performance indicators. The ESP is expected to include the following key performance indicators and developments are expected to meet the minimum benchmarks outlined. The benchmarks are pursuant to the National Construction Skills Academy model adopted by the industry and outlined in 'Appendix K: Employment and Skills'.

Construction Phase

Growth in construction apprenticeships (new employees, resident in Greater Essex) working on the project, and notification of apprenticeship opportunities, prior to advertisement, to ECC, local authority or any other agency nominated by ECC or the local authority.

School/college engagement activities or events to enable them to promote the achievement of the skills and qualifications needed for employment in the construction and built environment sectors amongst young people aged 11 to 19 (25 years for those with an Education, Health and Care Plan (EHCP)). The ESP will need to contain a detailed programme for the initiatives to be delivered. Examples include career inspiration events, employability and work readiness activities, curricula support and employer engagement. Examples of how these could be achieved include:

a. Careers talks in schools and colleges from the developer on the industry or company itself. These could be in person or recorded for schools and colleges to use. There is the opportunity to challenge stereotypes and include presentations from those in positions that challenge particular stereotypes, or that have overcome barriers. For example, those in positions that are perceived to be held by a particular sex or those that have retrained and moved careers.

b. Virtual tours of the real work environment that could be used by schools or colleges. These could be live or recorded.

c. Masterclasses on technical skills delivered in schools and colleges to facilitate skills-based training and inspire the next generation.

d. Competitions or project briefs (with work mentors provided) to help students in colleges and schools benefit from project-based learning, problem solving, and acquisition of skills for working life.

e. Work placements. Developers or their supply chains to support residents in Essex with real-life experiences of work by providing placements lasting a minimum of one week for those 16+ and supporting the work experience requirements of T level qualifications.

f. Supported employment opportunities.

g. Pre-employment opportunities. Support the delivery of bespoke pre-employment and skills training for Essex residents that will provide them with the skills to access the jobs that are being created.

End-use phase

Supported employment for local residents. Provision of employment opportunities which have appropriate support to make them suitable for those unemployed or groups who require additional educational and skills support such as individuals with an EHCP, care leavers, young carers, youth and ex-offenders.

ECC would expect every 2,500 sqm of commercial development to be capable of generating at least one paid job placement lasting for a minimum of four to six months. These supported employment opportunities will need to prioritise Essex residents.

End-use and construction phase:

Provision for notification of job vacancies (including apprenticeships), arising from both the construction and end-use occupation, to ECC and the local authority or any other nominated agency.

Templates for Employment and Skills Plans for both development phase and end-use phase can be found in Appendix K3.

If the developer or landowner can demonstrate to the satisfaction of the LPA and ECC that there are circumstances specific to the scheme such that either direct provision is not operationally feasible, or that an alternative means of delivery would result in a more effective outcome because of the particular circumstances of the scheme, then the LPA and ECC may consider a financial contribution in lieu. ECC encourages developers and landowners to engage with LPA and ECC officers where relevant at the earliest opportunity, to discuss the specific circumstances of the scheme. See Appendix K2 - Employment and Skills' contribution in lieu guidance.

Financial contributions towards Employment and Skills

The financial contributions set out as part of the ESP will help support those sections of the Essex workforce that are furthest from employment, having been out of work for a long period of time and/or having low levels of skills, or groups who require additional educational and skills support such as individuals with an EHCP, care leavers, young carers, ex-forces, youth and ex-offenders. Financial contributions will be used by the Councils to fund training and support to enable access to newly created employment opportunities for those who may struggle to access the opportunities without extra support.

Financial contributions will be calculated by the LPA and ECC where relevant in consultation with the developer and landowner, based on the strategic aim to be met and will be proportionate to the scale of development or resulting employment opportunities from the project. The LPA and ECC can support in both identifying the skills and employment need in an area and in calculating the appropriate contributions. The calculations in Appendix K and the Employment and Skills Plan templates in Appendix K3 can be used as a guide where appropriate.

Compliance

The S106 agreement will set out what the developer will need to do by way of providing information about progress against the ESP objectives – generally to provide data on a quarterly basis. The S106 agreement will also contain provision for the authority through which the ESP objectives were agreed to seek a compliance payment from developers if they are not satisfied that the developer has been using reasonable endeavours to deliver the target employment opportunities set out in the ESP. Should instances occur where ESPs are not met or are partially met, relevant penalty clauses will be applied, based upon 'Appendix K: Employment and Skills' contribution in lieu guidance.

5.5. Highways and transportation

Service overview

A high quality and efficient sustainable transport system is central to the growth of the Essex economy. ECC as the strategic highways and transportation authority works closely on long-term transport plans with each Local Planning Authority in support of their local plans. This work assesses the overall impact of development and identifies transportation measures to deliver sustainable development, including enhanced passenger transport services and infrastructure, comprehensive active travel networks, improved public rights of way, and sustainable travel planning.

ECC, acting as the Highway Authority, is consulted by the local planning authorities on any planning applications that may have an impact on the Highway. In its response, ECC may request mitigation measures in the form of works to the highway, provision of active travel interventions, sustainable travel planning measures and/or financial contributions towards strategic sustainable transportation projects. Where planning applications cannot satisfactorily mitigate their impact on the highway network and/or meet with current policy requirements the Highway Authority may raise an objection to the planning application.

Assessing the impact of development

Any development site that proposes more than 50 dwellings, or commercial development that generates equivalent or higher traffic flows, will require a full Transport Assessment (TA). Lower levels of development may require a Transport Statement (TS). The TA will identify the sustainable transport measures that will be required to ensure that the site is accessible by a choice of modes other than the private car, including cycling, walking and public transport. It should also assess the residual impact of the development traffic on the highway network, including identifying appropriate mitigation to ensure there is no detrimental impact on the safety and capacity of the highway network. Early pre-application discussion with the Highway Authority is essential to agree the scope of any TA or TS and for the applicant to understand the transportation requirements and strategy for the local area. Details on the thresholds for TAs and TSs are given in Appendix B of ECC's Development Management Policies February 2011 and any subsequent updates.

Highways work versus contributions

Where mitigation is required, this must be fully funded and delivered directly by the developer. The developer will be required to enter into a S278 Agreement with the Highway Authority to deliver the works. All work within or affecting the highway will be

subject to technical approval by the Highway Authority prior to commencement on site. Details are to be agreed with the Development Management Team at development.management@essexhighways.org.

Contributions for highway works will only be taken in exceptional circumstances such as for large scale strategic transportation schemes, which may have more than one funding source, and/or have been identified through the borough, city and district local plan process and included in the associated Infrastructure Delivery Plan.

Where more than one development in an area generates the need for a specific local highways scheme which cannot be delivered by an individual development, it may be appropriate for ECC to secure financial contributions and to procure the works. ECC will require the developer to enter into a legal agreement under S106 or S278 agreement, as appropriate, to secure the contribution.

Highways work and surety

ECC will require an appropriate surety (either a cash deposit or a Bond) that can be called upon to pay for the completion of works in the event that the developer does not complete the highway works to the satisfaction of the Highway Authority.

Inspection fees

Where developers are working in the highway, inspections have to be carried out by ECC and fees are charged, based on the cost of the works. At the current time the following fees apply:

Table 10: Fees applied to cost of works

Cost of Works	% fee applied to cost of works
Under £10,000	Inspection fee based on the cost of the works with a minimum of £1,450
£10,000 to £500,000	8.5% of cost of works
£0.5m and £1.5m	7.5% of cost of works
Above £1.5m	Determined case by case

Prior to ECC embarking on any drawing checks an advanced checking fee of £3,000 will be required.

Further guidance is available in the Development Construction Manual available on the ECC website.

Traffic Regulation Orders (TROs)

Where a development requires a traffic regulation order e.g., to provide waiting restrictions, there is a fee payable, to ECC, to cover the costs of processing and advertising the order(s). The fee varies according to what order and associated works are required. The developer will be responsible for procurement and implementation of the associated infrastructure including signage and lining. This will be secured

through a S278 agreement. Further guidance can be found in the Development Construction Manual.

Commuted sums for maintenance

When the Highway Authority takes on assets from developers it incurs maintenance costs for the life of the assets, and replacement costs at the end of their useful life. Commuted sums to cover these costs are required from the developer. These sums are secured through both Section 278 and Section 38 agreements, but any agreement that includes the transfer of an asset to ECC may require such a contribution. The types of assets include:

- Street lighting;
- Traffic signals and illuminated signs;
- Pedestrian crossings;
- Highway structures such as retaining walls, bridges and gantries;
- Landscaping and adopted land;
- Fencing and noise bunds;
- Bus shelters and other public transport infrastructure;
- Street furniture and bollards;
- Soak-aways;
- Drainage infrastructure;
- Tree planting in soft and hard landscaping, hedges;
- Culverts;
- Traffic management features;
- Interceptors;
- Pavements;
- Cycle ways; and
- Electric vehicle charge points.

The calculation of commuted sums for maintenance follows the principles set out in the guidance produced for the Department for Transport by ADEPT, the Association of Directors of Environment, Economy, Planning and Transport, formerly the County Surveyors' Society. More details of this guidance, and how sums are arrived at, are given in 'Appendix G: ADEPT guidance on maintenance costs' A full list of assets, with relevant maintenance contributions, is given in 'Appendix H: Standard Commuted Sums for Maintenance (April 2017)'. It must be noted that developers should not assume that ECC will accept responsibility for or maintain all Highways infrastructure. For example, street lighting that does not form a useful network function may not be requested on some roads and it would not thereby automatically be eligible for adoption.

Any asset that a developer is seeking ECC to adopt must be in an appropriate condition and any required maintenance work at that time must be completed by the developer prior to transfer. Where proposed materials are not within the current specification applied by the Highway Authority, additional sums may be added or adoption of the item refused.

There are also special circumstances whereby ECC will require commuted sums for maintenance of an asset it already owns. For example, if construction traffic is likely to damage the carriageway, the developer may be required to deposit a sum with ECC. The sum will in whole or in part be returned if no damage occurs. This type of maintenance is usually secured through a Section 106 agreement.

5.6. Sustainable Travel Planning

Service overview

Travel Plans are long term management strategies providing a framework for managing travel needs, transport issues and promoting travel choice. Developing a Travel Plan can help to reduce the use of the private car, which in turn helps to tackle localised congestion, reduce air pollution and mitigate climate change.

NPPF Paragraph 113 states that "All developments that will generate significant amounts of movement should be required to provide a travel plan, and the application should be supported by a transport statement or transport assessment so that the likely impacts of the proposal can be assessed." Travel Plans are therefore an essential component of workplace, residential and school planning applications. Each Plan should contain 'modal share' targets and identify measurable outcomes, along with arrangements for monitoring the Plan's progress, and mitigating actions to be agreed in the event that targets are not met.

The Sustainable Modes of Travel Strategy sets out how ECC aims to effectively target and adopt different methods of successfully encouraging modal shift, by giving the people of Essex a better choice when it comes to travelling in and around the county; as well as trying to alleviate some of the strain on the highway network. The strategy also aims to facilitate the associated environmental, social and health benefits of better managed congestion.

Example frameworks for Workplace, Residential and School Travel Plans and accompanying guidance notes can be found at:

https://www.essex.gov.uk/sustainable-travel

Workplace travel plans

Workplace Travel Plans are required for all commercial developments, including expansion plans, where the proposal would take total staff numbers to 50 employees or more. A robust Travel Plan can aid recruitment, retention and morale, improve transport infrastructure and reduce congestion in and around the site, also raising the ethical profile of the company. ECC also runs a network for businesses who want to develop and implement a travel plan – see 'Appendix I: Smarter Travel for Essex Network' for further information.

Residential travel planning

Focusing on travel by residents and designed to encourage sustainable travel from the start of a journey, rather than to a specific destination, and for a number of journey reasons, i.e., work, leisure, education and/or accessing services.

The size of a residential development determines the requirement, as set out below:

Residential Travel Information Pack - applicable for all residential developments comprising of 1 to 79 dwellings:

A booklet, tailored to the specific site location, containing information on local transport and travel opportunities and promoting the benefits of these, including tickets for free bus (or rail) travel.

Contents included are:

- Introduction
- Walking and Cycling
- Public Transport - broken down into bus and rail travel (including free tickets if applicable)
- Park and Ride
- Car Sharing
- Electric Vehicles
- School Transport
- Taxi travel
- Useful contacts

The packs can be purchased at a charge through the Sustainable Travel Planning Team (travelplanteam@essex.gov.uk).

Residential Travel Plan - applicable for all residential developments comprising of 80+ dwellings:

A working plan includes a number of travel plan measures (listed below) to ensure sustainable means of travel are available to residents. The Plan will incorporate information on the Travel Plan Co-ordinator, Aims and Objectives, Targets (including an Action Plan) and an agreed monitoring programme (including biennial travel surveys and annual traffic counts).

Measures include:

- Residential Travel Information Pack
- Safe pedestrian and cycle routes
- Car Clubs
- Public Transport services, maps, leaflets and information
- Websites, travel information boards or online portals
- Community travel events
- Community Engagement Group
- Car Sharing
- Car charging points (standard and rapid chargers)
- Marketing, Promotion and Information (including walk/cycle challenges)

School Travel Plans

Where a new development includes a proposal for building new educational or training spaces, schools will be expected to help minimise congestion, local air quality and climate change produced by the education establishment. Developers will also be expected to ensure the design and layout of the development surrounding the

education establishment is designed to encourage active and sustainable modes of travel.

Developers will be required to work with the Sustainable Travel Planning Team to implement a School Travel Plan. This will involve consideration of access to the educational site and the walking and cycling routes to it, including any appropriate crossing facilities and the funding of a School Crossing Patrol (for Primary Schools), in line with the ECC School Crossing Patrol Volunteer Agreement that must be signed and agreed by the developer for the duration of the development. Further considerations, as set out in the Essex Design Guide, will include:

- School entrance/s for pedestrians should be located to improve accessibility from all relevant directions, and a sense of place – a public square just outside each entrance;
- Design out car drop-offs and picks-ups by creating the car-free zone of an appropriate radius;
- A permeable development layout, shortening the walking and cycling distances against road travel, i.e. short-cut footpaths;
- Provide design cues that this is a school entrance street (e.g. school signage, artwork created by pupils, planters, street trees, cycle parking, etc);
- Good crossing points, across roads and cycle paths alike, for pedestrians;
- Widened footways (3 metres);
- Defined separation of walking and cycling sections of pathways;
- Low-level (pedestrian-focused) street lighting;
- Cycle parking, for pupils and staff, for long and short stays near school entrance;
- Scooter parking for KS1-2 schools;
- Parental waiting shelters; and
- Separate traffic entrance/s should be provided for permitted vehicles (staff, deliveries, maintenance, emergency services, as well as disabled access).

Section 106 requirements

Details of the legal obligations associated with Travel Plans are set out in the template Section 106 agreement provided as ‘Appendix A: Section 106 Agreement Template’ of this guide. Developers are required to pay a one-off fee of £6,760, index-linked with the Government’s Consumer Price Index (CPI) and based on April 2023 costs for ECC to monitor and review each Travel Plan. The fee pertains to ECC involvement over a minimum five-year period from the date of first occupation, to ensure the Travel Plan remains an ‘active’ document with the overarching aim of achieving a reduction in single car occupancy.

Monitoring and review consists of three main activities:

1. Management and co-ordination of annual travel surveys
2. Setting modal shift targets annually with agreement between both parties

3. Providing advice and support to the on-site Travel Plan Co-ordinators

The travel plan monitoring fee structure for residential developments is detailed below:

Table 11: Travel plan monitoring fee structure for residential developments

Dwelling	Fee
Up to 79 dwellings	No fee
80-449 dwellings	£1,690 per annum (index linked as above)
450-749 dwellings	£2,817 per annum (index linked as above)
750-1000 dwellings	£3,944 per annum (index linked as above)
1000+ dwellings	Fee will be negotiated case by case.

For applications of more than 1000 dwellings, the fee will be negotiated case by case.

The fee is for services supplied to the developer by ECC, for the provision of support and advice to the onsite Travel Plan Co-ordinator on the management and implementation of the Residential Travel Plan, thus enabling them to effectively deliver the Travel Plan. Co-ordination of the travel surveys and/or traffic data counts must be paid for separately by the developer.

An authority may require a developer to prepare a Workplace/Residential Travel Plan for a development which has fewer employees/dwellings than those identified in the thresholds specified above, for example because the development is in an area that is particularly congested or has an air quality issue. In such cases ECC will require the minimum fee of £6,760 (one-off payment for workplace) or an annual fee of £1,690 (for residential) index linked, to monitor and review the Travel Plan.

In all cases (both Workplace and Residential) the developer is responsible for producing the draft plan and any travel packs that are required. The developer may however seek ECC's assistance and under certain circumstances buy-in ECC's expertise.

5.6.5 Active Travel

Overview:

Cycling and walking are both carbon-neutral and inexpensive modes of travel as well as a good form of exercise. An increase in the uptake of cycling and walking would help to alleviate traffic congestion, reduce vehicle emissions, and improve societal health and well-being. In order for cycling and walking to be normalised and considered an attractive first choice for travel, developments must be designed with the needs of cyclists and pedestrians in mind.

ECC has a responsibility under the Traffic Management Act 2004 to fulfil the Network Management Duty of managing the road network, with a view to securing 'expeditious movement for all traffic', including pedestrians and cycle traffic. The additional network management duty guidance, published in 2020, also requires local authorities in urban areas to reallocate road space to cyclists and pedestrians. This new guidance is in line with 'Gear Change', the government's plan to deliver a step-change in cycling and walking. In 'Gear Change' and 'Gear Change: One Year On' the government pledge to increase their support for local cycling and walking initiatives through the Active Travel Fund.

New developments provide a great opportunity to create new, safe, high-quality cycling infrastructure that links residents with existing communities and provides sustainable access to local services. It is expected, by the government, that local authorities and developers refer to the Gear Change documents and utilise the associated cycle infrastructure design guidance contained in Local Transport Note 1/20 in the design of their schemes, regardless of whether they are seeking government funding.

ECC expect any cycling provision that may arise from developments to be aligned with LTN 1/20 guidance as the national standard for cycling infrastructure design in the UK. Examples of best practice design can be found in the Essex Cycle Design Portal and the Essex Design Guide. ECC have also adopted the Essex Cycling Strategy which sets out the county council's vision, objectives, and areas of strategic action for cycling.

<u>How the need for active travel is assessed:</u>

According to LTN 1/20 guidance:

- Requirements for developers should include the provision of new cycle routes connecting to and through developments and enhancing the provision for cycling when making alterations to links and junctions on existing highways. It will not usually be acceptable to maintain an existing poor level of service when undertaking highway improvement schemes. More modest, but still effective improvements can be achieved as part of highway maintenance.
- Cycling facilities should be regarded as an essential component of the site access and any off-site highway improvements that may be necessary. Developments that do not adequately make provision for cycling in their transport proposals should not be approved.
- Appropriate cycle facilities should be provided within all new and improved highways in accordance with LTN 1/20 guidance, regardless of whether the scheme is on a designated cycle route, unless there are clearly defined and suitable alternatives. Typically, there are few constraints preventing designers from meeting desirable geometric standards and so the expectation is that high quality cycle facilities should be provided in all new developments.
- Where schemes are in development and land take is already fixed, cycle facilities meeting LTN 1/20 guidance should still be incorporated as far as is

possible. This may require some rethinking of the space and provision given to motor traffic.

- When new highways are being planned, careful consideration of walking and cycling must be done at an early stage in the planning and design process to ensure that sufficient land is available to meet infrastructure requirements – in particular the need for separation from motor traffic.
- Within larger developments it will be necessary to plan a network of cycle routes that connect all parts of the development. The opportunity of designing a wholly new highway network means there should be a presumption of providing a densely spaced network with around 250m between designated cycle routes.

In general developers will be expected to make an appropriate financial contribution to help ensure that the development is sustainable, promotes active travel and is in line with LTN 1/20.

5.7. Passenger Transport

Service overview

Public passenger transport has a vital role in keeping communities connected, supporting economic growth, reducing congestion, helping to protect the environment, in particular air quality and climate change, and maintaining journey time reliability for all road users.

Public transport allows residents to reach essential key amenities and services (such as employment, health, education and shopping) and has a major influence on our overall quality of life. Such services are particularly important in rural communities where key amenities are not within walking distance (such as rural areas) Many households do not have access to a car, and many residents are not able to drive (including younger people and many older adults). Public transport therefore makes a major contribution to creating inclusive communities and long-term sustainable development.

ECC, as the Local Highway and Transportation Authority, has responsibilities for public transport under the Transport Act 1985, the Transport Act 2000, the Traffic Management Act 2004, the Local Transport Act 2008 and the Bus Services Act 2017. The legislation requires the production and review of a Local Transport Plan which identifies transport policies and how these will be delivered. It has also adopted and published its Passenger Transport Strategy "Getting around in Essex" and the 'Local Bus Service Priority Policy 2015 to 2020'[11].

The documents set out the County Council's strategy and policies for the provision of public transport. Guidance notes have been produced for developers dealing with the demand for public transport and passenger transport infrastructure arising from new developments. These have been incorporated into the Essex Design Guide - Highways Technical Manual.

How the need for passenger transport is assessed

In general developers will be expected to make an appropriate financial contribution to mitigate the impact of their development on the local transport network and to help ensure that the development is sustainable.

Requirements for contributions will be assessed on a site-by-site basis. ECC's view of the appropriate levels of infrastructure and service support required for a development to meet these criteria is set out in **'**Appendix L: Additional Guidance for Developers on Passenger transport requirements**'**.

In broad terms:

For small scale developments of up to 100 dwellings located near to frequent current bus routes, developer funding will be focused on improvements to existing bus infrastructure, including the provision of footway access, raised access kerbs, and dropped kerbs, central pedestrian refuges at safe crossing points, bus stop signs, timetable cases, passenger shelters and/or real time passenger information.

[11] https://www.essexhighways.org/transport-and-roads/getting-around/bus/bus-strategy.aspx

For moderately sized developments of between 100 and 500 dwellings, the developer will (in addition to the above and where the existing service level is considered inadequate), be required to fund diversions to existing bus routes or make a proportionate contribution to new services aimed at ensuring that all residents are able to access to bus stops with an adequate level of service to key amenity centres.

For larger scale developments of between 500 and 1000 dwellings the council will (in addition to the above) require a suitable level of sustainable transport service to be agreed with the aim of meeting access and sustainability requirements (including any modal share targets agreed for the development) and which mitigates the impact of the development on the local transport network

For very large developments of in excess of 1000 dwellings, such as the proposed Garden Communities/Villages, a fully bespoke integrated transport package will be required, with strong focus on establishing modal share and long term financial and environmental sustainability and to mitigate the effect of the development on the wider transport network.

For moderate sized developments upwards, developers will be asked to meet any identified interim costs incurred by the county council from transporting students to and from education sites between first occupation and the opening of any education provision agreed for the site (see '0-How the need to provide school transport is assessed').

ECC will either collect contributions itself, to allow it to ensure that the services procured have real network benefits and maximise the potential for commercial viability in the longer term or in some cases developers may be required to negotiate directly with bus companies to deliver an appropriate package of services.

To encourage long term financial sustainability and meet modal share targets, bus services should be provided at the time dwellings are first occupied. It is likely that in such cases the developer may be expected to subsidise a service until it becomes commercially viable. The agreement may, however, set time, occupation or financial limits to this type of contribution.

In some locations the provision of demand responsive transport may be appropriate.

Recognising that many households will require parking for private cars, adequate provision for unimpeded through routing of buses must be made. To this end the design of roads intended as bus routes must allow for unimpeded bus travel even if parking occurs on both sides of the road.

Parking restrictions may also be required to protect key turning or stop areas and to prevent parking allowing vehicles to block speed cushions or tables. Developers should expect to contribute towards any necessary Traffic Regulation Orders and the delivery of associated signs.

The intention to establish bus routes, and the associated measures, must be made clear to potential new residents to ensure that objections to Traffic Regulation Orders are minimised.

5.8. Public Rights of Way

Service overview

The Highways Act 1980 places a responsibility on all Councils to protect Public Rights of Way. Public Rights of Way are also a material consideration in the determination of any planning application. The granting of planning permission does not in itself provide authority to obstruct or alter the legal route of a Public Right of Way.

Assessing the impact of development

The Highway Authority may seek works or a financial contribution from developers to ensure that Public Rights of Way either on, or in areas adjoining new developments, are appropriate to accommodate the additional use new residents will generate. Where the Public Right of Way or relevant part thereof, is over land within the control of the developer, the developer will be required to complete the works under a Section 278 agreement. Where the works require the agreement of any third-party owners, ECC may agree to take a financial contribution, and complete the appropriate works, but will only do so where it is evident that the upgrade is achievable. Any transport strategy that relies upon the delivery of an upgraded Public Right of Way must be proved feasible by the developer to be accepted.

Such improvements, where appropriate, may be secured by a Section 106 Agreement (which can have attached to it a public path creation agreement) or by a suitably worded planning condition. Where such improvements are for the provision of a cycle track, which coincides with an existing public path, the developer would be expected to fund the necessary Cycle Track Conversion Order. The agreement would also require the cycle track to be constructed in accordance with specifications set out within the Manual for Streets and Cycle Infrastructure Design LTN 1/20 and agreed by the Highway Authority.

Specimen clauses for insertion to secure Public Rights of Way as part of a development scheme are available in ‘Appendix A: Section 106 Agreement Template’. However the following points are also important:

Paths should be retained on their existing routes wherever possible. Section 257 of the Town and Country Planning Act 1990 states that diversions should only be made if it is considered that it is `necessary to do so to enable development to be carried out’. There is every expectation therefore that the existing Public Right of Way should stay where it is, particularly in large development sites, and the layout of the new build should be designed to accommodate the existing path alignment.

Active travel infrastructure must be provided through the provision of walking, cycling and wheeling facilities. These will be delivered by way of purpose built Cycle Infrastructure Design LTN 1/20 cycle tracks or where appropriate, upgrades to an existing footpath with a cycle track conversion order. Creation of new bridleways in urban areas as a means of facilitating cyclists is not considered an appropriate means of provision for cyclists.

For detailed guidance, please refer to:

a. "Development and Public Rights of Way" advice notes for developers as published on the Essex Highways website

b. Department for Transport's Cycle Infrastructure Design LTN 1/20.

c. Manual for Streets

d. The Essex Highways Cycle Design Portal also supports our aims to ensure LTN 1/20 compliant schemes are possible by providing designers, engineers and planners with the latest guidance, and (where available) technical notes, lessons learnt, links to good practice and examples of current best cycling practice for Essex. The pages are regularly updated and developed as new best practice is discovered, developed and updated, meaning that the latest guidance can always be ready and available when developing new cycle schemes.

5.9. Waste Management

Service overview

ECC is both the Waste Planning Authority (WPA) for Essex and the Waste Disposal Authority (WDA). The WPA is responsible for waste development planning for all waste arisings and is required to determine planning applications for waste facilities. The WDA is responsible for the disposal of Local Authority Collected Waste (LACW) and providing publicly accessible Recycling Centres for Household Waste (RCHW).

The cost of waste disposal is affected by waste composition, disposal technology and geography. The typical cost of disposing of residual waste is currently in excess of £150 per tonne. Waste disposal costs are expected to rise in the future as more stringent environmental waste standards come into force. A typical Essex household produces over a tonne of waste per annum of which approximately half is recycled, and the remainder is sent for disposal.

The Joint Municipal Waste Management Strategy (JMWMS) for Essex details the vision for the management of LACW in Essex. Essex favours an approach led by waste minimisation, coupled with high levels of recycling and composting. It has a target to recycle at least 50% of household waste with an aspiration to achieve 60% recycling and avoid waste to landfill. The JMWMS will be subject to review during the lifetime of this guide to reflect national policy and emerging legislative changes resulting from the adoption of the Government's Resource and Waste Strategy

Infrastructure need

Waste treatment and logistics infrastructure has been developed for the treatment of LACW and to support the delivery of the JMWMS. This consists of a mix of local authority owned infrastructure and contracted arrangements with private sector infrastructure providers. Development will increase the amount of LACW which will place operational pressure on infrastructure. The major centralised waste treatment facilities have been developed with appropriate capacity to accommodate growth, however larger developments are likely to necessitate additional investment in the local public facilities and logistics infrastructure. The local infrastructure that may require investment to increase capacity are the public facilities such as RCHW and recycling bring bank sites, and the local logistics infrastructure such as vehicle depots and waste transfer stations.

Assessing contributions

Contributions will be required in respect of the new Garden Communities to support development of local waste management infrastructure to deliver the operational integrity of the waste management system. The level of contributions requested will be assessed on a case-by-case basis following evaluation of infrastructure capacity within the locality prior to development, and an operational needs assessment and will be used to mitigate the impact of these large residential sites.

5.10. Libraries

Service overview

Essex County Council has a statutory duty under the 1964 Public Libraries and Museums Act to provide a comprehensive and efficient library service for all persons resident working or studying in the area.

The Department for Digital, Culture, Media and Sport (DCMS) oversee the provision of this statutory duty and also promote the improvement of the provision of public services in England by the relevant local government body.

Furthermore, the Secretary of State has a statutory duty to promote the improvement of public library services and monitors their developments with the support of the Arts Council England (ACE), the national development agency for libraries.

To support the delivery and maintenance of the required library service for Essex County, Essex Library Services has developed The Everyone's Essex Library Service Plan 2022-26

The Everyone's Essex Library Service Plan 2022-26 commits to putting Libraries at the heart of our communities. Essex currently has 74 libraries, a home library service and 3 mobile libraries.

The Library Service supports communities across the county, the services are a lifeline for many people and we are looking at how to deliver the library service in different ways, to improve the current delivery, as well as how to make the most of underused space in our buildings and facilities across the county.

Libraries act as a hub for communities to come together and interact and are a vital resource for helping residents improve their literacy, and provide a place to learn new skills. The library service is a shared gateway to other services and also for accessing digital information and communications.

Service delivery

The Everyone's Essex Library Service Plan 2022-26 is structured on 3 pillars:

1. Library Service and literacy

2. Communications and infrastructure

3. Supporting our communities and levelling up ensuring our libraries are fit for purpose, working with the right partners and, most importantly, in the right places.

How the need for additional provision is assessed

- Contributions will be sought to provide additional facilities, stock and IT provision where there is expected to be significant growth in population created by development, or where a new community remote from an existing provision is established.

- For provision of new libraries, including within community shared facilities, the process below is followed:
- Planning applications for developments with 20 or more dwellings will be considered;
- Other known growth in the area will be taken into account; and
- Long term capacity and future requirements across the area will be assessed

The Essex guideline for a new stand-alone library is that it should serve a discrete community of at least 7,000 people - very few developments will therefore demand a library for itself so there is likely to be a need to 'pool' contributions and to consider library provision as part of a community hub along with other complementary facilities.

Where the increase in projected population more than doubles an existing library catchment area, it is likely that a new facility or building will be required. Provision of this space could be as part of a shared community or educational facility for example – and would allow consideration to be made for varying scales of development.

How the money will be used

Monies may be used to enhance existing service points; work with other County and District/Borough/City Councils, voluntary and other services, e.g. NHS, to establish joint community facilities or create a new mobile library stop or build a new library in the case of the largest developments. Costs of decanting an existing building, including the purchase and storage of new and existing stock during and for the move to the new building would also be required.

Additional requirements, which may include upgrading existing facilities, expansion of existing buildings, additional furniture, technology and stock, and these will be directly proportional to the increase in the projected population of the specific area.

How the contributions will be calculated

Detailed calculation is based on a several factors:

A new library building, fixtures and stock. The provision of a new library is only likely to be sought on major new housing sites/allocations of 7000 dwellings or more. However, each case will depend on an assessment of the particular requirements in that area and the likely impact of the new development on current provision. The cost of a new library will need to be negotiated on a site-by-site basis;

A library extension - a service requirement of 30m^2 net of public library space per 1000 population, based upon historic guidance issued by the Museums, Libraries and Archives (MLA) but which is considered to remain the most appropriate model for delivery... The average cost per sq.m. for library provision is £2,020 (RICS East of England Library tender value first quarter 2013). Based on an average household size of 2.4 occupants this gives a figure of £144 per dwelling. In addition, there would be a requirement for the extension to be fitted out at £100 per dwelling. This brings the total requirement to £244 per dwelling;

Major Capital Project to an existing library facility – this might include provision of new toilets etc. The cost associated with this work is £244 per dwelling;

Fitting out costs including furniture, decoration, new flooring, reconfigure layout, refurbish toilets, improved access, external works such as parking and bike racks and technology based upon current fitting out costs of new provision in Essex – e.g. Springfield. The costs associated with this work is £100 per dwelling; and

Provision of stock, “talking books” DVDs and other leisure materials, self-service” facilities and other potential IT equipment to increase the opening times and capacity of the library, Provision of furniture, Provision of computers and computing equipment - including tables, Provision of learning equipment / play equipment for younger children. The costs associated with the above items is £75 per dwelling.

5.11. Flood and Water Management and Sustainable Drainage Systems (SuDS)

Service overview

As a Lead Local Flood Authority, ECC must develop, maintain, apply and monitor a strategy for local flood risk management in its area consistent with national strategies and in accordance with the Flood Risk Regulations 2009 and the Flood and Water Management Act 2010 Paragraphs 9 (1), (2), (3) and (4). Surface Water Management Plans (SWMP) provide the platform for the identification of Critical Drainage Areas (CDAs), a suite of feasible measures to reduce the flood risk in the CDA and preliminary costs of delivering these measures. In accordance with NPPF Paragraph 160 states that strategic policies should be informed by a strategic flood risk assessment and should manage flood risk from all sources. They should consider cumulative impacts in, or affecting, local areas susceptible to flooding, and take account of advice from the Environment Agency and other relevant flood risk management authorities, such as lead local flood authorities and internal drainage boards."

ECC has taken the approach of undertaking the preparation of SWMPs for all the District, Boroughs and City Councils in Essex and views these as the most up-to-date body of evidence about surface and ordinary water course flood risk. The SWMP documents should constitute a significant component of the evidence needed by LPAs when negotiating Section 106 contributions from developers in order to mitigate the impacts of developments on the level of flood risk in a CDA. They should also inform any Infrastructure Baseline Studies and Infrastructure Delivery Plans and facilitate setting up a CIL charging schedule to provide flood defence infrastructure in order to accommodate new developments.

Sustainable drainage systems (SuDS) are a requirement of the NPPF as set out in Paragraph 167 and 169 for major developments and all developments in a flood risk area. Most local planning authorities also require their inclusion in new developments under their local policies in order to meet water quantity, water quality and amenity/biodiversity requirements. As the Lead Local Flood Authority. ECC is a statutory consultee to be consulted by local planning authorities in relation to surface water and SuDS proposals put forward in relation to major planning applications as defined by the Town and Country Planning (Development Management Procedure) (England) Order 2015.

In addition to the requirement for major planning applications to provide on-site SuDS, there is an overriding need to ensure that there is a viable option for their maintenance and to ensure that SuDS can be implemented and do not fall into disrepair which may result in flooding. SuDS are holistic systems that often cater for private and highway water within the same features however, ECC's position is to adopt SuDS only in exceptional circumstances. There is further information on the County Council's SuDS adoption policy on the ECC website. Adoption of SuDS will be subject to features being designed and built to the required standard with the long-term maintenance cost being addressed through an up-front commuted sum payment. SuDS design should accord with the ECC SuDS Design Guide. Agreement to adopt will be on a voluntary basis for the developer and ECC. Some of the LPAs have reflected the SuDS Design Guide in their own Supplementary Planning Document adoption statements.

Whilst whole life maintenance costs of SuDS features are accepted by the industry to be comparable to those of conventional drainage, the routine maintenance is often more frequent/expensive and the replacement costs less frequent/expensive. If SuDS were to be approved for adoption under ECC's exception policy, the commuted sum should reflect this short-term increase in cost. As vegetative SuDS features are expected to last longer before requiring replacement the commuted sum fee period should be extended to include one replacement. Therefore ECC will require a minimum 30 year commuted sum maintenance payment, to include the replacement cost of SuDS infrastructure.

Where this exception SuDS adoption policy does not apply, local planning authorities will work with the developers to identify an alternative SuDS adoption body which could include a Water Authority or private management company. The Local Planning Authority will work with the developer to secure the long-term maintenance of SuDS through a combination of planning obligation, planning condition and commuted sum payment guaranteeing their long-term maintenance. Whichever SuDS maintenance option is chosen by the developer, early engagement with the relevant adoption organisation and the Local Planning Authority is essential to achieving a successful outcome.

5.12. Monitoring Costs

ECC will seek a charge towards the cost of monitoring and administration of the relevant County Council obligations in S106 agreements to cover the following:

The maintenance, development and update of the planning obligations monitoring database system to assist in the co-ordinations of obligation preparation, completion, monitoring and review;

The monitoring of trigger points and development progress;

Pre-emptive alerts for obligations that are or are to become overdue;

Recovery of obligation contributions not made, including any necessary formal or legal action;

Liaison between ECC and district/city/borough councils in respect of financial contributions requested and those held for infrastructure being provided by ECC; and

Reporting on the operation and outcome of ECC developer contributions (as required in the revised CIL Regulations – the Infrastructure Funding Statement).

The charge will generally be levied at a rate of £700 per obligation including schemes involving the phasing of payments. On more complex sites the charge will be levied at a rate of 1 % of the ECC's total obligations up to a maximum of £10,000 per agreement.

However, on major strategic housing sites (typically over 1,000 dwellings), the monitoring fee will be negotiated on a site-by-site basis reflecting any potential complexities associated with the S106 and the additional work involved in monitoring the agreement over a lengthier time period.

Where land for an education facility is to be provided to ECC a further monitoring fee will be levied at £700.

In all cases the monitoring charge will be payable on commencement of the development.

6

Further Advice

6. Further Advice on key issues

6.1. Contact with Local Planning Authorities

Developers are strongly advised to check the scope and level of potential obligations prior to purchasing development land or submitting a planning application. In the first instance developers should contact the Local Planning Authority responsible for the area in which their proposed development lies. Their contact details are as follows:

Table 12: Contact details of Local Planning Authorities.

Local Planning Authority	Email	Telephone
Basildon Borough	planning@basildon.gov.uk	01268 533333
Braintree District	planning@braintree.gov.uk	01376 552525
Brentwood Borough	planning@brentwood.gov.uk	01277 312500
Castle Point Borough	info@castlepoint.gov.uk	01268 882200
Chelmsford City	Online form on www.chelmsford.gov.uk	01245 606826
Colchester Borough	planning.services@colchester.gov.uk	01206 282424
Epping Forest District	contactplanning@eppingforestdc.gov.uk	01992 564000
Harlow District	planning.services@harlow.gov.uk	01279 446655
Maldon District	contact@maldon.gov.uk	01621 854477
Rochford District	planning.applications@rochford.gov.uk	01702 318191
Tendring District	planning.services@tendringdc.gov.uk	01255 686868
Uttlesford District	planning@uttlesford.gov.uk	01799 510510

The Local Planning Authority may request that developers contact ECC direct regarding some of the aspects listed in the guide. A Contribution Enquiry Form is provided within ‘Appendix B: Request for Planning Advice

This can be sent in by post to the address on the back cover of this guide or a copy can be downloaded from www.essex.gov.uk and emailed to development.enquiry@essex.gov.uk

It must be stressed that circumstances can change between advice being issued and the formal assessment of a planning application. The estimated level of financial contributions will also rise in line with cost inflation during any intervening period.

Additional useful information

There are a number of other requirements which should be borne in mind when considering a site and preparing a planning application for submission. These include matters relating to adult social care, public health, biodiversity and heritage assets. ECC will provide advice on these matters as required. There are also sections related to the NHS, public art and the emergency services.

6.2. Adult Social Care

6.2.1 Background

Essex County Council is responsible for commissioning adult social care on behalf of Essex residents. The boroughs, cities and districts of Essex are the local Housing Authorities. The strategic and legislative framework for social care, and for housing duties is set nationally. In Essex, authorities work together to support people to remain living independently in their homes for as long as possible. In order to deliver its aims and duties, ECC commissions services to support people to remain living independently in their homes. Lower-tier authorities also support this, for example through administering Disabled Facilities Grant to adapt existing homes to better meet need.

The ECC Housing Strategy (2021 – 2025) further supports this, seeking to ensure that new homes and neighbourhoods are designed for residents to live independent and healthy lives; that homes are adaptable and digital technologies adopted wherever possible to support residents to live independently; and to ensure access to high quality specialist and supported accommodation for those who need it.

Local Planning Authorities (LPAs) and housing developers have a crucial role in the standards to which new homes are built. NPPF Paragraph 62 requires LPAs to reflect "the size, type and tenure of housing needed for different groups in the community", including the needs of older people and people with disabilities, in their policies. Changes to the NPPF published in September 2023 strengthen the expectation that particular regard is given to retirement housing, housing-with-care and care homes, which are important typologies of housing that can help support England's ageing population. In Essex, for example, our 85+ population is forecast to grow by an additional 24,700 adults in the next 15 years, and we know from previous research that this group of people tend to require more care with much more complex needs.

6.2.2 Supported and specialist housing provision and contributions.

For people who need a higher level of support, ECC works to assure that local areas have an adequate range of supported and specialist housing (SSH) to meet need. By SSH, we mean homes which are specifically designated for occupation by residents who benefit from accommodation-based support. SSH provision takes several different forms of provision, responding to different levels of support need, and includes sheltered housing, independent living schemes (also known as extra care or assisted living), and residential care homes (including nursing homes). Often such housing schemes are restricted to adults aged 55 and over. Specialist provision also includes housing designed for, and restricted to, people with learning disabilities, physical and/or sensory impairments, support needs related to mental health, and complex needs that often require specialist support. Residents within specialist provision include adults of all ages.

ECC commissions accommodation-based care and support for Essex residents, and has duties to promote diversity and quality in provision of services for meeting care and support needs. While many Essex residents fund their own social care, public sector bodies are the largest customers of accommodation-based care. For example, ECC funded residential care for over 5,000 adults across all ages, in over 300

residential facilities in 2022-23. The NHS is also a major commissioner, and ECC works in partnership with Integrated Care Systems to assure the most appropriate care, support and accommodation is in place. ECC publishes a Market Position Statement which details the scale and nature of capacity and demand for accommodation provided and predicted for Essex. The strategy is to focus our work on prevention, early intervention, recovery and enablement and secure an increase in independent living, supported living and extra care accommodation.

ECC will liaise with LPAs to inform planning policy, and consider how opportunities for new SSH can be realised on sites with significant housing development. This includes consideration of private sector SSH under market tenures, and the need to deliver affordable housing tenures under SSH typologies. LPA policy will have regard to overall affordable housing requirements where planning applications include SSH which is classed as a residential institution (Use Class C2).

New residential development will generate a need for care and support, over time, from residents. Based on evidence of need, and where feasible within masterplans, ECC's preference is large-scale development to deliver a proportionate provision of SSH for predicted care and support needs arising. Where this new accommodation cannot be provided on-site, ECC will liaise with LPAs to secure financial contributions that enable capital funding for new SSH accommodation on alternative sites. ECC currently has a focus on development of specialist supported living schemes for adults with complex learning disabilities and autism and development of new extra care schemes primarily for older people. Essex Housing LLP, wholly-owned by ECC, has an active development programme and growing pipeline for such schemes.

6.2.3 Housing and neighbourhood design

In securing SSH within housing development, ECC may seek to influence specific design specifications for developers to follow, and for LPAs to secure through planning, to ensure that homes are well-suited to the needs of future residents. Appendix K provides a profile of site characteristics relevant to accommodation for older people and people with learning disabilities. Where possible, supported and specialist accommodation should be designed and built with a level of flexibility so that it can be adapted to meet alternative housing uses as needs change in the future.

Across all tenures, well-designed housing improves residents' quality of life and provides them with the opportunity to live within their home for longer as they age, and their mobility may deteriorate. It also supports residents living with disabilities, or who may encounter them, lead healthier and more independent lives, reducing the need for day-to-day support. The provision of accessible and well-designed housing reduces the need for those with support requirements to have to move into institutional residential care settings and enables carers to better provide support, including domiciliary care services (i.e. care at home) where required – which evidence shows is preferred by a vast majority of people in Essex.

Drawing on evidence of need, local planning policy will often secure a proportion of homes to building regulations standard M4(3) for wheelchair users. In July 2022 government confirmed that building regulations will be updated to mandate M4(2) to ensure that all new homes are accessible and adaptable. Accessibility considerations extend beyond the home ECC will liaise with LPAs to secure accessible urban design of neighbourhoods, and consider wider spatial planning, to assure appropriate access

to services and facilities for residents who may have limited mobility, disabilities, learning disabilities, or physical and sensory impairments. This could include making adequate provision for suitable lighting, street surfaces and furniture, and way-finding measures. Designing for an ageing population is an overarching theme within the Essex Design Guide, and national guidance, such as that published by the Royal Town Planning Institute on dementia, or Lifetime Neighbourhood guidance from government[9], provide useful design principles for developers to follow. To ensure homes and neighbourhoods are delivered to specific standards, commitments are often secured through Section 106 agreements.

Appendix J: Site characteristics profile for housing for older people and adults with learning disabilities

6.3. Protecting Biodiversity

The Essex Local Nature Recovery Partnership are preparing a Supplementary planning document (SPD). The purpose is to provide an overview and guidance on Biodiversity Net Gain (BNG). The content of the SPD will be designed to help developers, planning applicants, LPAs, decision makers, and landowners by summarising guidance on planning for and delivering BNG, signposting to detailed guidance, and setting out the Council's expectations for BNG. The SPD is currently in draft form and will be for Local Planning Authorities in Essex to adopt and adapt to suit local policy needs. The content of the SPD will help to provide a baseline for local planning authorities to work with, enabling a consistent approach to biodiversity net gain in Essex. The latest updates can be found online at www.essexnaturepartnership.co.uk

It should be noted that in respect of education land provided by developers to ECC as part of mitigating impacts on education infrastructure, developers are expected to account for BNG holistically for their development i.e., to include schools and other community buildings in the gain they deliver. Land transferred to ECC for education purposes should not be encumbered by BNG requirements.

6.4. Heritage Assets

ECC and Borough, City and District Councils engage in the protection of heritage assets within the county, and Place Services provides historic environment advice to some Essex local authorities and to ECC itself. Where developments will directly affect heritage assets, which are of national or regional significance, there will be potential for positive management and enhancements to be put in place and defined within a Section 106 Agreement.

6.5. Employment Sites

When applications are made in respect of employment sites it is recommended that the following could be applied:

Where employment floorspace is delivered alongside residential development, occupation of housing for each phase should be tied to **successful delivery of employment floorspace** (rather than simply marketing employment land). Where possible, pre-lets should be secured. Where this is not possible, the relevant district/borough council and ECC should be offered first refusal for multi-let space for start-up or grow-on businesses in order to secure its future.

Where non-residential floorspace is provided, **details of flexibility and adaptability** should be provided. Such measures may include floors that can cater to heavy point loads, ceiling heights that allow a variety of economic activity and provide potential for mezzanine floorspace, unit sizes and construction that facilitate subdivision, construction that facilitates cost-effective extensions.

Where appropriate, and particularly where new service centres are being established, **meanwhile uses** should be considered to mitigate the negative impacts of vacant land / floorspace.

6.6. Public Health

Public Health describes a range of initiatives concerned with improving health, protecting health and preventing poor health across all ages within the population. It is recognised that the built environment is a major influencer on health and wellbeing, and this is demonstrated through the NPPF Chapter 8 and Planning Policy Guidance. Upper-tier local authorities are responsible for improving the health of their local population and reducing health inequalities. ECC's Public Health team works to ensure that places in Essex are as supportive to healthier living as they can be, addressing the lifestyle, social and economic factors that are influenced by our environments. New developments should be inclusive, accessible and supportive of reducing health inequalities. In order to achieve these aims, the public health team works closely across the health and care system with partners from Communities, Social Care, the NHS, the Emergency Services Collaboration and Sport England.

Healthy Place-making should include:

Opportunities for increasing physical activity and active travel. This includes formal i.e., leisure centres, playing fields and formalised space for activity such as outdoor gyms, changing facilities and lighting and informal spaces i.e. walking/cycling/scooting routes and green space within development where spontaneous activity can occur such as play. These principles are supported via Active Design principles which are embedded throughout the Essex Design Guide.

- The design of homes and housing so that it is adaptable and accessible to all throughout their lives;
- Increasing access to healthier and local food growth opportunities through allotments, community growing space and local markets. It includes access to local amenities shops;
- Access to quality green and blue environments through parks, open green space, coastal and inland water spaces;
- Community and neighbourhood development through good design as promoted by the Essex Design Guide including opportunities to support the integration of existing communities to new communities;
- Environmental sustainability during both the construction and operational phases of development;
- Access to education, skills, training and employment and
- Access to NHS healthcare services- Public Health work closely with NHS estates and infrastructure teams across the County .

It is expected that the above principles are addressed through positive place-making and then assessed via a health impact assessment as per local planning authority policy. Health Impact Assessments (HIAs) are designed to highlight how the development will positively impact on health and wellbeing and allow for the early identification of potential unintended consequences. They also allow for the identification of groups that may be more at risk from the impacts of the development. HIA should align to the local health evidence base and relevant strategies in place.

Mitigation may be sought from a developer should a HIA identify unintended impacts and will, therefore, be site specific.

It is advised that early contact is made with Planning and Public Health teams within local authorities to discuss the application proposed and local HIA requirements. Further information on HIA and healthier places can be found via the EDG website.

6.7. NHS healthcare

Following the enaction of the Health and Care Act 2022, the NHS, local councils (including ECC) and other key partners came together across areas covering all of England to developer proposals to improve health and care, with a new approach to set up Integrated Care Systems. They formed new Integrated Care Partnerships with Integrated Care Boards to govern the new ICS approach and run services in a more coordinated ways, to agree system-wide priorities and to plan collectively how to improve residents' day-to-day-health.

There are three ICSs covering Essex:

1. **Mid and South Essex ICS** covers the local authority areas of Basildon, Braintree, Brentwood, Castle Point, Chelmsford, Maldon, Rochford, Southend and Thurrock.
2. **Hertfordshire and West Essex ICS** covers the Essex local authority areas of Epping Forest, Harlow and Uttlesford.
3. **Suffolk and North East Essex ICS** covers the Essex local authority areas of Tendring and Colchester.

Development growth will have a significant impact on the delivery of health care services across Essex. Although new models of care will see greater utilisation of existing public sector assets there remains a requirement to increase capacity by means of physical infrastructure, digital technology and clinical staffing levels.

In order to meet the needs of our future populations whilst making best use of existing assets one of the priorities of the NHS is to increase utilisation of existing infrastructure, which in some instances will see extension of operating hours and greater collaboration between providers. Whilst this may provide additional capacity, there will remain a gap in the availability of staff to provide services and digital technology to deliver new models of care.

To this end mitigation will be sought from new development for a range of uses and for a range of services to facilitate the delivery of appropriate levels of care across ICSs.

Traditionally developer mitigation from S106 /CIL was used to increase capacity within primary care, and in most instances resulted in a request for funding to increase physical infrastructure. The changing models of care and limited funding to deliver services for a growing and aging population will see a change in the use of mitigation, and funding may be utilised collectively within an acute setting to increase space or improve premises which are not within close vicinity of the development site but will be sited where residents of new development will be treated if/when necessary. Funds may also be used to fund one off costs to recruit and retain clinical personnel within the area, and for the benefit of the residents of the development funds may also be sought to introduce or expand digital technologies which will in turn increase capacity within local services.

All discussion and negotiations for mitigation from development sites will be approached on an individual basis and via discussion with the Local Planning Authority to ensure that mitigation requests are in alignment with the NPPF.

NHS Commissioners work closely with Public Health to ensure ECC objectives align, and that in collaboration information and guidance can be provided to developers to consider health and wellbeing in design regardless of the size of the proposed development.

6.8. Emergency Services

Through the delivery of effective police, fire and ambulance services, the emergency services have an important role in helping to build safe communities in Essex. They have a responsibility to respond to emergency situations, but also hold a firm interest in preventing such incidents occurring.

We anticipate that requests for contributions are likely to be made to local planning authorities on a case-by-case basis, particularly when there are new developments of a significant scale. There are, however, early opportunities to build safe communities, through design and infrastructure provision. The information below is intended to remind developers of the benefits of engaging at early design stages to ensure that these opportunities are maximised, keeping the costs of community safety to a minimum.

Essex Police

The extensive planned expansion of housing and infrastructure development, including the establishment of new Garden Communities, will have a significant impact on the demand for policing services. It is expected that increased revenue through any expanded council tax base will meet the costs of day-to-day resources, but this will not be sufficient to meet strategic needs, including the expansion of the policing estate with appropriate facilities and capabilities, such as custody suites, technology and infrastructure.

There are opportunities to consider land allocation and service supplies, as well as a strategic approach to crime prevention through the layout of housing and commercial development, which if considered at an early stage could reduce crime and enable a policing response to be efficient and effective.

Essex Police seek to:

- work with planners, architects, and developers to ensure that new developments in Essex provide a mix of well-designed homes, open spaces and neighbourhoods that include the prevention of Crime and Disorder through well-designed places and includes the provision of a sense of community and safety;
- work collaboratively with developers and relevant authorities to ensure that new developments are planned and designed to improve safety on the various road networks. This will include; the Safe System approach Vision Zero; redesigning speed limits; and preventing those Killed or Seriously Injured (KSI) and Road Traffic Collisions where possible; and
- Include infrastructure considerations to ensure and develop an efficient policing response in the future. The Essex Police Zero Emission Fleet and Infrastructure Strategy is committed to achieving a fully electrified vehicle fleet by 2035 and a community-based charging infrastructure is key in supporting extended patrols

and recharging vehicles during and after operations. The inclusion of charging facilities for emergency services use into development design allows expanded patrol areas and an increased visible policing presence, contributing to a safer environment for local communities and visitors.

As a key emergency service provider, Essex Police advocates to continuously adapt and reflect its practices to ensure that the service provided is efficient and effective in keeping our communities safe. With the policing landscape continually changing we welcome any opportunities to engage in the planning process to develop and enhance the county's policing provision.

Essex Police contact details for new developments and infrastructure change:

- Management of the Essex Police response to housing and infrastructure development: Strategic.Planning@essex.police.uk
- Secured by Design and Designing out Crime matters relating to new development: designingoutcrime@essex.police.uk
- Highways and strategic road network related matters: traffic.management@essex.police.uk .
- Police estate related enquiries: estateservicescustomerliaison@essex.police.uk

Essex County Fire and Rescue

Planned future developments and infrastructure projects will require adequate access from the public highway for fire fighting vehicles and equipment throughout the life cycle of the development to include construction, delivery, and where relevant decommissioning. With all new developments ECFRS is keen to see that modernisation of infrastructure design is utilised to promote community engagement, health and wellbeing, and the reduction of risk through continual engagement with our Prevention and Protection teams.

It is hoped that there would be opportunities to utilise land allocation in order to develop facilities to deliver health, wellbeing and prevention activities in collaboration with our partner agencies, as well as possible development and if necessary, expansion of the Fire Service estate to enable an effective and efficient response.

Access to infrastructure, such as water supply and power, is necessary for domestic and commercial buildings. Consideration must be given to ensuring access to fire hydrants with adequate volume and pressure of water.

East of England Ambulance

Any significant expansion of housing and supporting community infrastructure services will have a significant impact on the Ambulance Service within that area and

beyond e.g., specialist treatment. It is expected that the Ambulance Service will be able to access new funding to ensure that the appropriate response can be assured to new communities and not place an additional strain on current service levels. To deliver the required response to the public adequate access from the public highway for blue light calls is essential in all developments. Due to the current reconfiguration of the EAST Ambulance Service Estate, we would wish to have early discussions with developers with regards to the potential within developments to support new ambulance facilities where appropriate.

6.9. Public Art

Background.

Today it is now widely recognised that public art is an important factor in improving the aesthetics of our built environment, enhancing a sense of community and place, whilst also fostering community pride and ownership. All initiatives in the built environment can benefit from the skills and approach of an artist. These include opportunities for the local context to be creatively explored, community collaboration, site appraisals, contributing to design teams, master plans, architecture and other development partnerships.

Public Art has the ability to:

- Enhance the natural, built and historic built environment
- Increase social development - enabling people to investigate and celebrate local identity and/or issues, extending opportunities to participate and engage in culture through public art
- Assist in local economic development initiatives

Private developments have a major role to play in enhancing the environment for communities through the use of appropriate artwork

The contribution of development to public art.

Paragraph 8 of the NPPF includes a social objective which sets out a requirement to include cultural wellbeing within the planning system; the contribution of Public Art in delivering cultural wellbeing has been identified with guidance documents.

To be most effective, artists should be engaged at an early stage in shaping any proposition for development and, certainly, in advance of the submission of a planning application.

To secure opportunities and funding for Public Art it is necessary for a Local Planning Authority to produce a long-term policy and strategy which identifies where, when, how and why public art will be delivered as part of specific development sites and as part of the development of a place as a whole. Details of the policy and strategy must be included within the local planning authority's Local Plan.

Large developments may be asked to contribute through Section 106 Agreements or funding from CIL sought where levies are in place. Contributions through Section 106 agreements may thus be considered on a case-by-case basis within each Local Planning Authority.

ECC will encourage all private sector developments to include the integration of art within their schemes. This can manifest itself in many forms such as:

- Large scale, three-dimensional artworks such as sculpture or environmental land art providing a focal point aiding navigation or enhancing an area's identity
- Integrated artwork, incorporated into the architecture or public realm

- Smaller scale, high impact projects including street furniture, which can make a contribution by the sensitive use of fencing, paving, railings, security screening, tree grills, lighting and bollards.
- New media, performances or audio works as part of temporary installations or events.

Place Services lead the delivery of ECC's Public Art Strategy to ensure the work and skills of artists feature in the structures and functioning of new development, either as part of an ECC funded programme, through liaison with Districts, City and Borough Councils, or by acting as expert consultants for privately funded development. As these arrangements range from district to district, early consultation is strongly recommended. Contact Place Services at www.placeservices.co.uk or email enquiries to enquiries@placeservices.co.uk.

Appendix A: Section 106 Agreement Template

DATED **202[ ]**

SECTION 106 AGREEMENT

BETWEEN

(1) [ ]

and

(2) [ ]

and

(3) [ ]

and

(4) ESSEX COUNTY COUNCIL

under section 106 Town and Country Planning Act 1990 as amended

relating to land at [ ] [PP Ref]

Director for Essex Legal Services

Seax House

Victoria Road South

Chelmsford

Essex CM1 1QH

(ELS Ref:)

THIS AGREEMENT is made on 202[ ]

BETWEEN:

(1) **[ ] DISTRICT/CITY/ BOROUGH COUNCIL** of [ ] (the "**Council**");

(2) **ESSEX COUNTY COUNCIL** of County Hall Market Road Chelmsford Essex CM1 1QH (the "**County Council**");

(3) **[ ]** of [ ] (the **"Owner"**)

(4) **[ ]** of [ ] (the **" Developer"**)

INTRODUCTION:

(1) For the purposes of the 1990 Act, the Council and the County Council are the local planning authorities for the area within which the Site is located and the authorities who are entitled to enforce the obligations contained in this Agreement.

(2) The County Council is also the local education authority for early years and childcare and statutory age education and the local highway authority for the area in which the Site is located.

(3) [The County Council is also the local library authority for the provision of library services under the 1964 Act and the County Council is required to provide a comprehensive and efficient service for all persons resident working or studying in in the area in which the Site is located.]

(4) The Developer is the owner of the Site which forms the land registered at HM Land Registry with Freehold Title Absolute under Title Number [[subject only to the Charge] and has an interest in the Site within the meaning of Section 106 (9) (b) of the 1990 Act.

a. OR WHERE THE DEVELOPER IS NOT THE OWNER

(5) The Owner is the owner of the Site which forms the land registered at HM Land Registry with Freehold Title Absolute under Title Number [ ] [subject only to the Charge] and has an interest in the Site within the meaning of Section 106 (9) (b) of the 1990 Act and the Developer has agreed with the Owner subject to the satisfaction of certain conditions to purchase the Site.

(6) A Planning Application given the Reference Number [ ] has been made to the Council for planning permission for the Development on the Site.

(7) The Council and the County Council consider it expedient that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and the County Council consider that entering into this Agreement will be of benefit to the public.

(8) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council and or the County Council against the Owner [and or the Developer] and its successors in title.

(9) In order to satisfy the tests in Regulation 122 (2) of the Community Infrastructure Levy Regulations 2010 all of the parties are satisfied that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

(10) [The Bank consents to the giving by the Developer of the covenants in this Agreement and agrees that its interest in the Site shall be bound by them].

(11) [The Owner consents to the giving by the Developer of the covenants in this Agreement and agrees that its interest in the Site shall be bound by them].

NOW THIS AGREEMENT WITNESSES as follows:

1. OPERATIVE POWERS

1.1 THIS AGREEMENT is made pursuant to Section 106 of the 1990 Act as amended by the 1991 Act and 2004 Act and 2008 Act and 2011 Act to the intent that it shall bind the Owner [and or the Developer] and [its/their] successors in title and assigns and the persons claiming under or through it subject to Clause 12.18 of this Agreement.

1.2 The covenants restrictions and requirements imposed upon the Owner [and or the Developer] under this Agreement create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council and the County Council as local planning authorities against the Owner [and or the Developer].

1.3 This Agreement is conditional on the grant of the Planning Permission.

1.4 Nothing in this Agreement is intended to confer any benefit on any party other than the parties executing this Agreement.

1.5 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the 1972 Act and Section 1 of the 2011 Act and all other enabling powers.

1.6 In this Agreement:

(a) the clause headings do not affect its interpretation:

(b) unless otherwise indicated, references to recitals, clauses and Schedules are to recitals and clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

(c) references to any statute or statutory provision include references to:

(i) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

(ii) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

(d) references to the Site include any part of it;

(e) references to any party in this Agreement include the successors in title of that party. In addition, references to the Council and the County Council include any successor local planning authority exercising planning powers under the 1990 Act;

(f) "including" means "including, without limitation";

(g) words importing the singular meaning include the plural meaning and vice versa;

(h) words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner;

(i) any covenant by the Owner not to do any act or thing includes a covenant not to knowingly permit or allow the doing of that act or thing; and

(j) if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

1.7 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. DEFINITIONS

2.1 In this Agreement the following expressions shall have the following meanings:

[the 1964 Act means the Public Libraries & Museums Act 1964];

the 1972 Act means the Local Government Act 1972;

the 1980 Act means the Highways Act 1980;

the 1982 Act means the Local Government (Miscellaneous Provisions) Act 1982;

the 1990 Act means the Town and Country Planning Act 1990;

the 1991 Act means the Planning and Compensation Act 1991;

the 2004 Act means the Planning and Compulsory Purchase Act 2004;

the 2008 Act means the Planning Act 2008;

the 2011 Act means the Localism Act 2011;

Charge means the legal charge dated [ ] between the Owner [and or the Developer] [and the Bank];

Commencement means the carrying out on the Site of a material operation described in Section 56(4) of the 1990 Act PROVIDED ALWAYS for the purposes of this Agreement Commencement shall exclude demolition site survey investigation preparation remediation the removal of services or the erection of fences or hoardings and Commence shall mutatis mutandis be construed accordingly;

Commencement Date means the date on which the Development Commences (by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) (a-d) of the 1990 Act);

Completion Notice means the notice served by the Owner [and or Developer on the County Council pursuant to Clause [7.5.3];

County Council Monitoring Fee shall mean a fee of £700 (Seven Hundred Pounds) per obligation due to the County Council under this Agreement and for the avoidance of doubt this is a total of [£] ([ ] Pounds) (no VAT) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Agreement;

County Council Contribution means any payment made to the County Council pursuant to the obligations set out in this Agreement [save for the Residential Travel Information Fee and the [Residential/Workplace] Travel Plan Monitoring Fee];

Development means the development permitted by the Planning Permission to construct (*insert description*);

Dwelling means a house self-contained flat bungalow maisonette or other domestic property constructed as part of the Development or created by conversion of an existing building on the Site;

Notice of Commencement means the written notice served pursuant to Clause [7.5.1];

Occupation means occupation of a building constructed as part of the Development for the purposes permitted by the Planning Permission but excluding day time occupation by workmen involved in the construction of the Development or in so far as such uses are ancillary to the construction of the Development the use of finished buildings for sales purposes for use as temporary offices or for the storage of plant and materials and **Occupied** and **Occupy** shall mutatis mutandis be constructed accordingly;

Payment Notice means a written notice advising of a proposed payment served pursuant to Clause [7.5.2];

Planning Application means the application for planning permission for the carrying out of the Development carrying the reference [ ] and for the avoidance of doubt for the purposes of this Agreement the term Planning Application shall include any application(s) to vary a condition on the Planning Permission or any application(s) for reserved matters approval provided that such application(s) shall not change the Unit Mix if stated in the first Planning Application and shall relate substantially to the same development of the Site as is proposed under the aforementioned application reference number;

Planning Permission means the planning permission granted for the Development subject to conditions pursuant to the Planning Application;

Purpose means the relevant purpose or purposes defined in the Schedules to this Agreement for which each of the Contributions are to be utilised**;**

Sterling Overnight Index Average (SONIA) Rate means an assessment of the rate of interest the County Council can expect to earn on investments through the British sterling market, the rate used being the average interest rate at which banks are willing to borrow sterling overnight from other financial institutions and other institutional investors or such other rate as the County Council considers appropriate and SONIA Rate shall be construed accordingly;

Site means the area edged red on drawing [ ] attached hereto comprising of [([ ])] hectares of land;

Triggers means when [each of the County Council Contributions or part thereof are due to be paid to the County Council] OR [the Highway Works are to due to commence];

Working Days means any day(s) upon which banks in the City of London are open to the general public.

3 FORMAT

3.2 Where in this Agreement reference is made to a Clause Paragraph Schedule Plan or Recital such reference (unless the context otherwise requires) is a reference to a Clause Paragraph Schedule Plan or Recital of or in the case of a Plan attached to this Agreement

3.3 Where in any Schedule or Part of a Schedule reference is made to a Paragraph such reference shall (unless the context otherwise requires) be to a Paragraph of that Schedule or (if relevant) Part of a Schedule

3.4 References in this Agreement to the Developer [and the Owner] or any one or more of them shall include reference to their respective successors in title and to persons claiming through or under them

3.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

3.6 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner

3.7 Any reference to a statute a provision thereof a statutory instrument or such Specification Code of Practice or General Direction as is issued under statutory authority or by a Secretary of State shall include any modification extension consolidation or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.

3.8 Clause headings and Paragraph headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the parts of this Agreement to which they relate.

3.9 The word including shall mean including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word include and its derivatives shall be construed accordingly.

4. OBLIGATIONS OF THE PARTIES

4.1 The Owner [and or the Developer] so as to bind the Site covenants with the Council and the County Council to comply with the obligations restrictions and covenants set out in this Agreement and in the Schedules to this Agreement

4.2 The County Council covenants with the Owner [and or the Developer] to comply with the obligations set out in this Agreement and the Schedules to this Agreement

4.3 Representatives of the Council and the County Council may enter upon the Site at any reasonable time (and in the case of an emergency immediately) to ascertain whether the terms of this Agreement and of the Planning Permission are or have been complied with subject to complying with all health and safety requirements notified by the Owner [and or the Developer]

5. COMMENCEMENT

5.1 Save in respect of those Clauses and Paragraphs which will become operative on the date of this Agreement and in respect of obligations expressly in this Agreement requiring compliance prior to Commencement and which will become operative on the issue of the Planning Permission this Agreement will come into effect on the Commencement Date.

5.2 The Commencement Date and Commencement of Development will not be triggered by any of the following operations:

5.2.1 site investigations or surveys;

5.2.2 site decontamination;

5.2.3 the clearance of the Application Site;

5.2.4 works connected with infilling; or

5.2.5 works for the provision of drainage or mains services to prepare the Application Site for development.

5.2.6 erection of fencing or boarding;

5.2.7 erection of boards advertising the development; and

5.2.8 the construction of a site compound or marketing suite

6. TRANSFER OF INTERESTS

6.1 Upon passing an interest in the Site to a successor in title to the Site the Owner [and or the Developer] shall be released from all obligations rights and duties (save for liability in respect of any antecedent breach) pertaining to the relevant interest under the terms of this Agreement Provided That For The Avoidance of Doubt if the Developer [and the Owner] shall retain an interest in any part of the Site the Owner [and or the Developer] shall remain liable insofar as such liability relates to such retained interest

6.2 Otherwise than in relation to individual purchasers of dwelling houses the Owner [and or the Developer] shall give to the County Council within one month of the Owner [and or the Developer] disposing of any part of the land comprised in the Site written notice of the name and address of the person to whom the land has been transferred

6.3 The provisions of Clause 6.1 and 6.2 shall apply in relation to any successor in title of the Owner [and or the Developer] as the owner of the Site or any part thereof mutatis mutandis

7. NOTICES

7.1 The address for any notice or other written communication is as specified above in the case of each party hereto or (at the option of the recipient) such address as may be specified for service from time to time provided that the same is within the United Kingdom or (at the option of the party giving notice or other communication) the last-known place of abode or business in the United Kingdom of the recipient.

7.2 Any notice or other written communication to be served or given by one party upon or to any other under the terms of this Agreement shall be deemed to have been validly served or given if received by electronic mail AND delivered by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is sent to the email address stated and marked as follows for each recipient:

7.2.1 for the Developer to (*insert email address*) and marked for the attention of (*insert description of person*)

7.2.2 for the County Council marked for the attention of the s106 Officer Planning Service Place and Public Health County Hall Chelmsford CM1 1QH AND to development.enquiry@essex.gov.uk

7.2.3 for the Council to (*insert email address*) and marked for the attention of (*insert description of person*)

[7.2.4 for the Bank to (*insert email address*) and marked for the attention of (*insert description of person*)]

[7.2.5 for the Owner to (*insert email address*) and marked for the attention of (*insert description of person*)]

7.3 Unless the time of actual receipt is proved a notice demand or communication sent by the following means is to be treated as having been served

7.3.1 In the case of electronic mail in the absence of evidence of a delay at the time the message was sent

7.3.2 in the case of recorded delivery at the time delivery was signed for

7.4 If a notice demand or any other communication is served after 4.00 pm on a Working Day or on a day that is not a Working Day it is to be treated as having been served on the next Working Day

7.5 The Owner [and or the Developer] shall serve on the County Council

7.5.1 the Notice of Commencement not less than three (3) months prior to Commencement stating the expected Commencement Date an estimate of the Triggers and any further information stipulated in the Schedules to this Agreement

7.5.2 the Payment Notice between sixty (60) and thirty (30) Working Days prior to the date that each and any payment is due to be made to the County Council under this Agreement stating the date that such payment becomes due and any further information stipulated in the Schedules to this Agreement

7.5.3 the Completion Notice within 30 Working Days of all Dwellings being Occupied for the first time stating the date that the last Dwelling was Occupied for the first time and any further information stipulated in the Schedules to this Agreement and for the avoidance of doubt any dispute regarding any notice to be served under this Agreement may be resolved through the 2 mechanisms set out in [Clause 8] of this Agreement.

7.5.4 to serve on the County Council notice of Occupation of the first Dwelling within 1 (one) month thereof and on a 6 (six) monthly basis thereafter indicating the Unit Mix of Occupied Dwellings the Unit Mix of Dwellings that are completed but not Occupied the Unit Mix of Dwellings that are under construction and the Unit Mix of Dwellings where construction work has yet to start at the time the notice is served

8. DETERMINATION OF DISPUTES

8.1 Subject to Clause 8.7 if any dispute arises relating to or arising out of the terms of this Agreement either party may give to the other written notice requiring the dispute to be determined under this Clause 8 and the notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute

8.2 For the purposes of this Clause 8 a Specialist is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to the matters in dispute

8.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power with the right to take such further advice as he may require to determine the appropriate type of Specialist and to arrange his nomination under Clause 8.4

8.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation

generally recognised as being responsible for the relevant type of Specialist who will have the power with the right to take such further advice as he may require to determine and nominate the appropriate Specialist or to arrange his nomination and if no such organisation exists or the parties cannot agree the identity of the organisation then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute)

8.5 The Specialist is to act as an independent expert and

8.5.1 each party may make written representations within twenty (20) Working Days of his appointment and will copy the written representations to the other party

8.5.2 each party is to have a further fifteen (15) Working Days to make written comments on the others representations and will copy the written comments to the other party

8.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require

8.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other

8.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision which is to be in writing and is to give reasons for his decision and

8.5.6 the Specialist is to use all reasonable endeavours to publish his decision within twenty (20) Working Days from the last submission of evidence

8.6 Responsibility for the costs of referring a dispute to a Specialist under this Clause 8 including costs connected with the appointment of the Specialist and the Specialists own costs but not the legal and other professional costs of any party in relation to a dispute will be decided by the Specialist

8.7 This Clause 8 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts of England.

8.8 The balance of money in the account or accounts into which the County Council has paid any County Council Contribution shall not be subject to return by the County Council to the original paying party in the event that the original paying party or liable person has a winding-up petition or a petition for an administration order presented against it. This shall also be the case if the original paying party passes a winding-up resolution or an administrative receiver or a receiver or a receiver and manager is

appointed in respect of the Site or any part of it or the original paying party or such liable person or that they shall enter into any arrangement, scheme, compromise, moratorium, or composition with creditors or any of them (save where expressly provided otherwise) in paragraph [ ] of Schedule [ ].

[9. BANK'S CONSENT

9.1 The Bank consents to the terms of this Agreement and acknowledges that subject as provided by this Agreement the Bank's interest in the Site shall be bound by the covenants restrictions and obligations contained in this Agreement as if it had been executed and registered as a land charge before the creation of the Bank's interest in the Site

9.2 The Bank shall not be personally liable for any breach of the covenants restrictions and obligations contained in this Agreement

(a) unless committed or continuing at a time when the Bank is in possession of all or any part of the Site

(b) save in the event that the Bank becomes successor in title to the Owner [and or the Developer] at any time before the Owner [and or the Developer] has fully performed all its obligations under this Agreement]

[10. OWNER'S CONSENT

10.1. The Owner consents to the giving by the Developer of the covenants in this Agreement and agrees that its interest in the Site shall be bound by them]

11. COSTS OF THIS AGREEMENT

11.1 The Owner [and or the Developer] covenants to pay prior to or upon completion of this Agreement to the County Council its reasonable and proper costs in connection with the preparation, negotiation and completion of this agreement.

11.2 The Owner [and or the Developer] covenants to pay prior to or upon completion of this Agreement to the Council its reasonable and proper costs in a sum not to exceed [£] (no VAT) in connection with the preparation, negotiation and completion of this agreement.

11.3 The Owner [and or the Developer] covenants to pay to the County Council the County Council Monitoring Fee on or before the Commencement Date

12. TERMINATION

12.1 This Agreement will come to an end if:

12.1.1 The Planning Permission is quashed revoked or otherwise withdrawn or otherwise materially modified without the consent of the Developer [and or the Owner] before Commencement so as to render this Agreement irrelevant impractical or unviable; or

12.1.2 the Planning Permission expires.

13. GENERAL

13.1 Unless otherwise specified where any agreement certificate consent permission expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the same shall not be unreasonably withheld or delayed or imposed (as the case may be) but may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement certificate consent permission expression of satisfaction or other approval shall at all times act reasonably and where any payment of costs or other payments are to be made by the Owner [and or the Developer] to the County Council and or the Council such costs and other payments shall be deemed to be reasonable and proper.

13.2 Any covenant by the Owner [and or the Developer] not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.

13.3 No compensation shall be payable by the Council or the County Council to any party to this Agreement or their successors in title arising from the terms of this Agreement and unless specified otherwise in this Agreement all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner [and or the Developer] and at no cost to the Council or the County Council

13.4 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax (VAT) properly payable PROVIDED ALWAYS THAT if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

13.5 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the County Council and the Council in the exercise of their functions in

any capacity and the rights powers duties and obligations of the County Council and the Council under private public or subordinate legislation may be effectively exercised as if neither were a party to this Agreement and in particular neither shall be precluded from entering into any agreement under the 1980 Act and/or the 1990 Act with any other party and shall not be deemed to be in breach of this Agreement by so doing.

13.6 Any agreement obligation covenant or undertaking contained herein by any of the parties which comprise more than one person or entity shall be joint and several and where any agreement obligation covenant or undertaking is made with or undertaken towards more than one person it shall be construed as having been made with or undertaken towards each such person separately [and where the Owner [and or the Developer] are different persons agreements obligations covenants and undertakings given by either shall be deemed to be given jointly and severally by both].

13.7 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties.

13.8 No variation to this Agreement shall be effective unless made by Deed or pursuant to the determination of an application made under Section 106A of the 1990 Act or an appeal under section 106B of the 1990 Act.

13.9 The failure by any party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

13.10 This Agreement shall be enforceable as a local land charge and shall be registered as such immediately by the Council and the Council covenants with the Owner and or the Developer that it will note the local land charges register and the planning register following the occurrence of the compliance performance and satisfaction of all of the said obligations.

13.11 This Agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English and Welsh Courts.

13.12 It is hereby agreed and declared that a person who is not a party to this Agreement shall not be entitled in his own right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.13 This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each of those counterparts when

executed and delivered shall constitute an original but all the counterparts together shall constitute one and the same instrument.

13.14 Where the Agreement comes to an end under Clause 12.1.1 the Council is on the written request of the Owner and or the Developer to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site.

13.15 This Agreement shall not be enforceable against

13.15.1 Owner-occupiers of individual dwellings or other buildings constructed

13.15.2 Any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity gas water drainage telecommunications education services community facilities transport or public services

13.16 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

13.17 This Agreement shall not be construed as limiting any right to develop any part of the Site in accordance with any planning permission granted by the Council or the County Council or by the First Secretary of State on appeal or reference to him after the date of this Agreement .

13.18 Each party irrevocably agrees that the courts of England and Wales shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Agreement or its subject matter or formation.

14. EXECUTION

14.1 The parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE [1]

The Education Contribution

1. IN THIS SCHEDULE UNLESS THE CONTEXT REQUIRES OTHERWISE THE FOLLOWING WORDS AND EXPRESSIONS SHALL HAVE THE FOLLOWING MEANING:

Early Years and Childcare Contribution means the Early Years and Childcare Pupil Product multiplied by the cost generator of (*insert amount*) pounds sterling (£XX) to which the Relevant Education Indexation shall be added;

Early Years and Childcare Product means the sum of Qualifying Flats multiplied by 0.045 plus the Qualifying Houses multiplied by 0.09;

Early Years and Childcare Purposes means the design (including feasibility work) and or delivery and or provision of facilities for the education and/or childcare of children between the ages of 0 to 5 (both inclusive) including those with special educational needs within a 3 mile radius of the Development and including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Early Years and Childcare Contribution;

Education Contribution means the sum of the [Early Years and Childcare Contribution and the Primary Education Contribution and the Secondary Education Contribution and the School Transport Contribution];

Education Index means the Department for Business Innovation and Skills Tender Price Index of Public Sector Building Non-housing (PUBSEC Index) or in the event that the PUBSEC Index is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

Education Index Point means a point on the most recently published edition of the relevant index at the time of use;

Education Purposes means, [the Early Years and Childcare Purposes and the Primary Education Purposes and the Secondary Education Purposes and the School Transport Purposes];

Flat means a Dwelling that occupies a single floor and /or does not benefit from private open space for the exclusive use of the residents of the Dwelling and no other persons;

House means a Dwelling that does not meet the definition of a Flat;

Primary Education Contribution means the Primary Pupil Product multiplied by the cost generator of (*insert amount*) pounds sterling (£[ ]) to which the Relevant Education Indexation shall be added;

Primary Education Purposes means the design (including feasibility work) and or delivery and or provision of facilities for the education and/or childcare of children between the ages of 4 to 11 (both inclusive) and including those with special educational needs within a 3 mile radius of the Development and or at a facility that in the opinion of the County Council serves the Development and including the reimbursement of capital funding for such provision made by the County Council and or the County Council's nominee in anticipation of the Primary Education Contribution;

Primary Pupil Product means the sum of the Qualifying Flats multiplied by 0.15 plus the Qualifying Houses multiplied by 0.3;

Primary School Transport Contribution means the Primary Pupil Product multiplied by the cost generator of (*insert pounds*) pounds sterling and (*insert pence*) pence (£ [ ]) multiplied by one hundred and ninety (190) (being the average days in an academic year) multiplied by seven (7) (being the number of years a pupil is in primary school);

Primary School Transport Purposes means the transportation of children generated by the Development to a primary school with capacity;

Qualifying Flats means the number of Flats that shall be constructed on the Site that have two or more rooms that may by design be used as bedrooms;

Qualifying Houses means the number of Houses that shall be constructed on the Site that have two or more rooms that may by design be used as bedrooms;

Qualifying Housing Units means the Qualifying Houses and Qualifying Flats;

Relevant Education Indexation means the amounts that the Owner [and or the Developer] shall pay with and/or agree in addition to each part of the Education Contribution paid that shall in each case equal a sum calculated by taking the amount of the Education Contribution being paid and multiplying this amount by the percentage change in the Education Index between the Education Index Point pertaining to [month] [year] and Education Index Point pertaining to the date payment is made to the County Council;

Secondary Education Contribution means the Secondary Pupil Product multiplied by the cost generator of (*insert amount*) pounds sterling (£[ ]) to which sums the Relevant Education Indexation shall be added;

Secondary Education Purposes means the design (including feasibility work) and or delivery and or provision of facilities for the education and/or childcare of children between the ages of 11 to 19 (both inclusive) and including those with special educational needs within a 3 mile radius of the Development and or at a facility that in the opinion of the County Council serves the Development and including the reimbursement of capital funding for such provision made by the County Council and or the County Council's nominee in anticipation of the Secondary Education Contribution;

Secondary Pupil Product means the sum of the Qualifying Flats multiplied by 0.1 plus the Qualifying Houses multiplied by 0.2;

School Transport Contribution means [the Primary School Transport Contribution and the Secondary School Transport Contribution];

Secondary School Transport Contribution means the Secondary Pupil Product multiplied by the cost generator of (*insert pounds*) pounds sterling and (*insert pence*) pence (£[ ]) multiplied by one hundred and ninety (190) being the average days in an academic year multiplied by five (5) (being the number of years a pupil is in secondary school);

Secondary School Transport Purposes means the transportation of children generated by the Development to a secondary school with capacity;

Sterling Overnight Index Average (SONIA) Rate means an assessment of the rate of interest the County Council can expect to earn on investments through the British sterling market, the rate used being the average interest rate at which banks are willing to borrow sterling overnight from other financial institutions and other institutional investors and SONIA Rate shall be construed accordingly;]

Unit Mix means the number of Qualifying Flats and the number of Qualifying Houses and the number of Dwellings that by definition shall not be counted as Qualifying Flats or Qualifying Houses.

2. The Owner [and or the Developer] hereby covenant with the County Council so as to bind their interest in the Site as follows:

2.1 to pay one hundred percent (100%) of the Education Contribution to the County Council prior to Commencement of Development;

2.2 not to cause allow or permit Commencement of Development unless and until one hundred percent (100%) the Education Contribution has been paid to the County Council in full;

2.3 In the event that the Education Contribution is paid later than dates set out in paragraph [2.1 and 2.2] then the amount of the Education Contribution or part thereof payable by the Owner [and or the Developer] shall in addition include either an amount equal to any percentage increase in build costs shown by the Education Index between the Education Index Point prevailing at the date of payment is due and the Education Index Point prevailing at the date of actual payment multiplied by the Education Contribution due or if greater an amount pertaining to interest on the Education Contribution or part thereof due calculated at the SONIA Rate from the date of payment is due until the date payment of the Education Contribution is received by the County Council; and

2.4 In addition to the requirement of paragraph [2.3] above in the event that any sum due to be paid by the Owner [and or the Developer] to the County Council pursuant to this Deed should not be received by the County Council by the date that the sum is due then the Owner [and or the Developer] hereby covenant to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50)

for each and every letter sent to the Owner [and or the Developer] pursuant to the debt.

3. The Notice of Commencement shall in addition to that information stipulated in clause [7.5.1] to this Agreement state the Unit Mix and in the event that the Unit Mix constructed or to be constructed should at any time differ from the Unit Mix notified to the County Council then the Owner [and or the Developer] shall serve on the County Council a further notice stating the revised Unit Mix within ten (10) Working Days of the revised Unit Mix being decided and in the further event that the Owner [and or the Developer] fails to serve any notice set out in this Paragraph [3] of this Schedule [ ] the County Council may estimate and determine the Unit Mix as it sees fit acting reasonably.

4 The Payment Notice stipulated in clause [7.5.2] to this Agreement shall state the Unit Mix on which the payment is to be based.

5 The Completion Notice stipulated in clause [7.5.3] to this Agreement shall state the final Unit Mix.

6. The County Council hereby covenants with the Owner [and or the Developer] as follows:

6.1 To place the Education Contribution when received into an interest-bearing account and to utilise the same solely for the Education Purposes;

6.2 If requested in writing by the Owner [and or the Developer] no sooner than the tenth (10th) anniversary of the date that the Education Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Education Contribution any part of the relevant Education Contribution that remains unexpended when the Education Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of any Education Purposes the unexpended part of the Education Contribution shall not be repaid until such payment is made and the unexpended part of the Education Contribution to be repaid shall not include such payment;

6.3 Upon receipt of a written request from the Owner [and or the Developer] prior to the eleventh (11th) anniversary of the date of receipt of the Education Contribution in full the County Council shall provide the Owner [and or the Developer] with a statement confirming whether the Education Contribution have been spent and if the Education Contribution has been spent in whole or in part outlining how the Education Contribution have in whole or in part been spent.

7. It is hereby agreed and declared:

7.1 In the event that the Unit Mix to be constructed on the Development does not match the Unit Mix on which the Education Contribution or part thereof paid was based the Owner [and or the Developer] hereby covenant to pay to the County Council as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Education Contribution paid and the amount of the Education Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by the County Council form part of the Education Contribution;

7.2 Any dispute in relation to how the Education Contribution has been spent must be raised in writing by the Owner [and or the Developer] and received by the County Council within twenty (20) Working Days of receipt by the Owner [and or the Developer] of the County Council's statement referred to in paragraph [6.3] and shall clearly state the grounds on which the expenditure is disputed;

7.3 In the event that no written request is received by the County Council from the Owner [and or the Developer] pursuant to paragraph [6.2] above or no valid dispute is raised by the Owner [and or the Developer] pursuant to paragraph [7.2] the Owner [and or the Developer] shall accept the Education Contribution has been spent in full; and

7.4 In the event that the Education Contribution is overpaid by the Owner [and or the Developer] then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Education Contribution or have entered into a legally binding contract or obligation to spend the Education Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Site or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner [and or the Developer] (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner [and or the Developer] of such overpayment.

SCHEDULE [2]

EDUCATION LAND SCEHDULE.

DEFINITIONS

1. In this Schedule the following expressions shall have the following meanings:

Collateral Warranties means deeds of collateral warranties in a form reasonably required and provided by the County Council and or the County Council's Nominee in relation to the Education Site Works from (where applicable):
a) the appointed design and build contractor and or the Professional Team and all sub-contractors; or
b) where the Owner [and or the Developer] undertakes the Education Site Works, the Owner, Professional Team and all sub-contractors;

Competent Authority means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers;

County Council's Nominee means any person(s) company (ies) body (ies) or organisation(s) that the County Council shall employ fund or work in partnership with and or in connection with the design construction commissioning running or maintenance of the Education Facility and for the avoidance of doubt the County Council's Nominee may include any providers of free state education or childcare of any type;

Contracts means the contracts entered into by the Owner [and or the Developer] in relation to the Education Site Works including (but not limited to) sub-contracts and any appointments with the Professional Team and Collateral Warranties;

County Council's Surveyor means such surveyor or other consultant appointed by the County Council from time to time to monitor the Education Site Works;

Education Facility means indoor and outdoor facilities for education childcare sports and ancillary uses (paid or otherwise) commensurate to the capacity of the Education Site;

Education Site means the [(xx)] hectares (ha) of usable land identified edged [red] on the 'Education Site' drawing [*insert number*] appended to this Schedule at Appendix [1];

Education Site Access Plan means a plan setting out the location design and specification of routes on the Site that are or shall prior to the opening of the Education Facility be adopted as public highways and which shall provide to the boundary of and at level with the Education Site without ransom-strip unrestricted separate:

(a) pedestrian access via a paved pedestrianised public area of at least two hundred (200) metres square abutting the boundary of the Education Site and not contiguous with any road highway car-park or area where vehicles except for emergency vehicles may enter and
(b) a separate vehicular access to the boundary of the Education Site for construction grounds maintenance and emergency vehicles and

(c) a separate vehicular access to the boundary of the Education Site for parking delivery and emergency access and

(d) any additional such access infrastructure that the County Council may reasonably require to adequately and properly serve and service the Education Site;

Education Site Notice means the notice that the County Council may serve on the Owner [and or the Developer] pursuant to Paragraph [5] of this Schedule;

Education Site Option Period means a period of time starting with the date that [twenty (20)] Dwellings are Occupied for the first time and ending ten (10) years after the date the Completion Notice is validly served;

Education Site Specification means the criteria set out in the 'Education Site Specification' appended to this Schedule at Appendix [3] with which the Education Site must comply;

Education Site Transfer Terms means all terms and conditions in this Agreement to be met by the Owner [and or the Developer] to facilitate the transfer of the Education Site to the County Council or to the County Council's Nominee;

Education Site Utility Plan means a plan setting out the design specification and layout of Utilities infrastructure that shall meet the County Council's requirements to properly and sufficiently serve the Education Facility and shall be provided by the Owner [and or the Developer] to the boundary of the Education Facility at points specified by the County Council and that shall where specified provide the capacities set out in the 'Minimum Education Site Utility Capacities' appended to this Schedule as a minimum;

Education Site Works means all reasonable works required to render the Education Site congruent to the Education Site Specification and fit for an Education Facility in all respects to the satisfaction of the County Council;

Law means but is not limited to any applicable Act of Parliament, statutory legislation, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978 (as amended), exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bylaw, regulatory policy, guidance or industry code, judgment of a relevant Court of law, or directives or requirements of any Regulatory Body of which the Provider is bound to comply and any reference to **Laws** shall be construed accordingly;

Minimum Insurance Requirements means the minimum insurance requirements set out at Appendix [2] of this Schedule [ ]**;**

Notice of Completion of Making Good means the certificate or written statement issued by the Owner [and or the Developer] or in accordance with the Building Contract certifying that any defects, shrinkages or faults appearing in the Works during the Rectification Period have been made good**;**

Professional Team means the architects, structural engineers, mechanical and electrical engineers and any other consultant or subcontractor with design responsibility from time to time employed by the Building Contractor or the Owner [and or the Developer] as applicable, in connection with the carrying out and completion of the Works;

Practical Completion in this Schedule [ ] means the issue of a Practical Completion Statement issued by the relevant architect, builder or contractor confirming the point at which the Education Site Works have been completed, inspected and agreed by the County Council and available to be occupied for use as an Education Facility with all services connected and access to and from any common areas of the Development required to access the Education Site except for minor defects that can be put right without undue interference or disturbance to the occupiers of the Education Site;

Practical Completion Statement means the written statement issued in accordance with the Contracts stating that Practical Completion has occurred according to the terms of the Contracts and setting out the date on which Practical Completion occurred where the Owner [and or the Developer] has appointed a contractor to carry out the Education Site Works; or the Owner [and or the Developer] stating that Practical Completion has occurred where the Owner [and or the Developer] has carried out the Education Site Works;

Rectification Period means a period of 2 years following Practical Completion of Education Site Works;

Requisite Consents means planning permission (any conditions attached to planning permission), [Reserved Matters approval]; building regulation approvals, by-law approvals, and any other consents, licences and authorisations required from any Competent Authority for the carrying out of the Education Site Works;

Remedial Works means works required to render the Education Site congruent to the Education Site Specification and as an Education Facility; and

Utilities means gas water electricity telephone broadband foul drainage and surface water drainage (including such legal rights as the County Council considers necessary for the discharge of surface water over adjoining land) and any and all other media services and or utilities as may in the County Council's reasonable view be appropriate with appropriate rights to use all relevant delivery infrastructure

2. From the date of this Agreement the Owner [and or the Developer] hereby covenants with the County Council so as to bind their interest in the Site as follows:

2.1 not to use or allow or permit any works or activities to be carried out on the Education Site that may render the Education Site unsuitable for use as an Education Facility in any way or add to the cost or time taken to construct an Education Facility including for the avoidance of doubt storage and or car parking;

2.2 to share with and provide at no cost to the County Council and or the County Council's Nominee as appropriate any relevant data studies surveys drawings reports mapping and or other evidence held that may be of assistance in the design and or construction and or commissioning of an Education Facility on the Education Site that shall for the avoidance of doubt include such information pertaining to topography ecology archaeology contamination arboriculture noise and Utilities including depths invert levels and manhole locations;

2.3 to agree the form of the Collateral Warranties with the County Council prior to entering into those Contracts and provide Collateral Warranties backed by appropriate insurance in a form as agreed by the County Council for the benefit of the County Council and or the County Council's Nominee and to meet the minimum specification outlined in paragraph [5.6] below;

2.4 not to create or grant any encumbrances on or over the Education Site without the written consent of the County Council;

2.5 if in the reasonable opinion of the County Council there are any other encumbrances that would detriment and or severely delay the transfer of the Education Site to the County Council pursuant to this Schedule [ ] then the Owner [and or the Developer] shall be required to use their best endeavours (at their own cost) to release remove and or vary such encumbrances prior to the service of the Education Site Notice and or as directed by the County Council acting reasonably;

2.6 to consent to and to promptly register the following restriction against the Education Site at the Land Registry:

"[No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Essex County Council of County Hall, Market Road, Chelmsford, Essex CM1 1QH or their conveyancer that the provisions of paragraphs 2.4, 2.5, 2.7 and 3 (if it is amended to include an obligation on the part of the Owner/Developer to offer the land prior to completion of a specific milestone) of Schedule [ ] to an Agreement dated [ ] and made between [ ] have been complied with or that they do not apply to the disposition."

2.7 not to obtain any Reserved Matters approval that relates to land congruent with the Education Site or in relation to any services required for the Education Site without the prior written approval from the County Council; and

2.8 prior to the submission of any Reserved Matters Application pursuant to the Planning Permission [and at any rate within 6 months of the date of service of the Education Site Notice whichever is sooner] and relating to any land contiguous with the Education Site boundary and /or which may materially impact agreement of the Education Site Utility Plan and/or the Education Site Access Plan to agree in writing with the County Council the Education Site Utility Plan and the Education Site Access Plan ensuring always that there are no ransom strips that prevent full access to the Education Site or use of Utilities;

3. At any time during the Education Site Option Period the County Council may at the County Council's total discretion serve the Education Site Notice on the Owner [and or the Developer].

4. On service of the Education Site Notice the Owner [and or the Developer] further covenant[s] with immediate effect:

4.1 to grant to the County Council and the County Council's nominee of the right to the free and uninterrupted use passage and running of all Utilities and the like over through and along all Utilities infrastructure (permanent and or temporary) and the like which shall at the time exist or which shall within eighty (80) years of the Commencement Date exist on the Site and if required by the County Council (acting reasonably) grant such legal rights as the County Council considers necessary for the discharge of surface water through land adjacent to and in the vicinity of the Education Site and to ensure the form of transfer of the Education Site includes all of the above rights;

4.2 to grant to the County Council and the County Council's Nominee of the free and uninterrupted rights of way with or without vehicles and for all purposes over any roads or routes (temporary or permanent) on the Site constructed or to be constructed within a period of eighty (80) years from the Commencement Date which are intended for public or construction use and to ensure the form of transfer of the Education Site includes all of the above rights; and

4.3 to obtain the written approval of the County Council in relation to the Education Site Specification and prior to the commencement of the Education Site Works, the Owner [and or the Developer] shall provide the County Council with a build programme for the Education Site Works within [30 working days] of receipt of the Education Site Notice;

5. The Owner [and or the Developer] further covenants to within [six (6)] months of the date on which the Education Site Notice is served:

5.1 with all due diligence to undertake and complete in full the Education Site Works to the County Council's satisfaction;

5.2 to keep the County Council informed of progress of the Education Site Works and provide the County Council with access to Education Site in order to monitor construction and compliance with the Education Site Specification and this Agreement;

5.3 to allow and grant the County Council and or the County Council's Nominees free uninterrupted access to the Education Site with or without vehicles plant and machinery for the purposes of investigation or verification that the Education Site Works have been satisfactorily completed and or for the purposes of carrying out works for the laying out of playing fields or any other works which the County Council may reasonably require in pursuit of the establishment of an Education Facility;

5.4 to provide to the boundary of the Education Site at points agreed by the County with rights to use adequate infrastructure sufficient to bring suitable and adequate electricity and water and drainage (foul and surface water) to the Education Site for uninterrupted construction and commissioning of the Education Facility until such time as connection to all permanent Utilities is provided pursuant of Paragraph 6.1 of this Schedule and until such permanent Utilities have been commissioned rendering the temporary supplies unnecessary ensuring always that there is no break in supply from such Utilities to the Education Site during any required changeover;

5.5 to provide and grant to the County Council and the County Council's Nominee access over a temporary route and surface suitable for the free and uninterrupted passage ingress and egress of plant machinery vehicles and pedestrians over the Site from the existing maintainable highway to the boundary of Education Site such route being agreed between the Owner [and or the Developer] and the County Council which shall remain in existence and be maintained at the Owner's [and or the Developer's] expense until such time as a permanent maintainable highway has been provided over such route and which is open to the public to the boundary of the Education Site pursuant to Paragraph [6.2] of this Schedule;

5.6 to provide Collateral Warranties for the benefit of the County Council and or the County's Nominee and for a period of 12 years from Practical Completion of the Education Site Works each of which:

a) shall be in a form to be agreed with the County Council prior to entering into the Contracts;

b) are entered into as a deed;

c) warrants that:

i) the Building Contractor, Professional Team and any Sub Contractors have complied and will continue to comply with the Contracts; or

ii) the Owner [and or the Developer] has complied and will continue to comply with its obligations set out in this Schedule [ ]

d) includes obligations to exercise reasonable skill and care in carrying out any design;

e) includes obligations to exercise reasonable skill and care not to use or specify for use any deleterious materials;

f) meets the Minimum Insurance Requirements;

g) grants to the beneficiary an irrevocable and royalty-free licence to use any intellectual property rights in relation to the Works vested in the Owner [and or the Developer], Building Contractor, any Sub-contractor and the Professional Team;

h) contains no exclusions that affect the liability of the Owner [and or the Developer], Building Contractor, Sub- Contractor or Professional Team to the beneficiary;

i) provides to the beneficiary the right to assign the Collateral Warranties; and

j) includes step-in rights.

5.7 The Owner [and or the Developer] shall take any action reasonable required by the County Council within [30 working days] of written request from the County Council acting reasonably] to enforce the Contracts and shall be responsible for all associated costs where:

a) it is not legally possible for Collateral Warranties to be obtained; and

b) there is a genuine default or defect with the Education Site Works.

5.8 The Owner [and or the Developer] shall procure that:

5.8.1 the County Council is given at least 20' prior written notice ~~of the intention~~ to inspect the Education Site Works and shall allow the County Council and the County Council's Surveyor to attend the inspection prior to the issuing of the Practical Completion Statement;

5.8.2 a copy of the Practical Completion Statement is given to the County Council as soon as practicable after its issue together with a copy of any accompanying snagging list; and

5.8.3 The issue of the Practical Completion Statement shall be conclusive evidence binding on the parties that the Education Site Works have been completed, subject to the Owner's [and or the Developer's] obligations during the Rectification Period and without prejudice to any outstanding breach by the Owner [and or the Developer] of the terms of this Agreement.

5.9 During the Rectification Period:

5.9.1 The Owner [and or the Developer] shall remedy or procure the remedy of any defects, shrinkages or faults appearing in the construction of the Education Site Works during the Rectification Period including those notified by the County Council's Nominee; and

5.9.2 The Owner [and or the Developer] shall, in a timely manner, make good any snagging issues. Snagging to be limited to standard or defective workmanship, product failure or latent defects as agreed between the Owner [and or the Developer] and the County Council's approved inspector before snagging work is carried out

5.9.3 the County Council or the County Council's Surveyor may make written representations to the Owner [and or the Developer] identifying defects, shrinkages or faults in the Education Site Works, and the Owner [and or the Developer] shall remedy or shall enforce the contractor's obligations under the Contracts to remedy any defects, shrinkages or faults appearing in the Education Site Works during the Rectification Period including those notified by the County Council.; and

5.9.4 In the event of dispute regarding defective works, the parties agree to follow the provisions of Clause 9 (Disputes Provisions).

5.10 The Owner [and or the Developer] shall procure that:

5.10.1 the County Council is given at least 20 Working Days' notice to inspect the Education Site Works and shall procure that the County Council and the County Council's Surveyor are permitted to attend the inspection prior to the issuing of the Notice of Completion of Making Good; and

5.10.2 the County Council is given a copy of the Notice of Completion of Making Good as soon as practicable after its issue.

5.11 In the event that the Education Site is found by the County Council not to meet the Education Site Specification in full the County Council or the County's Nominee shall be entitled to:

5.11.1 access the Education Site and carry out Remedial Works; and

5.11.2 recover all costs reasonably incurred by the County Council or the County's Nominee and any incidental expenses in connection with the Remedial Works from the Owner [and or the Developer] and or the Owner's [and or the Developer's] Guarantor within twenty eight (28) days of completion of the Remedial Works

5.12 The Owner [and or the Developer] hereby covenants with the County Council:

5.12.1 to complete the transfer of the Education Site to the County Council or if so directed by the County Council to the County Council's Nominee free from all encumbrances and restrictions and overages and on the Education Site Transfer Terms in exchange for consideration not exceeding in total the sum of one pound sterling (£1) the form of transfer which shall be provided by the County Council and agreed by the parties acting reasonably;

5.12.2 to pay the legal costs and disbursements incurred by the County Council for all aspects of the legal process to include but not limited to legal costs in connection with the preparation, negotiation and completion of the Collateral Warranties; and

5.12.3 to pay the costs of the County Council's Surveyor including but not limited to all inspection fees.

6. The Owner [and or the Developer] hereby covenant to within eighteen (18) months of the date on which the Education Site Notice is served [and prior to and or on the date of the Transfer of the Education Site to the County Council whichever is sooner]

6.1 provide the Utilities as set out and agreed by the County Council in the Education Site Utility Plan;

6.2 provide the access as set out and agreed by the County Council in the Education Site Access Plan;

6.3 agree with the County Council and then provide and install including any necessary traffic regulation orders appropriate road signage pertaining to the Education Facility all at the Owner's [and or the Developer's] expense; and

6.4 provide footways three (3) metres in width to all highways (excluding non-through-routes) within one hundred (100) metres of the Education Site.

7. The County Council hereby covenants with the Owner [and or the Developer]:

7.1 to use the Education Site for the sole purpose of an Education Facility including any ancillary uses paid or otherwise that shall not detract from the primary function of the Education Facility; and

7.2 that in the event that the whole or a substantial part of the Education Site is not being used as an Education Facility on the tenth (10th) anniversary of the Education Site being transferred to the County Council or the County Council's Nominee and it is not demonstrated that such lack of use is a temporary situation and/or there will be a need for such future use then in the absence of a legally binding contract or obligation requiring the construction or provision of facilities pertaining to an Education Facility the Owner [and or the Developer] may serve on the County Council or the County Council's Nominee as appropriate a notice requiring that the part or the parts of the Education Site that are not being used as an Education Facility shall be transferred to the Developer with vacant possession in consideration of the sum of one pound sterling (£1).

8. The Standard Commercial Property Conditions (Third Edition) ("the Standard Conditions") shall apply in so far as they are not inconsistent with the terms of

this Agreement and for the avoidance of doubt in the event that there is an inconsistency with the Standard Conditions any term or terms of this Agreement or the County Council's requirements as set out in this Agreement then the terms of this Agreement shall prevail.

Appendix 1: Education Site Drawing

Bespoke – to be inserted by developer/owner

Appendix 2: Minimum Insurance Requirements

The Collateral Warranties shall meet the following minimum insurance requirements:

a) Collateral Warranties from the Owner [and or the Developer] or Building Contractor - professional indemnity insurance of £10,000,000 (ten million pounds) on an each and every claim basis for a period of not less than twelve (12) years from the date of Practical Completion.

b) Collateral Warranties from Sub Contractors - professional indemnity insurance of £10,000,000(ten million pounds) on an each and every claim basis for a period of not less than twelve (12) years from the date of Practical Completion; and

c) Collateral Warranties from the Professional Team - professional indemnity insurance of £1,000,000(one million pounds) on an each and every claim basis for a period of not less than twelve (12) years from the date of Practical Completion.

Appendix 3: Education Site Specification

Subject to the express written agreement of the County Council:

The Education Site shall be or have:-

Land suitable in size for the construction of high quality education buildings and outside spaces

Flat ground

Broadly level (a gradient of 1 in 70, across the width, is ideal to assist water run-off from most pitches)

Level with surrounding areas and in particular with suitable points of access (vehicular and pedestrian)

Suitable points of vehicular access for construction purposes

Suitable points of vehicular access to the playing fields

Suitable points of vehicular access for emergency purposes

Adjacent to suitable areas of public realm for congregation at ingress and egress

Roughly rectangular in shape

Sufficient width and length for size of an education facility

At least 30cm of clean free draining stone free topsoil (see note 1 below)

Free draining

Capable of accommodating standard trench fill / strip foundations

Suitably fenced including gates at all proposed access points (see note 2 below)

Compliant with the Site Utility Capacities set out at note 3 below

Accessible from suitable public highways (not a cul de sac) and safe direct walking & cycling routes

Centrally located to the overall development or area the school will serve

Well located in relation to other neighbourhood facilities and public realm

Well located in relation to the public transport network

Not crossed by any public rights of way or access wayleaves

Not liable to flooding

Not crossed by or bounded by any power-lines including underground power lines (other than those serving the Education Site)

Not crossed by and sufficiently distant from any gas mains (other than those serving the Education Site)

Outside the cordon sanitaire of any sewage plant

Free of items or structures of archaeological interest

Free from protected species or habitats of special interest

Not part of a conservation area or subject to any special planning authority restrictions

Free of pollution, contamination and other risk factors

Free of soil and water table contamination

Outside any current or proposed 55db LAeq (30min) noise source or contour

Free from radiation or potential sources thereof

Compliant with air quality standards

Free from invasive plants such as Japanese Knotweed

Not affected by ground gasses and vapours

Not affected by potential sources of light pollution e.g. major roads, car parks or industry

Sufficiently distant from any land use that could cause public anxiety such as:-

- Chemical or petro-chemical production or storage
- Establishments storing or handling live viruses
- Facilities housing or treating people with a history of violence or a threat to children
- Incinerators
- Sites currently or previously used for land fill or rubbish disposal
- Aviation or high speed transportation e.g. train lines or helipads
- Major roads or traffic honeypots e.g. large retail outlets
- Prisons or facilities for persons with a history of offending
- Phone or radio masts and transmitters
- High voltage power lines
- Firing ranges, premises storing live ordnance / ammunition or UXB sites
- Land or buildings with a use emitting a strong odour
- Quarries or other major sources of dust
- Premises housing dangerous animals, birds, reptiles or insects

Free from encumbrances that may need to be removed

Free of buildings and other surface structures

Free from trees on or abutting the site

Free of pipes, conduit chambers, cables and the like and within 10 metres of the site (other than those serving the Education Site)

Free of ponds, ditches or water courses

Free from foundations, fuel tanks and other buried structures

Free from spoil and fly tipping

Free from filled spaces including mineral workings and land fill

Free of void spaces including wells, sumps and pits

Compliant with the HSE PADHI assessment

Note 1 Soil Quality Requirement

The levels of any compound in the soil, to a depth of at least three metres below the final soil level, shall not exceed figures set for residential end use as defined by the Soil Guideline Values (SGV) derived using the Contaminated Land Exposure Assessment (CLEA) model and published by the Environment Agency and also the Generic Assessment Criteria values published by Land Quality Management and the Chartered Institute of Environmental Health at the time of the assessment. Any contaminants leaching from the site must not exceed the levels published in the United Kingdom Environmental Quality Standards (statutory and proposed).

Note 2 Fence Requirements

Prior to transfer to the County Council the Education Site must be fenced by a [2.4 metre high] welded mesh polyester powder coated (conforming to BS1722-16:1992) fence with vertical wire diameter of at least 5mm and horizontal wire diameter of at least 7mm conforming to BS 1722 Part 14:2001 ‘specification for open mesh steel panel fences Category 1 (general purpose fences up to 2.4m high)’ and gated at both highway access points.

Where congruent to vegetation or soft landscaping the fence must be supplemented by rabbit-proof fencing that shall be a minimum of 0.9m in height. The rabbit-proof fencing must be constructed with wire netting, to be 18-gauge (1.2mm diameter) with 31mm hexagonal mesh conforming to the appropriate British Standard and European DIN Standard. The base of the fence must be turned outwards from the school site by a minimum of 150mm and buried with clean topsoil. The specification for the rabbit fencing, including all posts, struts and stakes must also be in accordance with CIRIA report C645 ‘A Guide to Rabbit Management’.

Where appropriate, fencing should be supplemented by landscaping. New tree and shrub planting should also be protected with individual rabbit guards. Species should be considered carefully to ensure that plants will not prove a burden to the school either in terms of maintenance, safety and or security.

Note 3-- Minimum Education Site Utility Capacities

Essex County Council Developers' Guide to Infrastructure Contributions [Revised Edition 2023] Utility Requirements/Capacities for Education Sites –

Pupil Places	**56 (Nursery)**	**210 (1FE)**	**315 (1.5FE)**	**420 (2FE)**	**630 (3FE)**	**1260 (6FE)**
Electrical (three phases)	**100Amp 72KVa**	**240Amps 173KVa**	**300Amps 215KVa**	**400Amps 290KVa**	**500Amps 360KVa**	**1100Amps 790KVa**
Gas (21mbar at meter)	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**280KW/HR (Science areas only)**
Water (domestic)	**50mm 1.5L/S**	**50mm 1.5L/S**	**65mm 2.0L/S**	**65mm 3.0L/S**	**65mm 4.2L/S**	**65mm 6.5L/S**
Water (sprinkler system)	**A 100mm mains connection pressurised system is required, storage tank with pumps to fill the tank in 36 hours.**					
Telecom ducts (90mm)	**2**	**2**	**2**	**2**	**3**	**4**

SCHEDULE [3]
LIBRARY CONTRIBUTION

1. In this Schedule the following words and expressions shall have the following meaning:

Library Contribution means the [Library Extension Contribution and the Library Upgrade Contribution];

Library Contribution Purposes means the [Library Extension Contribution Purposes and the Library Upgrade Contribution Purposes];

Library Extension Contribution means the sum of two hundred and forty-four pounds and ninety-two pence (£244.92) per Dwelling to which sum the Relevant Library Indexation shall be added;

Library Extension Contribution Purposes means the use of the Library Extension Contribution towards building works to physically extend the premises of [ ] Library and enhanced car parking and fit out of any new extension;

Library Index means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

Library Index Point means a point on the most recently published edition of the Library Index at the time of use;

Library Upgrade Contribution means the sum of seventy-seven pounds and eighty pence (£77.80) per Dwelling to which sum the Relevant Library Indexation shall be added;

Library Upgrade Contribution Purposes means the use of the Library Upgrade Contribution towards the upgrading of existing facilities at [ ] Library to include, but not limited to, additional furniture, technology and stock;

Relevant Library Indexation means the amount that the Owner shall pay with and in addition to the Library Contribution paid that shall in each case equal a sum calculated by taking the amount of the Library Contribution being paid and multiplying this amount by the percentage change shown in the Library Index between the Library Index Point pertaining to [month] [year] and the date of the most recent Library Index Point published in relation to the date the payment is due to be made to the County Council.

2. The Owner [and or the Developer] hereby covenants with the Council and the County Council so as to bind their interest in the Site as follows:

2.1 to pay the Library Contribution to the County Council prior to Commencement of the Development not to Commence or cause or allow or permit Commencement of the Development unless and until the Library Contribution has been paid to the County Council in full.

2.2. In the event that the Library Contribution is paid later than dates set out in paragraph [2.1] of this Schedule [ ] then the amount of the Library Contribution or part thereof payable by the Owner shall in addition include either an amount equal to any percentage increase in build costs shown by the Library Index between the Library Index Point prevailing at the date the payment is due and the Library Index Point prevailing at the date of actual payment to the County Council multiplied by the Library Contribution due or if greater an amount pertaining to interest on the Library Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Library Contribution is received by the County Council; and

2.3 In addition to the requirement of paragraph [2.2] above in the event that any sum due to be paid by the Owner [and or the Developer] to the County Council pursuant to this Deed should not be received by the County Council by the date that the sum is due then the Owner [and or the Developer] hereby covenant to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner [and or the Developer] pursuant to the debt.

3. The County Council hereby covenants with the Owner [and or the Developer] as follows:

3.1 to place the Library Contribution when received into an interest-bearing account and to utilise the same for the Library Contribution Purposes;

3.2 If requested in writing by the Owners no sooner than the tenth (10th) anniversary of the date that the Library Contribution is paid to the County Council in full but no later than one (1) year thereafter the County Council shall return to the party that made the payment of the Library Contribution any part of the Library Contribution that remains unexpended when the Library Contribution is paid to the County Council in full (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if the County Council is legally obliged to make a payment in respect of any Library Contribution Purposes the unexpended part of the Library Contribution shall not be repaid until such payment is made and the unexpended part of the Library Contribution to be repaid shall not include such payment

3.3 Upon receipt of a written request from the Owners prior to the eleventh (11th) anniversary of receipt of the Library Contribution in full the County Council shall provide the Owners with a statement confirming whether the Library Contribution have been spent and if the Library Contribution has been spent in whole or in part outlining how the Library Contribution have in whole or in part been spent.

4. It is hereby agreed and declared:

4.1 In the event that the Unit Mix to be constructed on the Development does not match the Unit Mix on which the Library Contribution or part thereof paid was based the Owner [and or the Developer] hereby covenant to pay to the County Council as soon as the revised Unit Mix becomes apparent any additional amount pertaining to the difference between the amount of the Library Contribution paid and the amount of the Library Contribution that would have been payable using the revised Unit Mix and any such additional amount shall from the date payment is received by the County Council form part of the Library Contribution;

4.2 Any dispute in relation to how the Library Contribution has been spent must be raised in writing by the Owner [and or the Developer] and received by the County Council within twenty (20) Working Days of receipt by the Owner [and or the Developer] of the County Council's statement referred to in paragraph [4.3] and shall clearly state the grounds on which the expenditure is disputed;

4.3 In the event that no written request is received by the County Council from the Owner [and or the Developer] pursuant to paragraph [3.2] above or no valid dispute is raised by the Owner [and or the Developer] pursuant to paragraph [4.2] the Owner [and or the Developer] shall accept the Library Contribution has been spent in full on the Library Contribution Purposes as appropriate; and

4.4 In the event that the Library Contribution is overpaid by the Owner [and or the Developer] then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Library Contribution or have entered into a legally binding contract or obligation to spend the Library Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Site or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner [and or the Developer] (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner [and or the Developer] of such overpayment.

SCHEDULE [4]

HIGHWAY CONTRIBUTION

1. In this Schedule unless the context requires otherwise the following words, expressions and terms shall have the following meanings:

Highway Contribution means the sum of [£] payable to the County Council to which sum the Relevant Highway Indexation shall be added;

Highway Contribution Purposes means the [ ] including any design and feasibility work (even if abortive) in relation to such works and including the programming and managing the delivery of such works on the ground and shall include the reimbursement of capital funding for such provision made by the County Council in anticipation of the receipt of the Highway Contribution;

Highway Index means the Department for Business Innovation and Skills Price Adjustment Formulae Indices (Civil Engineering) Series 2 (BIS) or in the event that the BIS is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

Highway Index Point means a point on the most recently published edition of the Highway Index at the time of use;

Relevant Highway Indexation means the amount that the Owner [and or the Developer] shall pay with and in addition to the Highway Contribution paid that shall equal a sum calculated by taking the amount of the Highway Contribution being paid and multiplying this amount by the percentage change shown in the Highway Index between the Highway Index Point pertaining to April [ ] and the Highway Index Point pertaining to the date the payment is made to the County Council.

2. The Owner [and or the Developer] hereby covenants with the County Council so as to bind their interest in the Site:

2.1 to pay the Highway Contribution to the County Council prior to [Commence the Development/ first Occupation of any Dwellings on the Development] and not to cause permit or allow [Commence the Development/ first Occupation of any Dwellings on the Development] unless and until the Highway Contribution has been paid to the County Council in full (100%).

2.2. In the event that the Highway Contribution is paid later than dates set out in paragraph [2.1] above of this Schedule [ ] then the amount of the Highway Contribution or part thereof payable by the Owner [and or the Developer] shall in addition include either an amount equal to any percentage increase in build costs shown by the Highway Index between the Highway Index Point prevailing at the date the payment is due and the Highway Index Point prevailing at the date of actual payment to the County Council multiplied by the Highway Contribution due or if greater an amount pertaining to interest on the Highway Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Highway Contribution is received by the County Council; and

2.3 In addition to the requirement of paragraph [2.2] above in the event that any sum due to be paid by the Owner [and or the Developer] to the County Council pursuant to this Schedule should not be received by the County Council by the date that the sum is due then the Owner [and or the Developer] hereby covenants to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner [and or the Developer] pursuant to the debt.

3. The County Council hereby covenants with the Owner [and or the Developer] to:

3.1 place the Highway Contribution when received into an interest-bearing account with a clearing bank and to utilise the same for the Highway Contribution Purposes;

3.2 upon receipt of a request in writing to do so to be received by the County Council from the Owner [and or the Developer] no sooner than the tenth (10th) anniversary of receipt of the Highway Contribution in full and no later than the eleventh (11th) anniversary of the same to return to the party who deposited the Highway Contribution or any part of the Highway Contribution that remains unexpended when such request in writing is received (together with interest accrued on the unexpended part) Provided Always that where a legally binding contract or obligation has been entered into by the County Council prior to the tenth (10th) anniversary of receipt of the Highway Contribution in full to make a payment in respect of the Highway Contribution Purposes the unexpended part of the Highway Contribution shall not be repaid until such payment is made and the unexpended part of the Highway Contribution to be repaid (if any) shall not include such payment; and

3.3 That upon receipt of a written request from the Owner [and or the Developer] prior to the eleventh (11th) anniversary of receipt of the Highway Contribution in full the County Council shall provide the Owner [and or the Developer] with a statement confirming whether the Highway Contribution has been spent and if the Highway Contribution has been spent in whole or in part outlining how the Highway Contribution has in whole or in part been spent.

4. It is hereby agreed that:

4.1. Any dispute in relation to how the Highway Contribution has been spent must be raised in writing by the Owner [and or the Developer] and received by the County Council within twenty (20) Working Days of receipt by the Owner [and or the Developer] of the County Council's statement referred to in paragraph [3.3] above and shall clearly state the grounds on which it is disputed;

4.2 In the event that no written request is received by the County Council from the Owner [and or the Developer] pursuant to paragraph [3.2] above or no valid dispute is raised by the Owner [and or the Developer] pursuant to paragraph 4.1 the Owner [and or the Developer] shall accept the Highway Contribution has been spent in full on the Highway Contribution Purposes as appropriate;

4.3 In the event that the Highway Contribution is overpaid by the Owner [and or the Developer] then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Highway Contribution or have entered into a legally binding contract or obligation to spend the Highway Contribution otherwise the County Council shall upon the Occupation of the final Dwelling on the Site or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner [and or the Developer] (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner [and or the Developer] of such overpayment; and

4.4 The County Council may utilise up to two percent (2%) of the total amount of the Highway Contribution due under this Agreement to a maximum of Two Thousand Six Hundred and Forty-Five Pounds (£2,645)[12] plus the Relevant Highway Indexation for the purposes of scheme validation, programming, commissioning of works, scheme monitoring including site visits and meetings, budget control, governance and for the avoidance of doubt such purposes are agreed by the Owner [and or the Developer] to form part of the definition of use of the Highway Contribution Purposes.

[12] This fee is subject to increase on an annual basis

SCHEDULE [5]

HIGHWAY WORKS SCHEDULE

1. In this Schedule the following expressions shall have the following meaning:

Highway Works means [*insert description of works*] [as identified and set out in principle on the drawings provided as the Highway Works Drawings appended to this Schedule[ ]] and including any necessary alterations to and reinstatements of existing highways and statutory undertakers equipment to the provision of or alteration to street lighting road signs drainage structures traffic signals related accommodation and any other works normally associated with the construction of a highway or required as a result of the County Council's inspections

Highway Works Agreement means an agreement entered into pursuant to all powers enabling the parties to regulate the carrying out of the Highway Works (in particular Sections 38 and 72 and 278 of the 1980 Act and Section 33 of the 1982 Act) and shall include but not be limited to the following matters:

(a) securing of a bond to ensure that third party funds are available to complete the Highway Works to the satisfaction of the County Council;

(b) payment of the County- Council's works inspection fees maintenance fees special orders fees supervision fees and any other such fees as the County Council shall require;

(c) payment of the County Council's legal administrative and other fees and disbursements associated with the drafting negotiating and completion of the Highway Works Agreement;

(d) preparation and advance approval of works drawings and traffic management measures;

(e) certification and maintenance of the Highway Works;

(f) regulating of the issue of the Works Licence to enable the Highway Works to be carried out;

(g) the securing of a bond relating to both Land Compensation Act 1973 matters and Noise Insulation Regulations 1975 as amended by the Noise Insulation (Amendment) Regulations 1988 (SI 1988/2000) and any other indemnity and bonds for liability issues as the County Council shall require;

(h) the dedication of land as public highway;

(i) the standards and procedures for carrying out the Highway Works; and

(j) traffic regulation orders and statutory processes.

2. The Owner [and or the Developer] hereby covenants with the County Council so as to bind their interest in the Site:

2.1 to enter into a Highway Works Agreement for the Highway Works prior to Commencement or such other timescale as shall be agreed in writing with the County Council PROVIDED always THAT the Owner [and or the Developer] shall enter into the Highway Works Agreement for the Highway Works prior to first Occupation [of any Dwellings] on the Development; and

2.2 to undertake and complete the Highway Works prior to first Occupation [of any Dwellings] on the Development and in accordance with the Highway Works Agreement; and

2.3 and not to Occupy allow cause or permit to be Occupied any Dwellings unless and until the Highway Works have been properly completed in accordance with the Highway Works Agreement and the relevant certificate confirming such completion has been issued under the provisions of the Highway Works Agreement.

3. The Owner [and or the Developer] shall give to the County Council at least [NUMBER] weeks advance notice in writing of its intention to carry out any part of the Highway Works.

Appendix Highway Works Drawings
Bespoke –to be inserted by developer/owner.

SCHEDULE [6]

SUSTAINABLE TRANSPORT CONTRIBUTION

1. In this Schedule unless the context requires otherwise the following words, expressions and terms shall have the following meanings:

Relevant Sustainable Transport Indexation means the amount that the Owner [and or the Developer] shall pay with and in addition to the Sustainable Transport Contribution paid that shall equal a sum calculated by taking the amount of the Sustainable Transport Contribution being paid and multiplying this amount by the percentage change shown in the Sustainable Transport Index between the Sustainable Transport Index Point pertaining to [month] [year] and the Sustainable Transport Index Point pertaining to the date the payment is made to the County Council;

Sustainable Transport Contribution means the sum of [£] payable to the County Council to which sum the Relevant Sustainable Transport Indexation shall be added;

Sustainable Transport Contribution Purposes means the [ ] and shall include the reimbursement of capital funding for such provision made by the County Council in anticipation of the receipt of the Sustainable Transport Contribution

Sustainable Transport Index means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

Sustainable Transport Index Point means a point shown on the Sustainable Transport Index indicating a relative cost at a point in time2. The Owner [and or the Developer] hereby covenants with the County Council:

2.1 to pay the Sustainable Transport Contribution to the County Council prior to [Commence the Development/ first Occupation of any Dwellings on the Development] and not to cause permit or allow [Commencement of the Development/ first Occupation of any Dwellings on the Development] unless and until the Sustainable Transport Contribution has been paid to the County Council in full (100%);

2.2 In the event that the Sustainable Transport Contribution is paid later than dates set out in paragraph [2.1] above of this Schedule then the amount of the Sustainable Transport Contribution or part thereof payable by the Owner [and or the Developer] shall in addition include either an amount equal to any percentage increase in build costs shown by the Sustainable Transport Index between the Sustainable Transport Index Point prevailing at the date the payment is due and the Sustainable Transport Index Point prevailing at the date of actual payment to the County Council multiplied by the Sustainable Transport Contribution due or if greater an amount pertaining to interest on the Sustainable Transport Contribution (or the part thereof) due calculated at the SONIA Rate from the date that the payment is due until the date payment of the Sustainable Transport Contribution is received by the County Council; and

2.3 In addition to the requirement of paragraph [2.2] above in the event that any sum due to be paid by the Owner [and or the Developer] to the County Council pursuant to this Schedule should not be received by the County Council by the date that the sum is due then the Owner [and or the Developer] hereby covenants to pay to County Council within ten Working Days of receiving a written request all reasonable costs that the County Council has incurred as a result of or in pursuance of such late payment including the sum of fifty pounds sterling (£50) for each and every letter sent to the Owner [and or the Developer] pursuant to the debt.

3. The County Council hereby covenants with the Owner [and or the Developer]to:

3.1 place the Sustainable Transport Contribution when received into an interest-bearing account with a clearing bank and to utilise the same for the Sustainable Transport Contribution Purposes;

3.2 upon receipt of a request in writing to do so to be received by the County Council from the Owner [and or the Developer] no sooner than the tenth (10th) anniversary of receipt of the Sustainable Transport Contribution in full and no later than the eleventh (11th) anniversary of the same to return to the party who deposited the Sustainable Transport Contribution or any part of the Sustainable Transport Contribution that remains unexpended when such request in writing is received (together with interest accrued on the unexpended part) Provided Always that where a legally binding contract or obligation has been entered into by the County Council prior to the tenth (10th) anniversary of receipt of the Sustainable Transport Contribution in full to make a payment in respect of the Sustainable Transport Contribution Purposes the unexpended part of the Sustainable Transport Contribution shall not be repaid until such payment is made and the unexpended part of the Sustainable Transport Contribution to be repaid (if any) shall not include such payment; and

3.3 That upon receipt of a written request from the Owner [and or the Developer] prior to the eleventh (11th) anniversary of receipt of the Sustainable Transport Contribution in full the County Council shall provide the Owner [and or the Developer] with a statement confirming whether the Sustainable Transport Contribution has been spent and if the Sustainable Transport Contribution has been spent in whole or in part outlining how the Sustainable Transport Contribution has in whole or in part been spent.

4. It is hereby agreed that:

4.1. Any dispute in relation to how the Sustainable Transport Contribution has been spent must be raised in writing by the Owner [and or the Developer] and received by the County Council within twenty (20) Working Days of receipt by the Owner of the County Council's statement referred to in 2.3 above and shall clearly state the grounds on which it is disputed;

4.2. In the event that no written request is received by the County Council from the Owner [and or the Developer] pursuant to paragraph [3.2] above or no valid dispute is raised by the Owner [and or the Developer] pursuant to paragraph [4.1] the Owner [and or the Developer] shall accept the Highway Contribution has been spent in full on the Highway Contribution Purposes as appropriate;

4.3 The County Council may utilise up to two percent (2%) of the total amount of the Sustainable Transport Contribution due under this Agreement to a maximum of Two Thousand Six Hundred and Forty-Five Pounds (£2,645)[1] plus the Relevant Sustainable Transport Indexation for the purposes of scheme validation, programming, commissioning of works, scheme monitoring including site visits and meetings, budget control, governance and for the avoidance of doubt such purposes are agreed by the Owner [and or the Developer] to form part of the definition of use of the Sustainable Transport Contribution Purposes; and

4.4 In the event the Sustainable Transport Contribution that is overpaid by the Owner [and or the Developer] then the County Council shall be under no obligation to return any such overpaid sum in whole or in part if in good faith the County Council have spent the Sustainable Transport Contribution or have entered into a legally binding contract or obligation to spend the Sustainable Transport Contribution otherwise the County Council shall upon the Occupation of the final Unit on the Site or at such earlier time as the County Council shall determine return any such overpaid sum or sums in whole or in part to the Owner [and or the Developer] (in excess of those sums calculated as due for payment under this Agreement) together with interest calculated at the SONIA Rate within twenty (20) Working Days of the County Council being informed by the Owner [and or the Developer] of such overpayment.

[1] This fee is subject to increase on an annual basis

SCHEDULE [7]

RESIDENTS TRAVEL PLAN AND MONITORING FEE

1. In this Schedule unless the context requires otherwise the following words, expressions and terms shall have the following meanings:

Annual Traffic Counts means the collection of travel data from all entry and exit points to the Development including pedestrian and cycle routes leading to a service or amenity where a lower traffic generation rate has been agreed based on the fact that there will be travel planning measures in place to reduce the modal share travelling by car;

Relevant Sustainable Travel Indexation means the amount that the Owner [and or the Developer] shall pay with and in addition to each part of the Residential Travel Plan Monitoring Fee paid that shall in each case equal a sum calculated by taking the amount of the Residential Travel Plan Monitoring Fee being paid and multiplying this amount by the percentage change shown in the Sustainable Travel Index between the Sustainable Travel Index Point pertaining to [month] [year] and the date payment is made to the County Council;

Residential Travel Information Pack means a specific [district or borough or city] tailor-made booklet aimed at promoting the benefits of sustainable transport in support of the objective to secure a modal shift from the private car and increase the use of sustainable modes of travel and shall contain the following:

(a) guidance and promotional material on the use of sustainable modes of travel;

(b) details on walking, cycling, trains, buses, park & ride, taxis, car sharing, car clubs, electric vehicles, school transport and personalised journey planning services;

(c) reference to travel websites, resources and support services for each mode of travel, information provided by the County Council and the Council;

(d) details of local travel campaigns and networking/support groups; and

(e) to include six one day travel vouchers for use with the relevant local public transport operator;

Residential Travel Plan means a working plan to include all measures to ensure sustainable means of travel are available to residents of the Development in accordance with the requirements of the National Planning Policy Framework and shall include but not be limited to such Residential Travel Plan Measures as stated in the 'Travel Plan Template' and amended and supplemented from time to time under the provisions of this Deed and the Annual Traffic Counts reviews;

Residential Travel Plan Co-Ordinator means a member of staff appointed by the Owner [and or the Developer] with appropriate skills and budgetary provision and resources to fulfil the role of the Residential Travel Plan Co-ordinator as described in the job description(s) stated in the Residential 'Travel Plan Template;

Residential Travel Plan Monitoring Fee means a non-refundable annual payment of £[ ] ([ ] pounds sterling) plus Relevant Sustainable Travel Indexation payable towards the monitoring by the County of the implementation of the Residential Travel Plan to ensure that (a) monitoring is conducted in line with Residential Travel Plan monitoring protocols and (b) the Residential Travel Plan remains an "active" document with the overarching aim to secure a modal shift from the private car and increase the number of people using sustainable modes of travel;

Residential Travel Plan Template means the template appended to this Deed at [13]Appendix [ ];

Sustainable Travel Index means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

Sustainable Travel Index Point means a point shown on the Sustainable Travel Index indicating a relative cost at a point of time;

[13] Guidance and Travel plan are published on Essex County Council's website and updated from time to time

Travel Plan Targets means those objectives or aims set within the Residential Travel Plan to reduce single occupancy car journeys to and from the Site and at the same time increasing other sustainable modes of transport**;**

Travel Vouchers means tickets/passes/ vouchers or other means of accessing transport or journey planning information as agreed with the County including the following as a minimum (six scratchcard bus tickets per household OR season ticket voucher) and/or (incentives for rail travel with the local rail operator) for each eligible member of the household AND access to an online tool to generate personalised travel plans using a home and destination postcode to provide details of different travel modes/options travel routes/maps and timetable information).

2. The Owner [and or the Developer] hereby covenants with the County Council so as to bind their interest in the Site:

2.1 to pay the first annual Residential Travel Plan Monitoring Fee to the County Council prior to first Occupation of any Dwellings on the Development and not to allow cause or permit first Occupation of any Dwellings on the Development unless and until the Residential Travel Plan Monitoring Fee has been paid to the County Council in full and in the case of late payments interest will be payable by the Owner [and or the Developer] from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;

2.2 to pay the annual Residential Travel Plan Monitoring Fee to the County on each subsequent anniversary following the first annual payment until one year after the Final Occupation of the Dwellings on the Development and in the case of late payments interest will be payable by the Developer and or the Owner [and or the Developer] from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate;

2.3 prior to the Occupation of any Dwellings on the Development to formulate and submit to the County Council for approval by the County Council a Residential Travel Plan and not to cause or allow or permit first Occupation of any Dwellings on the Development unless and until the Residential Travel Plan has been submitted to and approved in writing by the County Council;

2.4 to appoint a Residential Travel Plan Co-ordinator prior to first Occupation of any Dwellings on the Development and not to cause or allow first Occupation of any

Dwellings on the Development unless and until the Owner [and or the Developer] has appointed a Residential Travel Plan Co-ordinator;

2.5 to notify the County Council of the identity and the contact details of Residential Travel Plan Co-ordinator as soon as an appointment is confirmed and no later than one month of the appointment having been made;

2.6 to continue to employ a Residential Travel Plan Co-ordinator for the period until a minimum of one year after the Final Occupation of the Dwellings on the Development and in the event of a vacancy occurring in the post during that period to re-appoint within a maximum period of two months of the vacancy occurring and to notify the County Council as soon as the appointment is confirmed;

2.7 to use all reasonable endeavours to ensure that the Residential Travel Plan Co-ordinator fulfils their duties in accordance with the duties specified in the job description of the Residential Travel Plan Co-ordinator stated in the approved Residential Travel Plan;

2.8 not to change the responsibilities or role of the Residential Travel Plan Co-ordinator without prior written approval of the County Council;

2.9 to implement the Residential Travel Plan in a timely manner and at its own expense and to comply in all respects with the requirements of the Residential Travel Plan for a period of one year after the Final Occupation of Dwellings on the Development;

2.10 to submit to the County Council raw data collected as part of the Annual Traffic Count no later than two months from completion of the Annual Traffic Count to which the data relates; and

2.11 in the event that any of the Annual Traffic Counts and the Travel Plan Targets are not carried out by the Owner [and or the Developer] pursuant to the Residential Travel Plan the County Council shall on written notice to the Owner [and or the Developer] be entitled to conduct such Annual Traffic Counts as are necessary to discharge the requirements of the Residential Travel Plan and furthermore on receipt of an appropriate invoice or request for payment from the County Council acting reasonably the Owner [and or the Developer] hereby agrees to pay the costs arising from such surveys immediately.

3. The County Council hereby covenants with the Owner [and or the Developer]:

3.1 to agree the terms of the Residential Travel Plan (acting reasonably) and to provide recommendations on the said plan following submission by the Owner [and or the Developer] in a timely manner;

3.2 to provide support and advice to the Residential Travel Plan Co-ordinator in implementing the ongoing monitoring and review of the Residential Travel Plan (in accordance with the terms under which the Residential Travel Plan Monitoring Fee was paid); and

3.3 to respond in writing to the Residential Travel Plan Co-ordinator within two months of receipt of any correspondence relating to the Residential Travel Plan.

Residential Travel Information Packs

4. The Owner [and or the Developer] further hereby covenant with the County Council:

4.1 to submit a draft Residential Travel Information Pack (including Travel Vouchers) to the County for written approval prior to first Occupation of a Dwelling and not to cause or allow first Occupation of a Dwelling prior to the Residential Travel Information Pack (including Travel Vouchers) being submitted to and approved in writing by the County Council;

4.2 to provide the first occupier of each Dwelling with an approved Residential Travel Information Pack and Travel Vouchers prior to Occupation of any Dwelling and not to cause or permit Occupation of any Dwellings on the Development unless and until the Owner [and or the Developer] have provided the first occupiers with an approved Residential Travel Information Pack and Travel Voucher at the expense of the Owner [and or the Developer].

SCHEDULE [8]

WORKPLACE TRAVEL PLAN

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meaning:

Annual Travel Plan Review shall contain a yearly report including the results and analysis of the Staff Travel Survey indicating how the Workplace Travel Plan has been performing;

Sustainable Travel Index Point means a point on the most recently published edition of Sustainable Travel Index at the time of use;

Relevant Sustainable Travel Indexation means the amount that the Owner [and or the Developer] shall pay with and in addition to the Workplace Travel Plan Monitoring Fee paid that shall in each case equal a sum calculated by taking the amount of the Workplace Travel Plan Monitoring Fee being paid and multiplying this amount by the percentage change shown in the Sustainable Travel Index between the Sustainable Travel Index Point pertaining to [month] [year] and the date payment is made to the County Council;

STPT means the County Council's Sustainable Travel Planning Team whose role includes but is not limited to providing recommendations and advice concerning all matters associated with the Workplace Travel Plan together with monitoring;

Staff Travel Survey shall mean a questionnaire approved by the STPT and undertaken to identify the main modes of travel used by employees for journeys to and from work and business trips;

Sustainable Travel Index shall mean the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the County Council;

Travel Plan Targets means those objectives or aims set within the Workplace Travel Plan to reduce single occupancy car journeys to and from the Site and at the same time increasing other sustainable modes of transport;

Workplace Travel Plan means a working plan to include all measures to ensure sustainable means of travel are available to employees of the Development in accordance with the requirements of the National Planning Policy Framework and shall include but not be limited to such Workplace Travel Plan measures as stated in the guidance notes appended at [14]Annex A and amended and supplemented from time to time under the provisions of this Agreement and the Annual Travel Plan Reviews;

Workplace Travel Plan Co-ordinator shall mean a permanent member of staff appointed by the Owner [and or the Developer] with the appropriate skills budgetary provision and resources to fulfil the role of the Travel Plan Co-ordinator as described in the job description(s) stated in the guidance notes appended to this Schedule at [15]Annex A;

Workplace Travel Plan Monitoring Fee means the non-refundable payment of £[ ] ([ ] pounds sterling) plus Relevant Sustainable Travel Indexation payable prior to the date of first Occupation of the Development towards the monitoring by the County Council of the implementation of the Workplace Travel Plan by the Workplace Travel Plan Co-ordinator to ensure that (a) monitoring is conducted in line with Workplace Travel Plan monitoring protocols and (b) the Workplace Travel Plan remains an "active" document with the overarching aim to secure a modal shift from the private car and increase the number of people using sustainable modes of travel;

1. The Owner [and or the Developer] hereby covenants with the County Council:

1.1 to pay the Workplace Travel Plan Monitoring Fee to the County Council prior to the 1st Occupation of the Development and not to cause or allow first Occupation of the Development until the County Council has received the Workplace Travel Plan Monitoring Fee and in the case of late payments interest shall be payable by the Owner [and or the Developer] from the date payment is due to the date payment is made on which late sums interest shall accrue under the SONIA Rate until 1 (one) year after Occupation of the final Dwelling.

1.2 to formulate and submit to the County Council for approval a Workplace Travel Plan prior to the 1st Occupation of the Development and FURTHERMORE not to cause or allow first Occupation of the Development prior to the Workplace Travel Plan being approved in writing by the County Council.

1.3 to appoint a Workplace Travel Plan Co-ordinator prior to the 1st Occupation of the Development and not to cause or allow any cause or allow Occupation of the Development prior to the appointment of a Workplace Travel Plan Co-ordinator and to notify the County Council of the identity and contact details of the Workplace Travel Plan Co-Ordinator as soon as an appointment is confirmed.

1.4 to continue to employ a Workplace Travel Plan Co-ordinator for the period until a minimum of one year after the final Occupation of the Development and in the event of a vacancy occurring in the post to re-appoint within a maximum period of two (2) months of the vacancy occurring and to notify the County Council as soon as the appointment is confirmed.

1.5 to employ a Workplace Travel Plan Co-ordinator for a minimum continuous period of 5 years and in the event of a vacancy occurring in the post to use reasonable endeavours to re-appoint within two (2) months of the vacancy occurring and to notify the County Council of the appointment and any changes to the nomination or responsibilities of the Workplace Travel Plan Co-Ordinator as soon as the replacement appointment is confirmed.

1.6 to ensure that the Workplace Travel Plan Co-Ordinator fulfils his or her duties in accordance with the duties specified in the job description of the Workplace Travel Plan Co-ordinator stated in the Workplace Travel Plan approved by the County Council

[14] Guidance and Travel plan are published on Essex County Council's website and updated from time to time

[15] Guidance and Travel plan are published on Essex County Council's website and updated from time to time

1.7 not to change the responsibilities or role of the Workplace Travel Plan Co-ordinator without prior written approval of the County Council.

1.8.7 to implement the Workplace Travel Plan in a timely manner and at its own expense and to comply in all respects with the requirements of the Workplace Travel Plan.

1.9 To undertake a Staff Travel Survey concurrent to the 50th member of staff being employed on the Development.

1.10 To send Staff Travel Survey results to the County Council within three months of the date the Staff Travel Survey has been completed or to contact the STPT with a request to use the County Council online travel survey system.

1.11 To set the Travel Plan Targets for the following year in agreement with the County Council following review of the Staff Travel Survey results to the County Council.

1.12 To carry out an Annual Travel Plan Review on each anniversary of the date on which the initial Staff Travel Survey was completed over five consecutive years and submit evidence of the review and monitoring within two months of the completion of the Annual Travel Plan Review to the County Council.

1.13 In the event that the Annual Travel Plan Review submitted does not in the opinion of the County Council achieve the objectives and or Travel Plan Targets of the Workplace Travel Plan to meet with the County at their request within three weeks of the request being made otherwise the County Council shall on written notice to the Developer and or the Owner [and or the Developer]be entitled to conduct such Annual Travel Plan Review as are necessary to discharge the requirements of the Workplace Travel Plan and FURTHERMORE on receipt of an appropriate invoice or request for payment from the County Council acting reasonably the Owner [and or the Developer] hereby agrees to pay the costs arising from such surveys.

1.14 In order to achieve the objectives and or Travel Plan Targets of the Workplace Travel Plan to submit agreed proposals and or remedies to the County Council for its approval in writing within 2 weeks following the meeting with the County in paragraph 1.10 above.

1.15 To implement and promote the modified Workplace Travel Plan approved by the County Council within two months following the submission of revised proposals and or remedies to the County Council.

1.16 To liaise with the Workplace Travel Plan Co-ordinator to agree revised proposals and remedies for the Annual Travel Plan Review to enable implementation of the Workplace Travel Plan to take place within two months following the submission of revised proposals and or remedies to the County Council.

2. The County Council hereby covenants with the Owner [and or the Developer]:

2.1 To agree the terms of the Workplace Travel Plan (acting reasonably) and to provide recommendations on the said plan following submission by the Owner [and or the Developer] in a timely manner;

2.2 To provide support and advice to the Workplace Travel Plan Co-ordinator in implementing the ongoing monitoring and review of the Travel Plan (in accordance with the terms under which the Workplace Travel Plan Monitoring Fee was paid); and

2.3 To respond in writing to the Workplace Travel Plan Co-ordinator within two (2) months of receipt of any correspondence relating to the Workplace Travel Plan.

SCHEDULE [9]

PASSENGER TRANSPORT SCHEDULE

1. In this Schedule the following expressions shall have the following meanings:

Bus Service means a bus service to serve the Development on the following basis or as otherwise agreed in writing between the County Council and the Owner [and or the Developer] so as to be operative at the following times and frequency: [insert details]

Bus Service Subsidy means the sum of [ ] pounds sterling (£[ ])] less the revenue achieved from running the Bus Service

2. Owner [and or the Developer] hereby covenants with the County Council so as to bind their interest in the Site as follows:

   2.1 to procure the Bus Service prior to occupation of the [th] Dwelling on the Development and not to cause or allow or permit Occupation of the [th] Dwelling on the Development unless and until the Bus Service has been procured;

   2.2 deliver and retain the Bus Service from the Occupation of the [th] Dwelling until the first to occur of either:

      i. the lapse of a period of no less than five years from the Occupation of the [th] Dwelling; or

      ii. the full amount of the Bus Service Subsidy has been expended by the Owner [and or the Developer] in delivering the Bus Service and the Owner [and or the Developer] have first provided full documentary

written evidence of such expenditure that has been accepted as a true record by the County Council.

SCHEDULE [10]

PUBLIC RIGHTS OF WAY SCHEDULE

(Relevant clause set dependent upon Circumstances)

1. In this Schedule the following expressions shall have the following meaning:

PROW Improvement Scheme means a scheme for the provision of public rights of way as shown on the 'PROW Drawing' numbered [ ] appended to this Schedule which may be subject to revision as agreed in writing between the Owner [and or the Developer] and the County Council following the date of this Agreement

2. The Owner [and or the Developer] hereby covenants with the County Council so as to bind their interest in the Site as follows:
   - 2.1 provide the PROW Improvement Scheme within the Site so as to enhance the existing public rights of way network;
   - 2.2 the PROW Improvement Scheme shall be provided in accordance with a timetable and construction standard to be agreed with the County Council (*insert when*) and shall upon completion be maintained by the County Council as highways maintainable at the public expense;
   - 2.3 the timescale for construction diversion and dedication of the PROW Improvement Scheme shall be agreed with the County Council in writing prior to Commencement; and
   - 2.4 the PROW Improvement Scheme shall be made available for the public to use as a public right of way no later than (*insert time /event trigger here*)

3. The Owner [and or the Developer] further covenants with the County Council to enter such agreements under the 1980 Act and 1990 Act as shall be considered appropriate by the County Council to facilitate the provision of the PROW Improvement Scheme within the Site including the diversion of such public rights of way and shall seek to obtain the appropriate diversion orders under the 1990 Act.

<u>OR</u>

1. In this Schedule the following expressions shall have the following meaning:

Bridleway means a new bridleway link three (3) metres wide from (*insert location*) *to (insert location*) within the Site so as to enhance the existing public rights of way network and to be constructed in accordance with the route as shown on the 'Bridleway Plan' (insert *plan number*) appended to this Schedule [ ];

Bridleway Creation Works mean such works required by the County Council to bring the Bridleway to the standard required to be capable of use by the public such works to be at the Owner's [and or the Developer's] expense;

Section 25 Agreement means an agreement or agreements entered into by the Developer [and the Owner] with the County under Section 25 of the 1980 Act in the form of the County's standard 'Section 25 Agreement' appended to this Schedule [ ];

Section 25 Agreement Application means an application submitted to the County by the Developer [and the Owner] for the purpose of entering into the Section 25 Agreement on the Section 25 Application Form appended to this Schedule [ ].

2. The Owner [and or the Developer] hereby covenants with the County Council so as to bind their interest in the Site as follows:

2.1 prior to public access to the (*e.g. Public Open Space/ insert as appropriate*) being permitted:

2.1.1 to submit to the County Council a Section 25 Agreement Application;

2.1.2 to enter into the Section 25 Agreement with the County Council prior to the Occupation of the [Public Open space appropriate trigger] and not to cause allow or permit the Occupation of the [Public Open space appropriate trigger] unless and until the Owner [and or the Developer] has entered into the Section 25 Agreement with the County Council;

2.1.3 to carry out the Bridleway Creation Works to the satisfaction of the County Council in accordance with a timetable and reasonable construction standard to be approved in writing by the County Council prior to its construction; and

2.1.4 to dedicate the Bridleway as a public bridleway and such dedication shall take effect in accordance with the terms and conditions and drawings contained in the Section 25 Agreement.

3. The dedication of the Bridleway shall take effect in accordance with the terms and conditions and drawings contained in the Section 25 Agreement upon the issue of a certificate of completion by the County Council following the satisfactory completion of the Bridleway Creation Works for the use by the public.

OR

1. In this Schedule the following expressions shall have the following meaning:

Approved Scheme of Works means the scheme of works relating to the Permissive Bridleway Works as approved by the County Council in accordance with paragraph 3.1 below;

Permissive Bridleway means a new permissive way (over which the right of way is intended to be on foot and by pedal cyclists and on horseback or leading a horse) to be carried out in accordance with the details stated in the 'Permissive Bridleway Specification' appended to this Schedule to link to the existing public footpath numbers (*insert details*) and the proposed Site access at the boundary of the Development as shown by a (*insert colour*) line indicatively on the Permissive Bridleway Plan the final alignment of which shall be subject to the approval of the Council and the County Council;

Permissive Bridleway Plan means the drawing numbered [ ] appended to this Schedule [ ];

Permissive Bridleway Works means the works to provide the Permissive Bridleway to the standard required by the County to be capable of use by the public the cost of such works to be borne entirely by the Owner [and or the Developer];

Warning and Advisory Signs means signs to be placed at appropriate points on the Permissive Bridleway in the positions marked on the Permissive Bridleway Plan warning motorists of the possible presence of walkers cyclists and horse riders and a notice at both ends of the Permissive Bridleway pursuant to Section 31(3) of the 1980 Act so as to negate the intention of the Owner [and or the Developer] to dedicate the Permissive Bridleway as a highway maintainable at the public expense.

2. The Owner [and or the Developer] hereby covenants with the County Council so as to bind their interest in the Site as follows:

2.1 prior to Commencement of the Development to submit to the County Council for the County Council approval a scheme of works relating to the Permissive Bridleway Works including the requirement that the width of the Permissive Bridleway shall be no less than three (3) metres along its entire length;

2.2 prior to the first Occupation of any Dwellings on the Development to carry out the Permissive Bridleway Works as a permissive way to the satisfaction of the County Council and in accordance with the Approved Scheme of Works;

2.3 prior to the first Occupation of any Dwelling on the Development to provide and erect the Warning and Advisory Signs at the Owner's [and or the Developer's] expense in accordance with the requirements of the County Council;

2.4 to maintain the Permissive Bridleway to the standard reached upon completion of the Permissive Bridleway Works from the date of issue of the certificate of completion in perpetuity being a period of no less than eighty (80) years;

2.5 to place a restriction on the Owner's [and or the Developer's] title at HM Land Registry requiring that no transfer of any part of the land containing the Permissive Bridleway shall take place unless the transferee first enters into a covenant with the transferor to maintain the Permissive Bridleway in perpetuity being a period of no less than eighty (80) years in accordance with the requirements of this Agreement;

3. The County Council hereby agrees and covenants with the Owner [and or the Developer] to:

3.1. To review, add recommendations and thereafter approve the scheme of works relating to the Permissive Bridleway Works in a timely manner acting reasonably;

3.2 to liaise with the Owner [and or the Developer] in relation to the erection of the Warning and Advisory Signs and notices to negate the intention to dedicate the Permissive Bridleway as a highway maintainable at the public expense; and

3.3 to issue an appropriate certificate of completion following the satisfactory completion of the Permissive Bridleway Works for the use by the public.

Appendix: PROW Drawing

Bespoke – to be inserted by developer/owner

Appendix: Bridleway Plan

Bespoke – to be inserted by developer/owner

Appendix: Section 25 Agreement

Please see paragraph under this heading above

Appendix: Section 25 Application Form

Please see paragraph under this heading above

Appendix: Permissive Bridleway Specification

See para 1.1 above

Appendix: Permissive Bridleway Plan

Bespoke – to be inserted by developer/owner

EXECUTED as a **DEED**

by affixing the common seal of
ESSEX COUNTY COUNCIL
in the presence of:

……
Attesting Officer

Appendix B: Request for Planning Advice

Essex County Council

For Community Infrastructure Enquiries only.

It is important that you complete all applicable sections to avoid any delay in processing of your request. The form asks for the minimum information required. In some cases, it may be beneficial to provide additional information.

Upon completion submit this form along with any accompanying information/plans and the correct fee to the Infrastructure Planning Team by e-mail to development.enquiry@essex.gov.uk

Applicant Details	
Name:	Click here to enter text.
Company:	Click here to enter text.
Address:	Click here to enter text.
Postcode:	Click here to enter text.
Tel no:	Click here to enter text.
Email:	Click here to enter text.

Agent Details (if applicable) *Please note if this section is completed all correspondence will be sent to the Agent*	
Name:	Click here to enter text.
Company:	Click here to enter text.
Address:	Click here to enter text.
Postcode:	Click here to enter text.
Tel no:	Click here to enter text.
Email:	Click here to enter text.

Interest in property / land	Are you (your client) the only party with an interest in this property / land
Click here to enter text.	Yes ☐ No ☐

Location of proposed development	*Authority Area:*	Choose an item.
If there is no postal address, please give a clear and accurate description of the site location, including the grid reference details and/or ***post code***		
Click here to enter text.		

Basic information regarding the proposal *Please provide an accurate, detailed description of the proposed development*					
Residential Development	☐	Commercial Development	☐	Other Development	☐
Estimated number of qualifying houses:		Estimated number of qualifying flats:		Estimated number of discounted units:	
Site area:					
Description of the proposal **<u>including site area and details of unit mix for residential</u>**: Click here to enter text.					

Information Required *Please tick to confirm you have included the following information:*		Comment
Site Location Plan (at an appropriate scale)	☐	Click here to enter text.
Block plan	☐	Click here to enter text.
Other – Please state	☐	Click here to enter text.
History of site, including previous applications	☐	Click here to enter text.
Planning Statement	☐	Click here to enter text.
Details of advice received already e.g., Planning advice	☐	Click here to enter text.
Please indicate any additional information and supporting documentation that has been submitted for further clarification of proposals. Click here to enter text.		

Pre-application charges for Community Infrastructure Advice (education et al)		
Payment can be made by phone (credit or debit card) or via BACS (details will be provided on request). Payments must include VAT.		
Advice type	Charge	Amount paid
Written pre-application advice	£160 + VAT	
*Attendance at a meeting	£87.55 per hour + VAT	
*Attendance by additional ECC officer(s) at a meeting to provide specialist advice	£87.55 per hour + VAT per officer	
Written advice following meeting	£160 + VAT	
Total payable to Essex County Council £_____		

*Virtual meetings are encouraged. Meetings held away from ECC premises at County Hall, Chelmsford will include travel time

Freedom of Information Act *If you consider your proposals are required to be kept confidential, please set out the reasons why, for what period and the specific information that needs to remain confidential. The authority will advise whether it considers the information could be kept confidential. All information submitted will be handled in accordance with the Data Protection Act*
Click here to enter text.

Declaration
I confirm that to the best of my knowledge all of the information submitted herein is accurate and that planning advice is requested and have made the appropriate fee as payment for the service. I also agree to pay any additional costs arising from the provision of the service as required, as outlined in the guidance note. Signed: Dated:

Please submit this form along with any accompanying information/plans by e-mail to development.enquiry@essex.gov.uk. Payment should be made separately as detailed above.

Appendix C: Education Site Suitability Checklist

Site Name & Address:	Postcode	
	Site Area (hectares)	

Please tick one column for each criterion. Supporting evidence must be provided for each answer as part of a Land Compliance Study. Please use the final column to signpost your evidence and any accompanying studies.

CRITERIA	Does Meet	Will Meet	Won't Meet	Evidence
Is the land suitable for the construction of high-quality education buildings and outside spaces?				
Flat ground				
Broadly level (A gradient of 1 in 70, across the width, is ideal to assist water run-off from most pitches)				
At level with surrounding areas and in particular with suitable points of access (vehicular and pedestrian)				
Roughly rectangular in shape				
Sufficient width and length for size of an education facility				
At least 30cm of clean topsoil				
Free draining				
Standard trench fill / strip foundations can be used				

Is the site appropriately located for a school / early years & childcare facility to be established? Accessible from suitable Highways (not a cul de sac) and safe direct walking & cycling routes				
Centrally located to the overall development or area the school will serve				
Well located in relation to other neighbourhood facilities and public realm				
Not crossed by any public rights of way or access wayleaves				
Not liable to flooding				
Not crossed by or bounded by any power-lines				
Not crossed by and sufficiently distant from any gas mains				
Outside the cordon sanitaire of any sewage plant				
Free of items or structures of archaeological interest				
Free from protected species or habitats of special interest				
Site not part of a conservation area or subject to any special planning authority restrictions				

Is the site and surrounding area free of pollution, contamination and other risk factors?				

Free of soil and water table contamination				
Outside any current or proposed 55db LAeq (30min) noise source or contour				
Free from radiation or potential sources thereof				
Air quality standards are met				
Free from invasive plants such as Japanese Knotweed				
Not affected by ground gasses and vapours				
Not affected by potential sources of light pollution e.g., major roads, car parks or industry				

Is the site sufficiently distant from any land use that could cause public anxiety?				
Chemical or petro-chemical production or storage				
Establishments storing or handling live viruses				
Facilities housing or treating people with a history of violence or a threat to children				
Incinerators				
Sites currently or previously used for land fill or rubbish disposal				
Aviation or high-speed transportation e.g. train lines or helipads				
Major roads or traffic honeypots e.g., large retail outlets				
Prisons or facilities for persons with a history of offending				
Phone or radio masts and transmitters				
High voltage power lines				
Firing ranges, premises storing live ordnance / ammunition or UXB sites				
Land or buildings with a use emitting a strong odour				
Quarries or other major sources of dust				
Premises housing dangerous animals, birds, reptiles or insects				

Is the site free from encumbrances that may need to be removed?				
Free of buildings and other surface structures				
There are no trees on or abutting the site				
Free of pipes, cables and the like				
Free of ponds, ditches or water courses				
Free from foundations, fuel tanks and other buried structures				
Free from spoil and fly tipping				
Free from filled spaces including mineral workings and land fill				
Free of void spaces including wells, sumps and pits				

If you have answered 'Will Meet' in relation to any criteria, please give details below or on a separate sheet.

Please give details of any current or proposed adjoining land use that may disrupt the normal functioning of a school or early years & childcare facility, detract from learning or place anyone associated with the establishment at risk.

Please give any other details you know about, that may make this land unsuitable for a school or early years & childcare facility or may add to the cost of building or establishing one on the site.

DECLARATION	
I confirm that the information I have given represents full disclosure of the facts and I have taken all necessary steps to ensure it is accurate beyond reasonable doubt. Should any information become evident in the future, that may have altered the response I have given, I will bring these facts to Essex County Council's attention Immediately.	
SIGNED:	**Print Name**
ON BEHALF OF:	
DATE:	

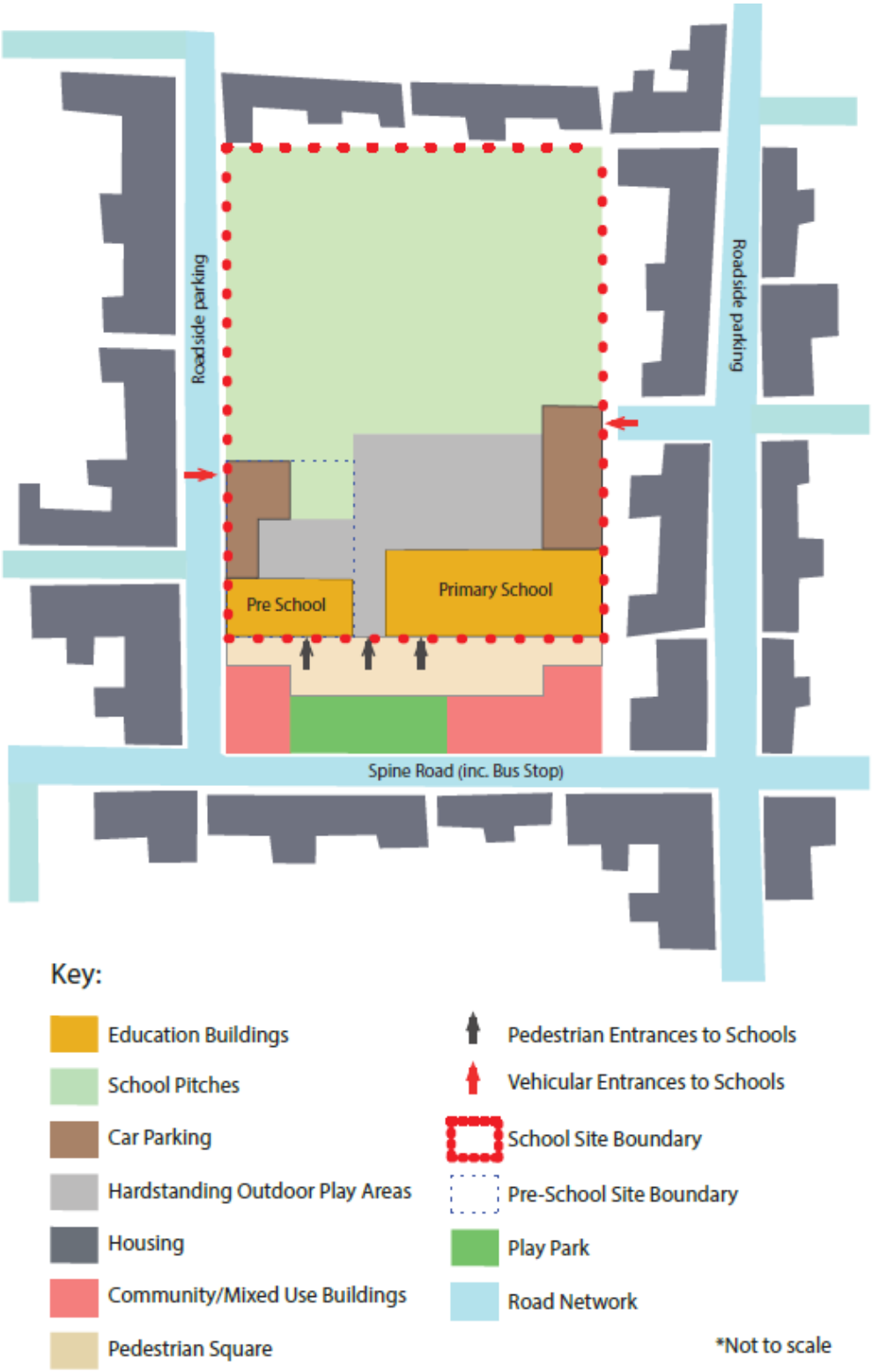
Supporting Information

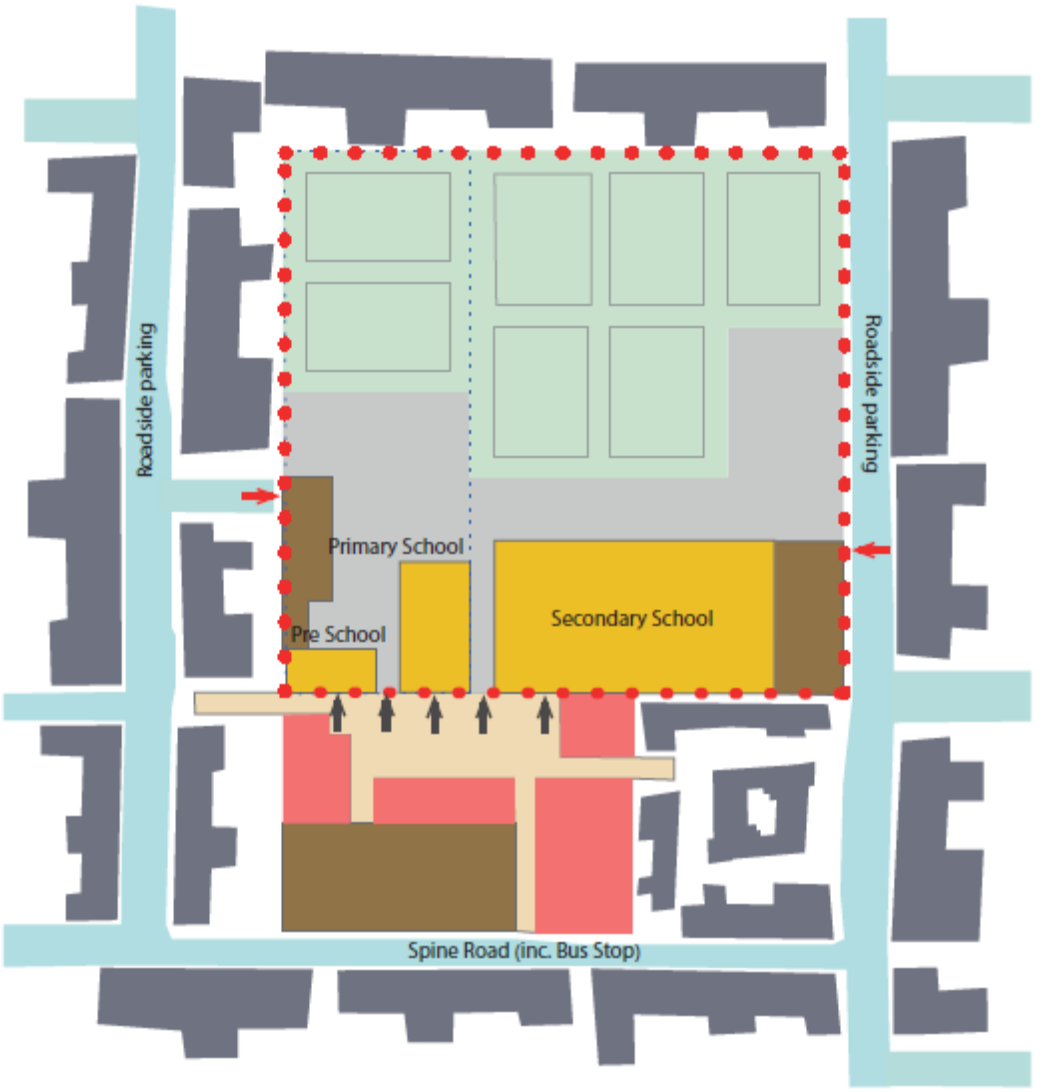
The developer is required to attach to the completed checklist a set of survey information listed below that have a transferable warranty that ESSEX COUNTY

COUNCIL or our contractors can rely upon. It would be expected that the developer would already have much, if not all, of this information:

1. Ordnance Survey map or drawing and historical documents on previous use;
2. Topographical Survey of area;
3. Ground Conditions Study including local geology maps;
4. Soil & Ground Water Contamination Study;
5. Flood Risk Assessment, including Environment Agency flood zone designation;
6. Habitat, Arboriculture and Ecology Study including site walkover report;
7. Planning Policy documents including relevant planning history;
8. Noise Assessment against criteria in DfE Building Bulletin 93 or equivalent;
9. Air Quality Assessment including reference to Air Quality Management Areas;
10. Partner organisation plans for area.
11. UXO Survey
12. Sport Pitch Feasibility Study

Appendix D: Exemplar Layouts for Education and Community Facilities





Key:

- Education Buildings
- School Pitches
- Car Parking
- Hardstanding Outdoor Play Areas
- Housing
- Community/Mixed Use Buildings
- Pedestrian Square
- Pedestrian Entrances to Schools
- Vehicular Entrances to Schools
- School Site Boundary
- Pre-School + Primary School Site Boundary
- Road Network

*Not to scale

Appendix E: Land Pre-Transfer Requirements

Pre-Transfer Requirements

The site must provide suitable vehicular and pedestrian access for both construction and final use i.e.,
Access to all parts of the site for investigation purposes
Usable vehicular/plant access suitable for construction and commissioning purposes
Adopted public highway with suitable vehicular access to service buildings
Separate suitable vehicular access to service the playing field
Access to both ends of the site for emergency purposes
Direct pedestrian access to facilitate 'safe routes to school'
Substantial traffic free public realm around entrances used by pupils, which does not abut roads or parking
Provide a safe environment around school entrances which is traffic free but retains suitable access for emergency and exceptional vehicle use, such as for facilitating disabled access
Traffic calming or 20mph speed limits on surrounding roads
Three-metre-wide footways surrounding and on major routes to the facility
Safe and direct cycle routes usable by the population to be served by the new facility
Nearby links into the public transport network

The development must provide suitable utility connections to the boundary including ...
Water*
Electricity*
Gas*
Telecommunications and broadband*
Foul sewers
Surface water drainage

The developer must include suitable boundary treatment including ...
Fence*
Gates
Screening from overlooking
Planting

Appendix F: Early Years & Childcare Facility Specification

Note: Rooms should be designed to enable potential providers to offer flexible childcare including out of school and holiday care

56 place Day Nursery Facility Requirements	Places	M^2
Play Space for 0–2-year-olds	12	
Play Space (3.5m^2 of area per child)		42
Milk preparation area		6
1 child's assisted toilet + baby change area		9
Defined sleep area – 12m^2 included within play space allowance. This needs to be a flexible space that is conducive to sleep but does not have to be a separate room.		
Play Space for 2–3-year-olds	20	
Play Space (2.5m^2 of area per child)		50
2 children's assisted toilets + baby change area		9
Play Space for 3–4-year-olds	24	
Play Space (2.3m^2 of area per child)		55
2 children's assisted toilets		6
Other facilities		
Laundry room - incl. washing machine and tumble dryer. White goods to be provided by the provider but space and power points need to be included within the design		6
Kitchen area required. Provider to provide the white goods but power and drainage to be included in the design to enable meals to be prepared for 0-5's and after school children.		15
Staff room / 1 to 1 meeting room		12
Accessible WC		4
Staff toilet (unisex). Additional toilets are not always required but are dependent upon the number of staff employed.		3
Reception area / drop in		15

56 place Day Nursery Facility Requirements	Places	M^2
Reception/Manager's office with additional hot desk space		10
General Store		10
Cleaner's Store		3
SUB TOTAL		**255**
Plant room @ 3% of Sub Total		8
Internal walls @ 4% of Sub Total		10
Circulation @ 15% of Sub Total		51
GROSS INTERNAL FLOOR AREA		**324**
Outside covered buggy park area		10
Outdoor play ($5m^2$ per child) – as natural as possible and with covered outside area preferably not north facing		280
Service area and parking - 10-15 spaces would be best practice plus safe drop-off points for parents		300
OUTDOOR AREA		**590**
TOTAL SITE AREA REQUIRED	**56**	**914**

Appendix G: ADEPT guidance on maintenance costs

The ADEPT guidance document which dates from 2007, suggests a long-term interest rate of 4.5% and a value for the RPI-X of 2.25% (that is RPI excluding mortgage payments) giving an effective annual interest rate of 2.2%.

The ADEPT guidance suggests "there should not be any requirement to calculate any 'degree of benefit' to the local authority in respect of commuted sums for Section 278 works, even where such works are considered to provide some benefit to the general public (e.g. an improved junction layout with enhanced pedestrian facilities being provided)."

Calculation of Commuted Sum

The following formula should be used to calculate the sum payable. An Excel spreadsheet to aid in the calculation has been developed and is available for modification to specific situations.

Commuted sum = $\Sigma Mp / (1 + D/100)T$, where:

Mp = Estimated periodic maintenance cost (£)

Each asset type will have a number of different periodic maintenance activities, as well as periodic replacement where necessary. The current cost of each activity (or replacement) should be based on current contract rates, or historic information where more appropriate.

The cost should include elements for inspection, design of repair, supervision, and even relocation of the asset in some instances. The frequency of periodic maintenance (or replacement) should be in accordance with current Highway Authority policy.

D = Discount rate (effective annual interest rate) (%)

This is calculated to ensure that both the interest earned on the commuted sum, and the effects of inflation are taken into account.

All calculations here are based upon 15 years, 30 years or 60 years of maintenance depending on the asset going forward and are calculated for areas dedicated as Highway, maintainable at public expense, which ECC would use to pay various contractors, including the district councils, to maintain the appropriate assets. The intention would not be for Essex Highways to transfer land from ECC to the District Council.

Attached below is a standard worked example for one asset chosen at random. The method to calculate sums for other assets is identical: -

Infiltration Trenches

Weed killing, cleansing & re-stoning / replacement = 80p every year + £6.64 every 10 years
(80p = 60p regular + 20p monitoring from Science Report 2007)
Discount rate (effective annual interest rate) D = (1.0337/1.023) – 1 = 1.0459%
where 1.0337 is the interest rate (3.37% based on November 2014 Public Work Loan Board (PWLB) current fixed long-term neutral base rate)
and 1.023 is the inflation rate (2.3% based on November 2014 RPI).
Future Values below = £0.80 / (1+D/100)^NT

Infiltration Trenches (annual maintenance), (per sq.m) Labour				
Price	n	NT	Future Value	
0.80	1	1	0.79	2016
0.80	2	2	0.78	2017
0.80	3	3	0.78	2018
0.80	4	4	0.77	2019
0.80	5	5	0.76	2020
0.80	6	6	0.75	2021
0.80	7	7	0.74	2022
0.80	8	8	0.74	2023
0.80	9	9	0.73	2024
0.80	10	10	0.72	2025
0.80	11	11	0.71	2026
0.80	12	12	0.71	2027
0.80	13	13	0.70	2028
0.80	14	14	0.69	2029
0.80	15	15	0.68	2030
0.80	16	16	0.68	2031
0.80	17	17	0.67	2032
0.80	18	18	0.66	2033
0.80	19	19	0.66	2034
0.80	20	20	0.65	2035
0.80	21	21	0.64	2036
0.80	22	22	0.64	2037
0.80	23	23	0.63	2038
0.80	24	24	0.62	2039
0.80	25	25	0.62	2040
0.80	26	26	0.61	2041
0.80	27	27	0.60	2042
0.80	28	28	0.60	30 years
0.80	29	29	0.59	Total
0.80	30	30	0.59	**20.51**

Future Values below = £6.64 / (1+D/100)^NT

Infiltration Trenches, maintenance every 10 years			
Price	n	NT	Future Value

6.64	1	10	5.98	30 years
6.64	2	20	5.39	Total
6.64	3	30	4.86	**16.24**

Total for 30 years of Maintenance = 20.51 + 16.24 = 36.74 per square metre

Appendix H: Standard Commuted Sums for Maintenance (April 2017)

Material or feature	Unit	Operation	Cost per cycle (£)
Extra-over Areas			
Extra-over areas not required for highway purposes (Project Engineer to determine)	Sq. m	1 weedkilling & sweep per year, 1/3rd replacement	25.51
Roads			
Granite setts to road hump, roundabout & speed control bend overrun areas	Sq. m	Replacement of individual blocks or kerbs at years 7 & 14	341.28
Tegular blocks to road hump / table	per linear metre (based on 1.8m length hump/table)	Replacement of individual blocks or kerbs at years 7 & 14	76.69
Drainage			
Permeable Paving Blocks (10% replacement at Year 30)	Sq. m	Weedkilling, cleansing, 10% replacement	40.35
Swales	Sq. m	Cutting, weedkilling & cleansing	15.26
Filter Drains / Infiltration Trenches	Sq. m	Weedkilling, cleansing & re-stoning / replacement	30.75
Other Sustainable Urban Drainage Systems (SUDS) or non-standard elements	Site-specific calculation		
Hydrobrake (evidence of replacement timescale required from developer)	Item	Maintenance - £62.72 cleanse every 2 years - replaced at year 30	2,626.06

Material or feature	Unit	Operation	Cost per cycle (£)
Soakaway	Item	Inspection, £94.09 cleanse every 2 years, re-stoning / replacement at year 30	4,950.02
Crate Soakaway (up to 2m deep)	Sq. m	Inspection, jet every 2 years & rejuvenate at year 30	211.34
Petrol & Oil Interceptors	Item	Inspection, specialised cleansing, disposal of contaminated waste, maintenance	2,777.67
Combined kerb & drainage systems - 'beany blocks'	Linear metre	Maintenance (enhanced cleansing regime required - every 8 months)	54.43
Oversize pipes	Linear metre	Cleaning over 15 years	388.32
Pavements (footways, cycleways & cycle tracks)			
Non-standard Surface Dressing (note - in excess of footway rate)	Sq. m	Re-applying at year 12	49.13
Coloured asphalt	Sq. m	Re-applying at year 15	23.01
Street Lighting (All columns must conform to ECC requirements under BSEN40, however embellishment kits are allowed to be attached to columns)			

Material or feature	Unit	Operation	Cost per cycle (£)
Non-standard Lanterns and/or painted columns	Site specific calculation	General maintenance, lantern changes, overhaul of switch gear & column repaint where appropriate	Contact Street Lighting Team on 01245 342711
Traffic Signals & Controlled Crossings			
Zebra crossing	per pair of Beacons	Cost of energy & maintenance (ensure surface course has high PSV to eliminate need for high friction surfacing)	4,733.60
Other signalised junctions & crossings	Site specific calculation	Inspection costs, general maintenance, energy consumption & communications costs	Contact ITS on 01245 342790
Public Transport (ONLY UPON DEVELOPMENT)			
Bus Shelters - Wooden Framed - standard 2 bay enclosed shelter	Item	Cleansing, maintenance & cost of energy	2,885.82
Bus Shelters - metal framed 2 bay	Item	Cleansing, maintenance & 1 replacement at Year 15	8,700.23
Bus Shelters - metal framed 3 bay	Item	Cleansing, maintenance & 1 replacement at Year 15	9,213.13
Bus shelter maintenance monies to be passed onto those who are maintaining feature which may be the Parish Council			

Material or feature	Unit	Operation	Cost per cycle (£)
Real time passenger information, bus gates, VMS, CCTV	Site specific calculation	General maintenance & cost of energy	Contact Passenger Transport Team
RTI Display	Item	Maintenance and cost of energy + 1 replacement at 15 years	10,845.09
Structures			
Extra-over or enhancements upon standard structure. Includes bridge, culvert, tunnel, retaining wall, headwall, high mast or barrier, gantry, canopy, basement or water attenuation structure	Site specific calculation	Inspection costs, general maintenance, energy consumption & communications costs for 60 years	Contact relevant Project Engineer
Signs or Bollards			
Extra-over or enhancements upon standard sign or bollard	Item	Cleansing, maintenance & 1 replacement	518.85
Fencing			
Knee rail, or timber post & 3 rail fencing	Linear metre	Replacement	65.69
Noise attenuation barrier	Sq.m	Replacement at 15 years	93.29
Trees, Planting			
Tree in soft landscaping	Item	General maintenance	356.02
Tree with grills, pit or watering system, generally in hard landscaping	Item	General maintenance & 1 replacement of grills	538.47
Shrub/ground cover planting (Landscaping) or plantation screening	Sq. m	General maintenance, £1.19 per year	16.43

Material or feature	Unit	Operation	Cost per cycle (£)
Hedges	Linear metre	General maintenance, £1.98 per year	27.33
Grass Cutting	Sq.m		2.76
Street Furniture			
Enhanced cycle racks, street art if not licenced, etc.	Site specific calculation	Cleansing, maintenance & replacement	
Grit Bins	Item	£48.66 of grit per year & replacement at year 15	827.31
MISC			
Brickwork.	Sq.m	Replacement at 15 years	33.87
Continuous line in yellow single	Linear m	Replacement at year 5,10 and 15	2.41
Continuous line in yellow double	Linear m	Replacement at year 5,10 and 15	4.89

Appendix I: Smarter Travel for Essex Network

Travel Plan Accreditation Scheme

Join other organisations within the Smarter Travel for Essex Network (STEN) to promote active and sustainable travel to your employees. ECC offer bespoke support, free of charge to organisations with:

car park management issues

making alternative travel modes an attractive option for employees

entry into a National Accreditation Scheme

For more information contact the travelplanteam@essex.gov.uk

Appendix J: Site characteristics profile for housing for older people and adults with learning disabilities

Site and property characteristics for specialist and support housing are outlined in a series of design guidelines published by Essex County Council. These cover different cohorts: older people, adults with learning disabilities, adults with mental health support needs, and victims and survivors of domestic abuse.

The design guidance for all cohorts is contained in links within this document.

Appendix K: Employment and Skills

Appendix K1

Table providing Construction (Development) Phase Benchmarks

Development value in £Millions	Apprenticeships	School/College Engagement – careers information and guidance (number of days/event)	Work Experience placements (Number of people)
3.5 - 6	1	1	3
6 - 10	3	2	4
10 - 15	4	3	6
15 - 20	6	3	8
20 - 30	7	4	9
30 - 40	9	5	11
40 - 50	10	6	12
50 - 60	11	6	13
60 - 70	12	7	14
70 - 80	13	7	14
80 - 90	14	7	15
90-100	15	8	15

Appendix K2

Table outlining the rate and means of calculating, where accepted by ECC and the LPA, a contribution in lieu provided for agreed obligation(s) that are not met.

Obligation – Construction Phase	Rate/means of calculation
Apprenticeships: Provision of new construction apprenticeships for Essex residents	Shortfall against target number of apprenticeship starts **X** £26,000[16]average net cost to employers in delivering an apprenticeship at Level 2 and 3
School and College Engagement. ECC will expect developers to engage with local schools and colleges and support them to promote the achievement of the skills and qualifications needed for employment in the construction and built environment sectors of the development phase.	Shortfall against target number of days activities **X** Average. cost of arranging 1 meaningful encounter. £1,472[17]
Work Experience ECC expects developers, or their supply chains, to support local (Essex based) residents with real-life experiences of work by providing work experience of at least 1 week.	Shortfall against target number of placements **X** £8,272 average cost of a work experience placement
Obligation – End-use	**Rate/means of calculation**
Supported Employment Provision of employment opportunities which have appropriate support to make them suitable for long-term unemployed Essex residents	Shortfall against target number of supported employment opportunities (target: 1 paid job placement for every 2,500sqm of development) **X** £8,217 average cost per paid job outcome for employment support services for people with learning disabilities and/or mental health problems[18]

[16] Hogarth, T., Gambin, L., Winterbotham, M., Koerbitz, C., Hasluck, C., Baldauf, B. (2012) Employer Investment in Apprenticeships and Workplace Learning: The Fifth Net Benefits to Employers Study, London: Department for Business Innovation and Skills, Research Report 67 - https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/32306/12-814-employer-investment-in-apprenticeships-fifth-net-benefits-study.pdf

[17] PWC, Assessing Benchmarks of Good Practice in School Career Guidance (Appendix 3, using School B estimated costs as this best reflects the average profile of an Essex secondary school) https://www.gatsby.org.uk/uploads/education/reports/pdf/pwc-assessing-benchmarks-of-good-practice-in-school-career-guidance.pdf

[18] National Development Team for Inclusion. https://www.ndti.org.uk/uploads/files/The_cost_effectiveness_of_Employment_Support_for_People_with_Disabilities%2C_NDTi%2C_March_2014_final_v2.pdf

Obligation – Construction Phase	Rate/means of calculation
Pre-employment Provision for notification of job vacancies, arising from both the construction and end-use occupation, to the Council or any other agency nominated by the Council. Provision for delivery of bespoke pre-employment and skills training for Essex residents that will provide them with the skills to access the jobs that are being created.	The same method of calculation will be used for both obligations: Number of apprenticeships (Appendix K1) and jobs estimated to be created (outlined in Appendix K3) during construction and end-use phases during the first two years **X** 79%[19]of Essex residents expected to be employed as part of the workforce **X** 27.7% of Essex residents with qualifications equivalent to or less than NVQ1 requiring training and/or support **X** £2,000 average cost for Essex unemployed resident in terms of support and training to obtain access to a skilled job.

[19] 2010 Census, Percentage of people who work in Essex also live in Essex.

Appendix K3

Development Phase
Employment and Skills Plan for:
Insert development name
Insert Borough / District Council

1	**Introduction**
	Insert developer name commits to discharge its S106 obligations in relation to Employment and Skills in respect of the development *Insert development name.* This Employment and Skills Plan provides details of how *Insert developer name* will meet the priorities of the Council and deliver against S106 obligations in relation to Employment and Skills at *Insert development name.*
2	**Development Details**

Insert development description (from planning agreement)

Planning Ref	
Planned implementation date (construction phase):	
Planned completion date (construction phase):	
Number of residential units	
Unit Mix (Nos)	1 bed Flat: ; 2 bed Flat: ; 2 bed House: ; 3 bed House: ; 4/5 bed House:
Gross internal area (residential)	
Gross internal area (commercial)	
Use Class(es) (commercial)	
Total build value	£

3	**Obligation Summary**

- New construction apprenticeships
- School/college engagement activities or events (Days)
- Work placements 16+
- Supported employment opportunities
- Pre-employment opportunities
- Notification of job vacancies

4	**Nominated Coordinator & Project Lead**

Insert developer name will identify a Relationship Manager, responsible for co-ordinating the delivery of employment and skills outcomes during the development phase.

The Relationship Manager will:

Work directly with the Council (or the Council's nominated employment vehicle) to ensure delivery of all obligations relating to the development as required through S106 planning agreement

- Act as the operational point of contact on the development with operational oversight of the obligations, including submission of monthly and/or quarterly performance reports as required through S106 planning agreement
- Engage with contractors from the tender period onwards to ensure they have an understanding of, and adhere fully to the Employment and Skills Plan requirements
- Meet regularly with the Council to discuss progress towards targets, future activities and labour needs.

Relationship Manager Name	
Relationship Manager Job Title	
Relationship Manager Contact Details (Tel/Email)	

Insert developer name will also identify a Project Director (PD), with overall responsibility for delivery of employment and skills outcomes during the construction phase.

The Project Lead/Director will:

- Ensure all adequate provisions are in place to fully support the delivery of employment and skills outcomes as required through S106 planning agreement
- Ensure that targets are contractually passed on to sub-contractors

Project Director Name	
PD Job Title	
PD Contact Details (Tel/Email)	

5 Construction Phase Outcomes

	Outcome	*Year 1 Q1/2*	*Year 1 Q3/4*	*Year 2 Q1/2*	*Year 2 Q3/4*	*Total*	*Estimated financial cost*
1	New construction apprenticeships						
2	School/college engagement						
3	Work placements 16+						
4	Supported employment opportunities						
5	Pre-employment opportunities						
6	Notification of job vacancies						

6 Work Experience Information

Please identify below potential work area and proposed timelines for delivery of agreed work experience opportunities

Work Experience Opportunity	*Number*	*Anticipated Start Date*

7 Apprenticeship Information

Please complete the table below, detailing the anticipated trades and timelines for profiled apprenticeship starts over the lifetime of the build

Apprenticeship Standard	*Level*	*Number(s)*	*Anticipated Start Date*	*Anticipated Completion*

8 School/College Activities

Please complete the table below, detailing the anticipated activity and school beneficiary over the lifetime of the build

Essex School/College	*Activity Description*	*Anticipated Number of beneficiaries*	*Anticipated Start Date*

9 Pre and Supported Employment

Please complete the table below, detailing the anticipated pre and supported opportunities over the lifetime of the build

Opportunity	Training	Anticipated Start Date
e.g., Labourers, traffic marshall	*e.g., CSCS, CPCS, Traffic Marshall*	
e.g., Site security, facilities	*e.g., CSCS, SIA*	

10 Financial Contributions

An example of a figure that could be used to calculate the financial contribution for employment and skills is £2000 per 1000 sqm floorspace. £2,000 is the average cost for an out-of-work Essex resident in terms of support and training to obtain access to a skilled job.

11 Delivery Methodology

Please briefly outline the activity you will undertake to deliver the targets detailed above, including but not limited to:

- Contractor/sub-contractor engagement and monitoring
- Advertisement of opportunities and pre/supported employment opportunities (e.g., JobcentrePlus, Prince's Trust)
- Engagement with organisations for sourcing and training of local people e.g. JobcentrePlus, housing associations, employment and training providers, ATAs, FE and HE establishment
- Outreach engagement (e.g., MATs, Schools, Federations)

12 Monitoring and Reporting

Quarterly review meetings will be held between *Insert developer name* and the Council to review progress against targets within this ESP and any other matters arising. If underperformance is identified, more frequent meetings may be required to address this. A schedule of monitoring, outcome definitions and evidence requirements will be agreed.

The primary requirement in relation to the undertaking of reasonable endeavours is consistent, responsive and regular communication with the Council in relation to achievement of the obligations within this Employment and Skills Plan.

Reasonable endeavours would also include:

- Attendance at meetings to discuss progress towards targets and ongoing commitment to deliver maximum benefit for local people in line with S106 planning agreement
- Timely advertisement of appropriate numbers of opportunities required to meet targets e.g., new apprenticeship opportunities for local people;

	• Early engagement with partner organisations in order to enable pre/supported employment opportunities. • Timely and accurate submission of all required documents including, monitoring information and provision of evidence on request.

End-use Phase
Employment and Skills Plan for:
Insert development name
Insert Borough / District Council

1	**Introduction**
	Insert landowner name commits to discharge its S106 obligations in relation to Employment and Skills in respect of the development *Insert development name.* This Employment and Skills Plan provides details of how *insert landowner name* will meet the priorities of the *insert Borough/Council* and deliver against S106 obligations in relation to Employment and Skills at *Insert development name.*
2	**Development Details**
	Insert development description (from planning agreement)

Planning Ref	
Planned occupation date	
Gross internal area (residential)	
Gross internal area (commercial)	
Use Class(es) (commercial)	*E.g., B1A Call Centre, A2 Financial and professional Services*
Total build value	£

3	**Obligation Summary**

- Pre-employment
- Supported employment
- Notification of job vacancies

4	**Nominated Coordinator & Project Lead**
	Insert landowner name will identify a Workplace Co-ordinator (WPC), operationally responsible for co-ordinating the delivery of employment and skills outcomes during the occupation phase.

Workplace Co-Ordinator Name	
WPC Job Title	
WPC Contact Details (Tel/Email)	

The Workplace Coordinator will:

- Work directly with *X Borough or District Council* (or the Council's nominated employment vehicle) to ensure delivery of all obligations relating to the development as required through S106 planning agreement

- Act as the operational point of contact on the development with operational oversight of the obligations, including submission of monthly and/or quarterly performance reports as required through S106 planning agreement

- Engage with managing agents/tenants/commercial occupiers from the tender period onwards to ensure they have an understanding of, and adhere fully to the Employment and Skills Plan requirements

- Meet regularly with the Council to discuss progress towards targets, future activities and labour needs.

5 End-use Phase Outcomes

	Outcome	*Year 1 Q1/2*	*Year 1 Q3/4*	*Year 2 Q1/2*	*Year 2 Q3/4*	*Total*
1	Pre-Employment					
2	Supported Employment					

6 Pre / Supported employment Information

Please complete the table below, detailing the anticipated pre and supported opportunities over the lifetime of the build

Opportunity	Training	Anticipated Start Date
e.g., Receptionist		
e.g., Caretaker		

7 Delivery Methodology

Please outline briefly the activity you will undertake to deliver the targets detailed above, including but not limited to:

- Advertisement of opportunities and pre/supported employment opportunities (e.g., Jobcentre Plus, Prince's Trust)
- Engagement with organisations for sourcing and training of local people e.g., Jobcentre Plus, housing associations, employment and training providers, ATAs, FE and HE establishment

8 Monitoring and Reporting

Quarterly review meetings will be held between *Insert land owner name* and the Council to review progress against targets within this ESP and any other matters arising. If underperformance is identified, more frequent meetings may be required to address this. A schedule of monitoring, outcome definitions and evidence requirements will be agreed.

	The primary requirement in relation to the undertaking of reasonable endeavours is consistent, responsive and regular communication with the Council in relation to achievement of the obligations within this Employment and Skills Plan. Reasonable endeavours would also include: • Attendance at meetings to discuss progress towards targets and ongoing commitment to deliver maximum benefit for local people in line with S106 planning agreement • Early engagement with partner organisations in order to enable pre/supported employment opportunities. • Timely and accurate submission of all required documents including, monitoring information and provision of evidence on request

Appendix L: Additional Guidance for Developers on Passenger transport requirements

Introduction

1. This Guide Appendix is intended to demonstrate the requirements for road passenger transport provision in new developments in the County. It is intended for use by officers of Essex County and other councils, commercial passenger transport service operators and developers.

2. All development plans will be expected to include provision for the sustainable transport needs of the sites users or residents, in accordance with the Essex and Southend on Sea Replacement Structure Plan (RSP) and the Essex Local Transport Plan (LTP). In the case of any but the smallest proposals, account should be taken of the impact of the development on the area around the site.

3. The County Council will normally look to secure the provision of the required services and facilities through a financial contribution, under the provisions of Section 106 of the Town and Country Planning Act 1990.

4. It is important that those using this document are aware that the conditions applied to any particular development may vary from the general guidance it contains. Essex County Council will exercise judgement based on predicted demands, plus the relative performance of local public transport networks and the outline below represents only the typical requirements for schemes requiring dedicated provision.

5. NB. All planning decisions, consents and conditions are subject to the adopted plans of the relevant authorities, legislation and planning guidance current at the time.

General Provisions

Service Support

1. Where considered necessary a clause will be incorporated into the conditions of planning consent requiring the developer to secure the provision and effective operation of public passenger transport services to meet the transportation needs of the development. This will stipulate the minimum operating periods, frequency and destinations of service(s) to be provided, and the period during which the developer will be responsible for this provision.

2. Where the provision of the 1985, 2000 and 2008 Transport Acts and the Buses Act 2017 allow and with the proviso that the service(s) provided meet(s) the required standards (as outlined below), the developer may be asked to:

   - Undertake to provide such service(s) directly by agreement with a local transport operator or;
   - Make an agreed financial contribution to the County Council to allow it to provide the service(s) concerned.

3. Developers should be aware that the 1985 Transport Act (as amended) requires the County Council in contracting for Local Bus Services to “have regard to the interests of the public and of persons providing public passenger transport services in their area.” (1985 Transport Act, page 99, clause 92). This is interpreted as including taking into account the commercial interest of bus operators and not undermining the economic viability of their services.

4. Similarly, competition legislation prevents commercial operators from acting in any way likely to limit competition between them. It may not therefore be possible to enter into arrangements on service timetables, routes, land-use restrictions, fares or ticketing that include or exclude specific operators. ECC will provide advice on this issue.

5. Where providing local bus services for the new development through the County Council appears likely to contravene the 1985 act, (for example, in a case where more than one operator undertakes services in the development area and the award of a contract to one party could affect the competitiveness of the others services) the developer will be required to negotiate with all relevant operators in the area and to fund services directly.

6. If contracted County Council services are the only ones operating to a development the Developer shall negotiate with the County Council’s local bus service contracting arm as it would with any operator.

7. Where the County is one of a number of potential service providers for a scheme the developer shall negotiate with the County Council’s local bus service contracting arm, as with any other service provider, but the final arrangement shall not contravene the regulations of the 1985 Act.

8. Where it considers it appropriate the County Council may require the Developer to provide services or contributions for services, as part of a Quality Bus Partnership and enter into negotiations with operators of services on this basis. Infrastructure

9. Plans for all new developments or road schemes must include passenger transport infrastructure as an integral part of the design. Schemes which do not do so will not meet the requirements of the RSP and LTP and if necessary, ECC will recommend the refusal of planning consent in these cases.

10. The position of bus stops, and other transport related infrastructure should be agreed at an early stage in the planning of developments. Advice on siting can be provided on request by the County Council.

11. Highway works must be conducted to the adoption standards laid down by ECC and completed to the satisfaction of the County Council. The standards should comply with the guidelines set out in the Essex Design Guide.

12. Where there are revenue funding requirements or capital funding and works requirements for passenger transport provision that extends over more than three months, Developers will be required to make a commuted payment, or to provide a bond or other suitable form of indemnity. This must provide that the works will be completed and / or the service provided in full accordance with the agreement, without liability to ECC or any other authority, in the event of failure of the developer and / or any of his contractors to fulfil any of its terms for any reason.

13. In respect of the need to secure the longer term maintenance requirement of the infrastructure on any scheme, the developer will be required to provide a 'commuted maintenance sum' to ECC in respect of any new installations to offset the ongoing maintenance costs for a period of 10 years from the date of acceptance and takeover of passenger transport infrastructure by ECC. The value of this sum will be calculated having regard to the costs to ECC of maintaining the infrastructure and energy costs.

Passenger Transport Services

Duties of the Developer towards Service Provision

1. Developers must conduct substantive discussions with the County Council and/or existing providers of passenger transport services in the locality of the site to:

Agree the nature of proposals, the anticipated travel demands and the timing of development.

Consult on optimal layout and design to assist the operation of services.

Encourage participation of the operators in marketing their services to occupiers of the development, including funding incentive schemes for new residents to choose public transport such as free or reduced cost travel for an agreed fixed period.

Facilitating the provision of additional passenger transport services to widen travel options and encourage modal shift from cars;

Service Providers other than local bus services are to be included in such consideration.

2. This requirement extends to the operators of all types of passenger transport service including taxi and taxi-bus operators. These may be especially important to small or exclusive residential developments.

3. Other development related service providers include:

Social Care transport for sheltered housing

Coach and tour operators for visitor attractions

School transport for residential and school developments

Breadth of Discussions

1. There is no restriction on the type of operator discussions can be held with and no requirement that existing service providers should be the sole providers of any new or enhanced services. ECC will facilitate initial discussions if requested.

2. Under the provision of the Transport Acts bus operators may register services to operate (with small exceptions) along any route. Outside of services covered by formal quality bus partnerships or franchises as set out in the Bus Services Act 2017, no agreement with any one bus operator can prevent another from running additional or alternative services along the same route. Where developers allow an operator access to private property, it is expected that the same access will be granted to other operators to, on, or around the development.

3. Where a development is thought to require a particular standard of bus service discussions should be held with ECC regarding the possibility of the County Council making or joining a Quality Bus Partnership scheme or franchise arrangement.

4. Note: A developer will not be required to hold discussions with service operators where the proposal is for:

Residential development of fewer than 10 dwellings

Retail development of less than 300 M2

Business, industrial or warehousing development employing fewer than 20 people (including those working remotely, but based at the site)

In other cases, where total person movements (i.e., one person arriving at or departing from the site) are expected to be fewer than 100 on the busiest day of the week when the development is fully completed.

5. However: where the proposal comprises multiple elements, or where another proposal is current within 500m of any part of the site, the developer will be required to conduct such negotiations even if the individual development falls into one of the categories outlined above. ECC will facilitate joint discussions involving more than one developer and / or proposal if required.

Developments to be Assessed Individually to Determine Transport Needs

1. Each development will be individually assessed to determine the level of additional transportation needed according to the following considerations:

The nature and scale of the development

The anticipated numbers and movement patterns of users / employees / residents, during and after completion

Its relative location and access to existing public transport services

Its likely impact on local and regional roads, traffic, safety and environment (through, where relevant its formal transport impact assessment)

Any requirement to affect a modal shift towards passenger transport, either for the development alone or in the locality generally

Guidance on Expected Service Levels

1. As noted above each case will be considered on its merits, however as a guide a moderately sized residential or commercial development would require a minimum of a Monday to Saturday service, at a 15-minute frequency between 07:00 and 23:00. This should link it to the nearest appropriate transport nexus, e.g., a bus station and / or a major railway station and allow as far as possible direct access to key amenity services.

2. Similarly, provision will be required for Sunday services as appropriate to the type and scale of development. Residential developments will generally be expected to have a minimum of an hourly service between 09:00 to 23:00 on Sundays.

3. Service periods and frequencies for other types of development will be dependent on hours of operation and will need to take account of staff movements as well as customers.

4. Provision shall be included within the agreement for the developer to undertake or fund marketing and promotion of passenger transport services including promotional fares covering up to the first year of operation.

Service Commencement and Duration

1. Services are required to start operation on occupation of the first unit on the site. In the case of retail developments, this will mean occupation by staff, not opening to customers.

2. Where phased development is conducted, it will be acceptable for the service to be progressively extended into the development as it proceeds, provided that no occupied property is further than 400m from an adequately served bus stop at any time.

3. In the case of larger developments, passenger transport provision may additionally be required for construction workers prior to occupation, which need not be available to the general public. However, in these cases, ECC will negotiate service frequency with the developer, in light of the level of occupancy or probable journey generation.

4. The minimum period for which any new or enhanced service should be run is five years from the date of completion of the development. For very large developments not expected to be completed within 5 years of first occupation, ECC may require a longer-term commitment.

5. An exit strategy must be agreed with the Council to continue the service(s) after this period without any ECC financial support. Failure to agree may be regarded as a breach of the conditions of planning consent. Progress towards this should be jointly reviewed not less than one year before expiry of the original period for securing the service(s).

Obtaining Advice on how to Proceed

1. Developers can secure the provision and operation of services in several ways, including contracting through competitive tendering and by direct negotiation with operators. The most appropriate method will depend on circumstances and as noted above, care should be taken not to damage other commercially provided or subsidised services operating in the area.

2. Advice should be sought from ECC, before entering into detailed negotiations or tendering for service provision. The Council procures most of its passenger transport needs, including subsidised public transport and home to school transport, and can therefore also offer this expertise to developers if required, charged on a cost-recovery basis.

Service Access to Developments

Service Routes

1. Access for Passenger Transport Services in a new development should be considered as an integral part of the planning of the highway provision and not be determined after the road layout has already been decided, as this will lead to costly re-working of plans.

2. Passenger Transport routes through development sites should:

   - Be designed for through route operation avoiding 'cul-de-sac' operations, where services return along the same road;
   - Link appropriately to the bus network outside the site, without requiring buses to by-pass other important traffic objectives;
   - Offer access for all areas, with a maximum distance between any unit and a bus stop of 400m (less if significant gradients involved);
   - Allow stops to be sited close to the entrances of all key buildings;
   - Provide routes that will not be adversely affected by other traffic in the site; e.g. queues for car parks, manoeuvring delivery vehicles, or illegal waiting by cars picking up goods or people (especially at work finishing times);
   - Provide priority measures for Passenger Transport over other traffic, both within the site and at access / egress points, to give quicker journeys than other traffic; and
   - Provide turning and waiting facilities with sufficient capacity to accommodate relevant services.

Width of Roads on Bus Routes

1. Roads expected to be used by buses should be built with a standard lane width of 4m. On straight sections of road in residential areas this may be reduced by agreement with ECC to a minimum of 3.65m, where necessary to reduce the road's dominance of the streetscape. Access for Smaller Developments

2. For some smaller developments where all parts of a site are already within 400m of an existing bus route, buses will not require to enter the site. However, all areas of the site should have a clearly marked foot route to suitable waiting and boarding facilities. Provision for other types of passenger transport may still be required.

This information is issued by
Essex County Council, Infrastructure Planning Team

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